

TABLE OF CONTENTS

	<u>Sheet No.</u>
Preliminary Statement	2
 <u>Rate Schedules</u>	
810 - Residential Gas Service	3
820 - General Gas Service	5
821 - School Gas Service	6.1
822 - Residential and Small Commercial Heating and Cooling Service	6.25
830 - Large Volume Service	6.3
840 - Large Volume Service for Compressed Natural Gas Service Providers	6.5
850 - Optional Gas Service	7
860 - Transportation Service	11
880 - Economic Development Gas Service	14.1
891 - Negotiated Gas Service	15
892 - Cogeneration, Compressed Natural Gas, Fuel Cell Service	17
893 - Large Tonnage Air Conditioning Gas Service	19
894 - Emergency Service	21
896 - Supplemental Service	22
 Purchased Gas Adjustment Rider	 23
 Franchise Tax Recovery	 30
 Weather Normalization Adjustment Rider	 33.1
 Pipe Replacement Surcharge	 33.3
 Margin Loss Recovery Rider	 33.4
 Georgia Rate Adjustment Mechanism (GRAM)	 33.6
 <u>Service Regulations</u>	
1 - Definitions	34
2 - Customer Facilities and Responsibility	35
3 - Customer Credit and Deposits	36
4 - Issuance of Bills	39
5 - Discontinuance and Restoration of Service	40
6 - Gas Main Extensions	43
7 - Service Lines	45
8 - Service to Mobile Home Parks	48
9 - Metering	49

PRELIMINARY STATEMENT

LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP., sometimes herein referred to as "Company" is a public utility engaged in the business of distributing and selling natural gas within its authorized service areas in the state of Georgia, and subject to the jurisdiction of the Georgia Public Service Commission.

This tariff containing the rates and service regulations of LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP., is filed with the Georgia Public Service Commission in accordance with the applicable statutes of Georgia and the applicable General Orders of that Commission.

Gas service will be provided to all bona fide applicants for service in accordance with the terms and conditions of Company's service regulations, and at Company's applicable rate schedules, as set forth in this tariff. A copy of this tariff is available for inspection during business hours at each office of the Company in Georgia.

RESIDENTIAL GAS SERVICE

RATE SCHEDULE 810

Availability

This service is available within the Company's service area to any single family residential customer using gas service primarily for domestic purposes. No gas delivered under this schedule is to be resold.

Character of Service

Natural gas, with a heating value of approximately 100,000 Btu per hundred cubic feet (Ccf) shall be supplied through a single delivery point and a single meter, at the standard equipment utilization pressure.

Rate

Customer Charge

A monthly customer charge of \$18.85 per meter is payable regardless of the usage of gas.

Commodity Charge

All gas, per Ccf,                      \$0.3885

Payment

Each monthly bill for service is due and payable on the date it is issued. A charge of one and one-half percent (1.5%) may be added to the amount of any balance in excess of \$20 remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue. Customers have ten (10) days to pay a final bill.

Non-payment of bills

Service may be discontinued or refused if the Customer has not paid a bill for gas service, or has not paid the applicable reconnection charges, or has failed to make a cash deposit in accordance with Service Regulation No. 3, except that service to a Residential Customer will not be discontinued before the expiration of forty-five (45) days from the date of the bill for which payment has not been received.

Senior Citizen - Low Income Discount

Qualifying customers certified by the Company will be eligible for the waiver of the Customer Charge and the Activation Charge. To qualify, the customer must be 65 years of age or older with total household income of \$14,355 or less per year.

RESIDENTIAL GAS SERVICERATE SCHEDULE 810 (Continued)Service Regulations

Gas service at these schedules will be furnished in accordance with the Company's Service Regulations, copies of which are available for public reference during business hours at each of the Company's offices and on the Liberty Website at [www.libertyutilities/ga](http://www.libertyutilities/ga).

Activation Charge

When a customer applies to initiate service, a charge of \$40.00 will be assessed to cover the cost of activating service.

Gas Lights

For all metered gas light services, the charge for such services shall be based on actual usage through a metered source at this tariff rate. For all unmetered gas light services prior to the effective date of this Schedule the customer will be billed for twenty (20) Ccf per standard residential gas light. For all unmetered gas light service after the effective date of this Schedule the Company may estimate and determine the appropriate consumption of the light and charge the applicable rate under this rate schedule.

Purchased Gas Adjustment

Bills for service are subject to adjustment for changes in the cost of purchased gas in accordance with the provisions of the Purchased Gas Adjustment Rider filed as part of each of the rate schedules of the Company with the Georgia Public Service Commission and approved by such Commission.

GENERAL GAS SERVICE  
RATE SCHEDULE 820

Availability

To any natural gas customer using less than 100,000 Ccf per year for commercial and/or industrial purposes where Company has gas delivery capacity. No gas delivered under this schedule is to be resold.

Character of Service

Natural gas, with a heating value of approximately 100,000 Btu per hundred cubic foot (Ccf) shall be supplied through a single delivery point and a single meter, at standard equipment utilization pressure or at such higher delivery pressure as approved by Company. Service under this rate schedule may be terminated by either party following six (6) months' notice to the other party.

Rate

Customer Charge

A monthly customer charge of \$30.08 per meter is payable regardless of the usage of gas.

Commodity Charge

All gas, per Ccf,                      \$0.2391

Payment

Each monthly bill for service is due and payable on the date it is issued. A charge of one and one-half percent (1.5%) may be added to the amount of any balance in excess of \$20 remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue.

Service Regulations

Gas service at these schedules will be furnished in accordance with the Company's Service Regulations, copies of which are available for public reference during business hours at each of the Company's offices and on the Company's website at [www.libertyutilities/ga](http://www.libertyutilities/ga).

If any sales, excise or other new or additional taxes are hereafter imposed against Company and/or the Company from whom they purchase the gas, or transportation or sales of gas deliverable hereunder, such tax or taxes are to be reimbursed by Customer to Company. However, if customer does not pay such tax or taxes, this contract may be cancelled by Company as of date such tax or taxes first apply.

GENERAL GAS SERVICE (Continued)RATE SCHEDULE 820Gas Lights

For all metered gas light services under this tariff, the charge for such service shall be based on actual usage through a metered source at this tariff rate. It shall be within the Company's discretion whether a gas light should be metered, however if the gas light is unmetered, the Company may estimate and determine the appropriate consumption of the light and charge the applicable rate under this rate schedule.

Activation Charge

When a customer applies to initiate service, a charge of \$40.00 will be assessed to cover the cost of activating service.

Purchased Gas Adjustment

Bills for service are subject to adjustment for changes in the cost of purchased gas in accordance with the provisions of the Purchased Gas Adjustment Rider filed as part of each of the rate schedules of the Company with the Georgia Public Service Commission and approved by such Commission.

Priority of Service Provision

Service under this schedule may be curtailed in whole, or in part, by Company at any time when necessary in the judgment of Company to protect service for essential human needs such as residences, hospitals, schools, institutions and essential businesses, or by reason of an event of force majeure, or to facilitate Company's compliance with curtailment or load control plans approved by the Georgia Public Service Commission or by any governmental body or agency having jurisdiction with respect to Company or to Company's suppliers.

SCHOOL GAS SERVICE

Schedule 821: All Service Areas

Availability

This service is available within the Company's service area to existing or new state, county, city, and private educational institutions or universities utilizing natural gas through a single meter for primary heating and cooling of the conditioned space. Any additional gas measured through this single meter will be billed at this rate. Gas cooling equipment must have a COP greater than 0.7.

Character of Service

Natural gas, with a heating value of approximately 100,000 Btu per hundred cubic feet (Ccf), supplied through a single delivery point and a single meter, at the delivery pressure of the distribution system in the area, or such higher delivery pressure as agreed upon by customer and Company.

Customer Charge

A monthly customer charge of \$30.08 is payable regardless of the usage of gas.

Monthly Rate

All Consumption, per Ccf      \$0.2391

Minimum Bill

The minimum net monthly bill shall be the customer charge per meter as described above.

Payment

Each monthly bill for service is due and payable on the date it is issued. A charge of one and one-half percent (1.5%) may be added to the amount of any balance in excess of \$20 remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue.

## SCHOOL GAS SERVICE

Schedule 821: All Service Areas (Continued)Service Regulations

Gas service at these schedules will be furnished in accordance with the Company's Service Regulations, copies of which are available for public reference during business hours at each of the Company's offices and on the Company's website at [www.libertyutilities/ga](http://www.libertyutilities/ga).

If any sales, excise or other new or additional taxes are hereafter imposed against Company and/or the Company from whom they purchase the gas, or transportation or sale of gas deliverable hereunder, such tax or taxes are to be reimbursed by Customer to Company. However, if customer does not pay such tax or taxes, this contract may be cancelled by Company as of date such tax or taxes first apply.

Activation Charge

When a customer applies to initiate service, a charge of \$40.00 will be assessed to cover the cost of activating service.

Purchased Gas Adjustment

Bills for service are subject to adjustment for changes in the cost of purchased gas in accordance with the provisions of the Purchased Gas Adjustment Rider filed as part of each of the rate schedules of the Company with the Georgia Public Service Commission and approved by such Commission.

Priority of Service Provision

Service under this schedule may be curtailed in whole, or in part, by Company at any time when necessary in the judgment of Company to protect service for essential human needs such as residences, hospitals, schools, institutions and essential businesses, or by reason of an event of force majeure, or to facilitate Company's compliance with curtailment or load control plans approved by the Georgia Public Service Commission or by any governmental body or agency having jurisdiction with respect to Company or to Company's suppliers.

RESIDENTIAL AND SMALL COMMERCIAL  
HEATING AND COOLING SERVICE

Schedule 822: All Service Areas

Availability

This service is available within the Company service area 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 and which utilize natural gas for heating and cooling the conditioned space. This schedule is also available within the Company's service area to commercial customers using less than 5,000 Ccf per year and which utilize natural gas for heating and cooling the conditioned space. Cooling equipment must have a COP greater than 0.7. Any additional gas measured through this single meter will be billed at this rate.

This service is intended to assist in the development of natural gas heating and cooling technologies. This rate is designed to significantly increase energy savings which will improve the economics of the technology. This service will be unavailable for new customers when either of the following criteria has been met:

- 1) 100 customers have qualified for this service or
- 2) Ten years after the effective date of this tariff.

Customers that have qualified for this service prior to the expiration date will continue to receive service under this rate schedule as long as natural gas is utilized for both heating and cooling.

Character of Service

Natural gas, with a heating value of approximately 100,000 Btu per hundred cubic feet (Ccf), supplied through a single delivery point and a single meter, at the delivery pressure of the distribution system in the area.

Customer Charge

A monthly customer charge of \$18.85 is payable regardless of the usage of gas.

Monthly

All consumption, per Ccf            \$0.1394

Minimum Bill

The minimum net monthly bill shall be the customer charge per month as described above.

Payment

Each monthly bill for service is due and payable on the date it is issued. A charge of one and one-half percent (1.5%) may be added to the amount of any balance in excess of \$20 remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue.

RESIDENTIAL AND SMALL COMMERCIAL  
HEATING AND COOLING SERVICE

Schedule 822: All Service Areas

Gas Lights

For all metered gas light services under this tariff, the charge for such service shall be based on actual usage through a metered source at this tariff rate. It shall be within the Company's discretion whether a gas light should be metered, however if the gas light is unmetered, the Company may estimate and determine the appropriate consumption of the light and charge the applicable rate under this rate schedule.

Purchased Gas Adjustment

Bills for service are subject to the optional cost of purchased gas in accordance with the Purchased Gas Adjustment (PGA) Rider approved by the Georgia Public Service Commission.

Service Regulations

Gas service at these schedules will be furnished in accordance with the Company's General Rules and Regulations, copies of which are available for public reference during business hours at each of the Company's offices and on the Company's website at [www.libertyutilities/ga](http://www.libertyutilities/ga).

Activation Charge

When a customer applies to initiate service, a charge of \$40.00 will be assessed to cover the cost of activating service.

LARGE VOLUME GAS SERVICE

RATE SCHEDULE 830

Availability

To any natural gas customer using 100,000 Ccf or more per year for commercial and/or industrial purposes where Company has gas delivery capacity. No gas delivered under this schedule is to be resold.

Character of Service

Natural gas, with a heating value of approximately 100,000 Btu per hundred cubic foot (Ccf) shall be supplied through a single delivery point and a single meter, at standard equipment utilization pressure or at such higher delivery pressure as approved by Company. Service under this rate schedule may be terminated by either party following six (6) months' notice to the other party.

Rate

Customer Charge

A monthly customer charge of \$93.16 per meter is payable regardless of the usage of gas.

Commodity Charge

All gas, per Ccf,                      \$0.2048

Payment

Each monthly bill for service is due and payable on the date it is issued. A charge of one and one-half percent (1.5%) may be added to the amount of any balance in excess of \$20 remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue.

Service Regulations

Gas service at these schedules will be furnished in accordance with the Company's Service Regulations, copies of which are available for public reference during business hours at each of the Company's offices and on the Company's website at [www.libertyutilities/ga](http://www.libertyutilities/ga).

If any sales, excise or other new or additional taxes are hereafter imposed against Company and/or the Company from whom they purchase the gas, or transportation or sales of gas deliverable hereunder, such tax or taxes are to be reimbursed by Customer to Company. However, if customer does not pay such tax or taxes, this contract may be cancelled by Company as of date such tax or taxes first apply.

Activation Charge

When a customer applies to initiate service, a charge of \$40.00 will be assessed to cover the cost of activating service.

LARGE VOLUME GAS SERVICE (Continued)

RATE SCHEDULE 830

Purchased Gas Adjustment

Bills for service are subject to adjustment for changes in the cost of purchased gas in accordance with the provisions of the Purchased Gas Adjustment Rider filed as part of each of the rate schedules of the Company with the Georgia Public Service Commission and approved by such Commission.

Priority of Service Provision

Service under this schedule may be curtailed in whole, or in part, by Company at any time when necessary in the judgment of Company to protect service for essential human needs such as hospitals, schools, institutions, residences and essential businesses, or by reason of an event of force majeure, or to facilitate Company's Compliance with curtailment or load control plans approved by the Georgia Public Service Commission or by any governmental body or agency having jurisdiction with respect to Company or to Company's suppliers.

LARGE VOLUME GAS SERVICE FOR COMPRESSED NATURAL GAS SERVICE PROVIDERSRATE SCHEDULE 840Availability

To any natural gas customer who contracts in writing pursuant to this Rate Schedule to use 100,000 Ccf or more per year for commercial and/or industrial purposes that include the customer providing Compressed Natural Gas ("CNG") Services for use as an energy source for the propulsion of motor vehicles where Company has gas delivery capacity. Gas delivered under this schedule may be resold only as fuel for motor vehicles.

Character of Service

Natural gas, with a heating value of approximately 100,000 Btu per hundred cubic foot (Ccf) shall be supplied through a single delivery point and a single meter, at standard equipment utilization pressure or at such higher delivery pressure as approved by Company. Unless otherwise provided for in the customer's service contract, service under this rate schedule may be terminated by either party following six (6) months' notice to the other party.

RateCustomer Charge

A monthly customer charge of \$93.16 per meter is payable regardless of the usage of gas.

Commodity Charge

All gas, per Ccf,                      \$0.2048

Payment

Each monthly bill for service is due and payable on the date it is issued. A charge of one and one-half percent (1.5%) may be added to the amount of any balance in excess of \$20 remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue.

Service Regulations

Gas service at these schedules will be furnished in accordance with the Company's Service Regulations, copies of which are available for public reference during business hours at each of the Company's offices and on the Company's website at [www.libertyutilities/ga](http://www.libertyutilities/ga).

If any sales, excise or other new or additional taxes are hereafter imposed against Company and/or the Company from whom they purchase the gas, or transportation or sales of gas deliverable hereunder, such tax or taxes are to be reimbursed by Customer to Company. However, if customer does not pay such tax or taxes, this contract may be cancelled by Company as of date such tax or taxes first apply.

Activation Charge

When a customer applies to initiate service, a charge of \$40.00 will be assessed to cover the cost of activating service.

LARGE VOLUME GAS SERVICE FOR COMPRESSED NATURAL GAS SERVICE PROVIDERS(Continued)RATE SCHEDULE 840Purchased Gas Adjustment

Bills for service are subject to adjustment for changes in the cost of purchased gas in accordance with the provisions of the Purchased Gas Adjustment Rider filed as part of each of the rate schedules of the Company with the Georgia Public Service Commission and approved by such Commission.

Priority of Service Provision

Service under this schedule may be curtailed in whole, or in part, by Company at any time when necessary in the judgment of Company to protect service for essential human needs such as hospitals, schools, institutions, residences and essential businesses, or by reason of an event of force majeure, or to facilitate Company's Compliance with curtailment or load control plans approved by the Georgia Public Service Commission or by any governmental body or agency having jurisdiction with respect to Company or to Company's suppliers.

OPTIONAL GAS SERVICERATE SCHEDULE 850Availability

This schedule is available at the Company's option to any large volume user using 270,000 Ccf annually or customers using 1000 Ccf per day during off peak periods; whose premises shall adjoin gas mains designated by Company for optional service and customer shall have adequate standby facilities and fuel in order that gas deliveries may be curtailed at any time upon thirty minutes notice. Educational institutions, governmental agencies, hospitals, or other medical facilities shall be eligible for service under this schedule.

Gas service under this schedule is for the use of only one person, or single entity through a single point of delivery unless otherwise agreed upon and such gas shall not be resold.

Character of Service

Natural gas, with a heating value of approximately 100,000 Btu per Ccf, supplied through a single meter, at standard equipment utilization pressure, or such higher delivery pressure as approved by Company.

"Optional Gas" is the quantity of gas Customer agrees to purchase and Company agrees to deliver in any one day when Company has gas available and when Company's distribution system is suitable for such delivery.

"Firm Gas" is the daily quantity of gas delivered to a customer within that Customer's contract demand quantity, if any. Customers electing to receive firm gas under this rate schedule shall contract for a minimum of 500 Ccf per day. Firm gas is not subject to curtailment, except as described under the Priority of Service section of this rate schedule, and only then if all optional gas service has been curtailed first.

Company is also relieved of its obligation to deliver any gas under this schedule in the event of force majeure. Any curtailments which may be necessary under this rate schedule shall be made only after having given at least 30 minutes notice by telephone or otherwise unless due to reasons of force majeure.

OPTIONAL GAS SERVICE (Continued)RATE SCHEDULE 850Interruption and Curtailment of Optional Service

Optional gas deliveries to customers served on this schedule may be interrupted or curtailed at any time such interruption or curtailment is necessary in order for Company to continue to supply the gas requirements of its other customers at such time. The Company will endeavor to notify in advance customers served on this schedule whenever a curtailment or interruption is required, and each such customer shall curtail his use of gas at the time and to the extent requested by the Company. Interruptions and curtailments may vary from time to time among customers, but shall be as equally apportioned as practicable.

"Unauthorized Use" is defined as the taking of any volume of optional gas by Customer during any period when the use of optional gas is curtailed in accordance with notice given by Company. Company shall bill, and Customer shall pay \$2.50 per Ccf for all volumes of unauthorized use gas in addition to the rate billed under this schedule.

Contract

Customer shall contract for service hereunder for a term of not less than one (1) year. Upon the expiration of any contract term, the contract shall be automatically renewed for a period of one (1) year. At any time following the first contract year, service may be terminated by either party following at least six (6) months' notice to the other party.

A day, as used herein, shall be defined as a period of 24 consecutive hours designated by Company to coincide with applicable pipeline contract.

RateCustomer Charge

A monthly customer charge of \$423.74 per meter is payable regardless of the usage of gas.

OPTIONAL GAS SERVICE (Continued)RATE SCHEDULE 850Demand Charge

The monthly demand charge shall be the daily firm demand quantity contracted for by the customer multiplied by \$0.6834 per Ccf.

Commodity Charge

First 20,000 Ccf	\$0.1677
Next 80,000 Ccf	\$0.1410
100,000 Ccf or more	\$0.1226

Minimum Bill

The minimum monthly bill shall be the customer charge and the demand charge, if any.

Payment

Each monthly bill for service is due and payable on the date it is issued. A charge of one and one-half percent (1.5%) may be added to the amount of any balance in excess of \$20 remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue.

Service Regulations

Gas service at these schedules will be furnished in accordance with the Company's Service Regulations, copies of which are available for public reference during business hours at each of the Company's offices and on the Company's website at [www.libertyutilities/ga](http://www.libertyutilities/ga).

If any sales, excise or other new or additional taxes are hereafter imposed against Company and/or the Company from whom they purchase the gas, or transportation or sale of gas deliverable hereunder, such tax or taxes are to be reimbursed by Customer to Company. However, if Customer does not pay such tax or taxes, this contract may be cancelled by Company as of date such tax or taxes first apply.

Activation Charge

When a customer applies to initiate service, a charge of \$40.00 will be assessed to cover the cost of activating service.

Purchased Gas Adjustment

Bills for service are subject to adjustment for changes in the cost of purchased gas in accordance with the provisions of the Purchased Gas Adjustment Rider filed as part of each of the rate schedules of the Company with the Georgia Public Service Commission and approved by such Commission.

OPTIONAL GAS SERVICE (Continued)

RATE SCHEDULE 850

Priority of Service Provision

Service under this schedule may be curtailed in whole, or in part, by Company at any time when necessary in the judgment of Company to protect service for essential human needs such as hospitals, schools, institutions, residences and essential businesses, or by reason of an event of force majeure, or to facilitate Company's compliance with curtailment or load control plans approved by the Georgia Public Service Commission or by any governmental body or agency having jurisdiction with respect to Company or to Company's suppliers.

Customers served under this Rate Schedule shall be required to pay for the cost and installation of measurement data collection and verification equipment. Customers shall also be required to pay the cost of installation, maintenance and any monthly usage charges associated with telephone, power or other utilities or any sources required for the operation of the data collection and verification equipment. Customers shall also be required to provide adequate space in new or existent facilities for the installation of the data collection equipment.

TRANSPORTATION SERVICE

RATE SCHEDULE 860

A. Availability

This rate schedule provides for the transportation of gas received by the Company from the Connecting Pipeline Company for the Customer's account to that Customer's facilities. Service under this rate schedule is available to commercial and industrial customers using 100,000 Ccf annually or customers using 370 Ccf per day during off peak periods. This rate schedule is offered as a companion to the customer's existing sales rate schedule.

B. Definitions

For purposes hereof:

- (i) "Connecting Pipeline Company" means a pipeline supplier to the Company whose facilities in the sole judgment of the Company can be utilized to transport gas to the Company for delivery by the Company to the Customer under this rate schedule.
- (ii) "Transportation Imbalance" occurs when more or less gas is received by the Company from the Connecting Pipeline Company for the customer's account, less the unaccounted for gas adjustment, than is delivered to that customer's facilities for the month.
- (iii) "PGA Rider" means the Company's Purchased Gas Adjustment Rider, as amended and approved by the Commission from time to time.

C. Terms and Provisions of Service Under This Rate Schedule

- (i) The Company at its option may require a contract for a specified period of time in rendering transportation service.
- (ii) Except as expressly modified by the provisions of this rate schedule all of the terms, provisions, and conditions of the companion rate schedule (as made effective by the Commission from time to time) applicable to Customer shall also apply to service by the Company to Customer under this rate schedule.
- (iii) Customer shall notify Company in writing a least ten (10) working days in advance of each billing month of the volume of gas to be delivered into the Company's system for the account of the Customer during the billing month and the daily rate of delivery. The quantity of gas delivered into the Company's facilities for the account of the Customer shall be based on the transportation allocation for that month by the Connecting Pipeline Company. Adjustments will be made if the Connecting Pipeline Company's reported volumes vary from the nominated volume.

TRANSPORTATION SERVICE

RATE SCHEDULE 860 (Continued)

C. Terms and Provisions of Service Under This Rate Schedule

- (iv) The Customer is responsible for making all arrangements for transporting the gas from its source of supply to the Company's interconnection with the Connecting Pipeline Company unless other written arrangements have been made between the Customer and the Company.
- (v) The Customer shall warrant that they have good and legal title to all gas which Customer causes to be delivered into the Company's facilities and Customer shall hold the Company harmless from any loss or claim in regard to the same.
- (vi) The Company may enforce the balancing provisions of the respective Connecting Pipeline Company which could result in cash out, scheduling/balancing fees and/or penalties being assessed to the Customer.

The Company may assess a scheduling fee for any daily transportation imbalance in excess of 10% of the Customer's daily confirmed nomination. The fee will be calculated as follows:

$([\text{annual storage demand charges}/\text{MDWQ}]/365) + (\text{annual storage capacity charges}/\text{total capacity}) + \text{average injection and withdrawal costs.}$

Costs for all storages used in providing for balancing will be included.

- (vii) The Company shall not be obligated to provide delivery service hereunder, in excess of the levels specified in the Rate Schedule 850 Firm Contract.
- (viii) A two percent (2%) adjustment for unaccounted gas shall be made to the volumes of gas delivered into the Company's facilities for the Customer's account, and the volumes of gas delivered to the Customer under this rate schedule shall be reduced by such percentage.
- (ix) The Company reserves the right to refuse to accept gas for the account of the Customer into Company's facilities if the same would reduce the volume of gas otherwise available to Company from the Connecting Pipeline Company.
- (x) All volumes transported under the terms of this rate schedule shall be included in the Purchased Gas Adjustment computations at the regular commodity rate used in such computations, and included in the sales volumes of the Purchased Gas Adjustment and Franchise Tax Recovery computations.
- (xi) Customers served under this Rate Schedule shall be required to pay for the cost and installation of measurement data collection and verification equipment. Customers shall also be required to pay the cost of installation, maintenance and any monthly usage charges associated with telephone, power or other utilities or energy sources required for the operation of the data collection and verification equipment. Customers shall also be required to provide adequate space in new or existent facilities for the installation of the data collection equipment.

**TRANSPORTATION SERVICE**

**RATE SCHEDULE 860 (Continued)**

D. Pooling Service

- (i) For the purpose of this section, A Pool Manager is defined as an entity which has been appointed by a customer or group of customers served under this rate schedule to perform the functions and responsibilities of requesting information, nominating supply, and other related duties. The Pool Manager shall have all the rights under this Transportation Service as does a Customer transporting gas supply directly under this Transportation Service.
- (ii) For purposes of this section, a Pool is a group of transportation customers within an established pooling area whose gas needs are combined and managed by a single Pool Manager.
- (iii) The Pool Manager will be responsible for arranging for volumes of transportation n gas to meet the daily and monthly requirements of customers in the pool. The cash out provisions of Subsection C (vi) shall be applied against the aggregate volume of all customers in a specific pool. The Pool Manager will be responsible for the payment of any monthly cash out payments, scheduling fees and any penalties incurred by a specific pool as a result of monthly or daily imbalances.
- (iv) The Company, at the Company's sole discretion, shall establish pooling areas by Connecting Pipeline, Pipeline zone, Company receipt point, geographic area, operational area, administrative or other appropriate parameters.
- (v) No customer shall participate in a Pool that does not individually meet the availability conditions of this rate schedule, and no customer shall participate in more than one pool concurrently.
- (vi) To receive service hereunder, the Pool Manager shall enter into a Pool Management Agreement with Company and shall submit an Agency Authorization Form for each member of the pool, signed by both Customer and its Pool Manager.
- (vii) The Pool Manager shall submit a signed Pool Management Agreement and an Agency Authorization Form for each member of the pool at least 30 days prior to the beginning of a billing period when service under this rate schedule shall commence. A customer who terminates service under this rate schedule or who desires to change Pool Managers shall likewise provide Company with a written notice at least 30 days prior to the end of a billing period.

**TRANSPORTATION SERVICE****RATE SCHEDULE 860 (Continued)**

- (viii) The Pool Manager shall upon request of the Company agree to maintain a cash deposit, a surety bond, an irrevocable letter of credit, or such other financial instrument satisfactory to Company in order to assure the Pool Manager's performance of its obligations under the Pool Management Agreement. In determining the level of the deposit, bond, or other surety to be required of the Pool Manager, the Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of the Pool members, the general credit worthiness of the Pool Manager, and the Pool Managers prior credit record with the Company, if any. In the event that the Pool Manager defaults on its obligations under this rate schedule or the Pool Management Agreement, the company shall have the right to use such cash deposit, or proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy the Pool Manager's obligation hereunder. Specific terms and conditions regarding credit requirements shall be included in the Pool Management Agreement. Such credit requirements shall be administered by the Company in a non-discriminatory manner, and such credit requirements may change as the requirements of the pool change.
- (ix) The Pool Manager shall notify the Company in writing of any changes in the composition of the pool at least 30 days prior to the beginning of the first billing period that would apply to the modified pool.
- (x) The Pool Management Agreement will be terminated by the Company upon 30 days written notice if a Pool Manager fails to meet any condition of this rate schedule. The Pool Management Agreement will also be terminated by the Company upon 30 days written notice if the Pool Manager has payments in arrears. Written notice of termination of the Pool Management Agreement shall be provided both to the Pool Manager and to the individual members of the pool by the Company.
- (xi) Company shall directly bill the Pool Manager for the monthly cash out charges, penalties, or other payments contained in this rate schedule. The monthly bill will be due and payable on the date it is issued. A charge of five percent (5%) may be added to the amount of any bill remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue.
- (xii) Company shall directly bill the individual customers in the pool for all Customer Charges, Demand Charges, and Commodity Charges as provided for in either this rate schedule or its companion rate schedule.

**TRANSPORTATION SERVICE**

**RATE SCHEDULE 860 (Continued)**

E. Rate

Customer Charge

A monthly customer charge of \$423.74 per meter is payable regardless of the usage of gas.

Demand Charge

The monthly demand charge shall be the daily firm demand quantity contracted for by the customer multiplied by \$0.6834 per Ccf.

Commodity Charge

When applicable, the Customer shall be billed at the following rate plus an adjusted Purchased Gas Adjustment factor, multiplied by the quantity of gas delivered under this rate schedule.

Based on 830 rate	\$0.2048
Based on 850 rate	
First 20,000 Ccf	\$0.1677
Next 80,000 Ccf	\$0.1410
100,000 Ccf or more	\$0.1226

Minimum Bill

The minimum monthly bill shall be the customer charge and the demand charge, if any.

Activation Charge

When a customer applies to initiate service, a charge of \$40.00 will be assessed to cover the cost of activating service.

Payment

Each monthly bill for service is due and payable on the date it is issued. A charge of one and one-half percent (1.5%) may be added to the amount of any balance in excess of \$20 remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue.

ECONOMIC DEVELOPMENT GAS SERVICE

Schedule 880: All Service Areas

Availability

Service under this Schedule is available to customers engaged in the manufacturing process at discounted or incentive rates. To be eligible for service under this schedule certain conditions must be met by the customer. Existing customers served under another rate schedule to be eligible for service under this rate schedule must contract for sufficient natural gas demand to produce an increase in consumption of 135,000 Ccf annually. New customers served under this rate schedule to be eligible must contract for at least 270,000 Ccf annually.

This Schedule is intended to allow the Company to offer incentive or discount type rates designed to enhance the Company's system utilization while encouraging industrial development within the Company's service areas.

Special Terms and Conditions

A contract shall be executed by the customer for a minimum of 4 years. The contract shall specify the customer's natural gas requirements.

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

Qualifying consumption shall result from an increase in business activity and not merely from the resumption of normal operations following a period of abnormal operating conditions. If in the Company's opinion an abnormal operating period has occurred as a result of strike, equipment failure, or any other abnormal condition during the twelve (12) month period prior to the date of the application by the customer for service under this rate schedule, the Company shall adjust the customer's consumption to eliminate any abnormal condition. The Company through use of historical data shall determine "Base Load" for existing customers. Volumes used in excess of "Base Load" shall be considered "Qualifying Consumption" and eligible under this schedule. Loads which are or have been served by the Company during all or part of the twelve (12) month period prior to service under this rate schedule, and which are relocated to another metering point within the Company's service area, shall not qualify for this rate schedule.

The existing facilities of the Company must be adequate in the judgment of the Company to supply the new or expanded natural gas requirements. If construction of new or expanded local facilities by the Company is required, the customer may be required to make a Contribution in Aid of Construction for the installed cost of such facilities. The Company will evaluate the customer's request for service and determine the necessity of a contribution for construction of facilities based on the Extension of Service provisions of the General Terms and Conditions of the Company's filed tariff. The Company shall review the Customer's consumption each year to determine whether the Customer has fulfilled their projected usage requirement to remain eligible for service under this rate schedule.

ECONOMIC DEVELOPMENT GAS SERVICE

Schedule 880: All Service Areas (Continued)

Customer Charge

A monthly customer charge is payable regardless of the use of gas based on the rate schedule that would apply to the Customer absent this rate schedule. Customer may contact Company to determine appropriate rate schedule.

Monthly Rate

The following adjustment factors will be applied to the "Qualifying Consumption" and based on the rate schedule that would apply to the Customer absent this rate schedule.

<u>Billing Month</u> <u>In Contract Year</u>	<u>Adjustment Factor</u>
1st Through 12th	60.00%
13th Through 24th	70.00%
25th Through 36th	80.00%
36th Through 48th	90.00%
After 48 <sup>th</sup> Month	100.00%

Minimum Bill

The minimum monthly bill shall be the Customer Charge.

Payment

Each monthly bill for service is due and payable on the date it is issued. A charge of one and one-half percent (1.5%) may be added to the amount of any balance in excess of \$20 remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue.

Service Regulations

Gas service at these schedules will be furnished in accordance with the Company's Service Regulations, copies of which are available for public reference during business hours at each of the Company's offices and on the Company's website at [www.libertyutilities/ga](http://www.libertyutilities/ga).

## ECONOMIC DEVELOPMENT GAS SERVICE

## Schedule 880: All Service Areas (Continued)

Service Regulations (Continued)

If any sales, excise or other new or additional taxes are hereafter imposed against Company and/or the Company from whom they purchase the gas, or transportation or sale of gas deliverable hereunder, such tax or taxes are to be reimbursed by Customer to Company. However, if Customer does not pay such tax or taxes, this contract may be cancelled by Company as of date such tax or taxes first apply.

Activation Charge

When a customer applies to initiate service, a charge of \$40.00 will be assessed to cover the cost of activating service.

Purchased Gas Adjustment

Bills for service are subject to adjustment for changes in the cost of purchased gas in accordance with the provisions of the Purchased Gas Adjustment Rider filed as part of each of the rate schedules of the Company with the Georgia Public Service Commission and approved by such Commission.

Priority of Service Provision

Service under this schedule may be curtailed in whole, or in part, by Company at any time when necessary in the judgment of Company to protect service for essential human needs such as residences, hospitals, schools, institutions and essential businesses, or by reason of an event of force majeure, or to facilitate Company's compliance with curtailment or load control plans approved by the Georgia Public Service Commission or by any governmental body or agency having jurisdiction with respect to Company or to Company's suppliers.

NEGOTIATED GAS SERVICERATE SCHEDULE 891Applicability

Gas Service under this rate schedule is available to those customers having alternate fuel capability at the Company's discretion. This rate schedule is designed to permit the Company to meet alternate fuel and/or gas to gas competition. Service under this rate schedule shall be fully optional and subject to curtailment prior to optional customers on regular Rate Schedule 850.

The intent of this rate schedule is to provide the Company flexibility to sell gas at negotiated rates when the otherwise applicable tariff rates are non-competitive. The Company will make every effort to maximize recovery of base margins and fixed components of the purchased gas adjustment. In the event this rate schedule is implemented, the revenue deficiency will be added to the balancing adjustment of the Purchased Gas Adjustment Rider approved by the Georgia Public Service Commission.

RateCustomer Charge

A monthly customer charge of \$100.00 per meter is payable regardless of the usage of gas.

Demand Charge

The monthly demand charge shall be the daily firm demand quantity contracted for by the customer multiplied by \$.456 per Ccf.

Commodity Charge

The rates charged under this rate schedule shall be negotiated monthly on a per customer basis. The Company may require supporting documents from the end-user certifying that the cost of available alternate supply is less than the otherwise applicable tariff rate. The maximum charge shall not exceed the sales rate schedule under which the customer would otherwise be charged. The minimum charge shall not be less than the commodity cost of gas plus \$ .01 per Ccf.

NEGOTIATED GAS SERVICE

RATE SCHEDULE 891 (Continued)

Rate - continued

Minimum Bill

The monthly bill shall be the customer charge and the demand charge, if any.

Payment

Each monthly bill for service is due and payable on the date it is issued. A charge of one and one-half percent (1.5%) may be added to the amount of any balance in excess of \$20 remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue.

All applicable taxes shall be levied against sales under this rate schedule.

COGENERATION, COMPRESSED NATURAL GAS, FUEL CELL SERVICERATE SCHEDULE 892Purpose

The purpose of providing service under this schedule is to increase utilization of system supplies and system capacity.

Applicability

This schedule is available to the extent gas supply and delivery capacity is available to commercial and industrial customers, existing or new, for use as a single prime fuel source to generate electrical and thermal energy in order to optimize efficiency. This schedule is also available for compressed natural gas for automobile and truck fleets, fork lifts, and fuel cell service.

Eligibility

Eligible customers shall include those who are currently connected to the Company's gas main or who will become newly connected. In either case, service will be provided, at the Company's option, through a separate meter.

Character of Service

Natural gas with a heating value of approximately 100,000 Btu per hundred cubic feet, supplied through a single delivery point meter, at the standard equipment utilization pressure, or at such higher delivery pressure as approved by Company.

RateCustomer Charge

A monthly charge of \$423.74 for each customer.

Customer charge for adjacent connected load will not be duplicated, otherwise the facilities charge will be at the customer's regular schedule charge.

Commodity Charge

Service provided under this schedule will be billed at \$0.2099 per Ccf.

COGENERATION, COMPRESSED NATURAL GAS, FUEL CELL SERVICE (Continued)

RATE SCHEDULE 892

Payment

Each monthly bill for service is due and payable on the date it is issued. A charge of one and one-half percent (1.5%) may be added to the amount of any balance in excess of \$20 remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue.

Contract

Customers shall contract for service hereunder for a term of not less than one (1) year. Upon the expiration of any contract term, the contract shall be automatically renewed for a period of one (1) year. At any time following the first contract year, service may be terminated by either party following at least six (6) months written notice to the other party.

Purchased Gas Adjustment

Bills for service are subject for changes in the cost of purchased gas in accordance with the Purchased Gas Adjustment (PGA) Provision approved by the Georgia Public Service Commission.

Service Regulations

Gas service at these schedules will be furnished in accordance with the Company's General Rules and Regulations, approved by the Commission, copies which are available for public inspection during regular business hours at each of the Company's offices and on the Company's website at [www.libertyutilities/ga](http://www.libertyutilities/ga).

Activation Charge

When a customer applies to initiate service, a charge of \$40.00 will be assessed to cover the cost of activating service.

LARGE TONNAGE AIR CONDITIONING GAS SERVICERATE SCHEDULE 893Purpose

The purpose of providing service under this schedule is to increase utilization of system supplies and system capacity.

Applicability

This schedule is available to the extent gas supply and delivery capacity is available to commercial and industrial customers whose requirements may include high load factor systems that provide chilled water, space conditioning, processing, and/or humidity control. These conditions may be accomplished by the utilization of absorption, gas engine driven or desiccant systems.

Eligibility

Eligible customers shall include those who are currently connected to the Company's gas main or who will become newly connected. In either case, service will be provided, at the Company's option, through a separate meter.

Character of Service

Natural gas with a heating value of approximately 100,000 Btu per hundred cubic feet, supplied through a single delivery point and a single meter, at the standard equipment utilization pressure or at such higher delivery pressure as approved by Company.

RateCustomer Charge

A monthly charge of \$423.74 for each customer.

Customer charge for adjacent connected load will not be duplicated otherwise the facilities charge will be at the customers regular schedule charge.

Commodity Charge

Service provided under this schedule will be billed at \$0.1837 per Ccf.

LARGE TONNAGE AIR CONDITIONING GAS SERVICE (continued)

RATE SCHEDULE 893

Payment

Each monthly bill for service is due and payable on the date it is issued. A charge of one and one-half percent (1.5%) may be added to the amount of any balance in excess of \$20 remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue..

Contract

Customers shall contract for service hereunder for a term of not less than one (1) year. Upon the expiration of any contract term, the contract shall be automatically renewed for a period of one (1) year. At any time following the first contract year service may be terminated by either party following at least six (6) months written notice to the other party.

Purchased Gas Adjustment

Bills for service are subject to changes in the cost of purchased gas in accordance with the Purchased Gas Adjustment (PGA) Provision approved by the Georgia Public Service Commission.

Service Regulations

Gas service at these schedules will be furnished in accordance with the Company's General Rules and Regulations, approved by the Commission, copies which are available for public inspection during regular business hours at each of the Company's offices and on the Company's website at [www.libertyutilities/ga](http://www.libertyutilities/ga).

Activation Charge

When a custom applies to initiate service, a charge of \$40.00 will be assessed to cover the cost of activating service.

EMERGENCY SERVICE

RATE SCHEDULE 894

Availability

To any regular natural gas customer subject to curtailment of service under the provisions of Company's optional rate schedules provided such customer has installed a standby or alternative energy capability with such capability being inoperative or unavailable, or having exhausted all supplies of alternate energy, as a result of a bona fide existing, or threatened, emergency which would otherwise force discontinuance of customer's operations.

Rate

In addition to Regular Rate under which Customer receives gas service a charge of \$2.00 per Mcf, or \$.20 per Ccf.

Character of Service

1. Any Customer desiring gas deliveries under this schedule must request such from Company's Load Control Department on a day-to-day basis, and Company reserves the right to refuse such service and to discontinue the furnishing of such service at any time should Company deem it necessary.
2. When Customer requests and is authorized service under this schedule, such request will be recorded on Company's records, and Customer will be billed under this schedule for all volumes shown by Company's measuring equipment for the period commencing with the curtailment order and terminating at the time of release from curtailment, excluding any quantity of "firm gas" allowed by contract.
3. Gas deliveries under this schedule will be made from pipeline allocations when a surplus is available, or, at the election of Company, will be made from the gas storage facilities of the Company.
4. All other provisions of the current rate schedule under which Customer is receiving service shall apply.

SUPPLEMENTAL SERVICE

RATE SCHEDULE 896

Territory

In the entire certificated service area of LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP.

Availability

At the Company's option to any customer using gas service for auxiliary or supplemental heating where any other energy source is used as the primary means of space heating, or for any intermittent use which results in an annual load factor of less than five (5) percent.

No gas delivered under this schedule is to be resold.

Rate

A monthly capacity charge of \$16.00 per hundred cubic feet per hour (100 CFH) of connected load, plus the regular rate for residential or commercial class of service.

Minimum Monthly Charge

The monthly capacity charge, plus the minimum charge of the regular applicable rate.

Contract Period

Minimum of one year of continuous service.

PURCHASED GAS ADJUSTMENT RIDER

I. Provision for Adjustment

The rates per CCF (100 cubic feet) of gas set forth in all of the Rate Schedules of LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP. (the "Company") shall be increased or decreased by an amount hereinafter described, which amount is called the "Purchased Gas Adjustment".

II. Definitions

"Suppliers" -- any person, firm or corporation from whom the Company purchases gas and/or transports gas for the Company including the natural gas pipeline companies listed in Paragraph VI of this Rider, from which the Company purchases gas at rates regulated by the Federal Energy Regulatory Commission.

"Computation Period" -- the period utilized to compute the effect upon the Company of increases or decreases in the cost of purchased gas from the Suppliers. The Computation Period for each Purchased Gas Adjustment computed pursuant to this Rider shall be the twelve-month period ending on the last day of a month which is no more than 62 days prior to the date upon which the Company begins to apply such Purchased Gas Adjustment under the terms of this Rider.

"Billing Determinants" -- the quantities of gas demand or other fixed maximums for which the Company has contracted with the Suppliers as of the end of the Computation Period; and the volumes of gas taken by the Company from the Suppliers during the Computation Period.

"Demand Cost" -- the product resulting from multiplying the sum of the demand Billing Determinants by the unit cost for such demand as set forth in the Suppliers' applicable rate schedules.

"Commodity Cost" -- the product resulting from multiplying the sum of the volumes of gas taken by the unit cost for such gas as set forth in the Suppliers' applicable rate schedules.

"Storage Cost" -- the product resulting from multiplying the sum of the storage Billing Determinants by the unit cost set forth in the Suppliers' applicable rate schedules.

PURCHASED GAS ADJUSTMENT RIDER (Continued)

“Billing Determinants” – the quantities of gas demand or other fixed maximums for which the Company has contracted with the suppliers, as well as the volumes taken by the Company from the Suppliers during a Recovery Year.

“Recovery Year” – the 12 calendar months commencing each October 1 and ending September 30.

III. A. Intent and Application to Various Purchases

This PGA Rider is intended to recover all of the Company’s Purchased Gas Costs incurred pursuant to an applicable Gas Supply Plan as well as any Gas Costs required to supply the demands of the Company’s Customers.

B. Computation and Application of Purchased Gas Adjustment

The Purchased Gas Adjustment shall be computed to the nearest one-hundredth cent per Ccf in the following manner:

The Firm Gas Sales Adjustment shall be the sum of the Demand Component (Adjustment "A"), Commodity Component (Adjustment "B"), and Storage Component (Adjustment "C").

- A. Demand Component -- the quotient obtained by dividing the Current Demand Cost by the Firm Sales in the Computation Period.
- B. Commodity Component -- the quotient obtained by dividing the Current Commodity Cost by the Total Sales in the Computation Period.
- C. Storage Component -- the quotient obtained by dividing the Total Storage Cost by the Total Sales in the Computation Period.

The Optional Gas Sales Adjustment – shall be the sum of the Commodity and the Storage Component set forth in “B” and “C” on the previous page.

The above is stated algebraically below.

Firm Gas Adjustment

$$\frac{Dc}{Sf} + \frac{Cc}{St} + \frac{Sc}{St}$$

Optional Gas Adjustment

$$\frac{Cc}{St} + \frac{Sc}{St}$$

PURCHASED GAS ADJUSTMENT RIDER (Continued)

B. Computation and Application of Purchased Gas Adjustment (Continued)

Where

Dc	=	Current Demand Cost
Cc	=	Current Commodity Cost
Sc	=	Storage Cost
Sf	=	Firm Sales
St	=	Total Sales

The resulting Purchased Gas Adjustment so computed (or any lesser adjustment which the Company may elect) shall be applied in full on the effective date of such Purchased Gas Adjustments.

C. Refund Credit

Unless otherwise directed by the Georgia Public Service Commission:

Within 30 days after the Company receives a Supplier's refund, it will determine a Refund Credit by separating the refunds into Demand Refund and commodity Refund. The Demand Refund and the Commodity Cost respectively which entered into the determination of the Refund. The Refund Credit shall be equitably apportioned between firm gas sales and optional gas sales as directed by the Georgia Public Service Commission and shall be calculated to the nearest 1/100 per CCF.

The resulting Refund Credit shall be subtracted from the Purchased Gas Adjustment (if such adjustment produces an increase) or added to such adjustment (if such adjustment produces a decrease) or added to such after receipt of such Suppliers' Refund. If the total of such Refund Credits thus applied to customers' bills differs from the amount of the Supplier's Refund, the difference shall be subtracted from or added to the refund amounts set forth above (according to whether such total exceeds or is less than the Suppliers' Refund) when the next ensuing Refund Credit is computed under this Rider.

IV. Application of Adjustment and Filing with Commission

By July 1 of each year, the Company will file with the Commission the Gas Supply Plan, the fixed value of the Demand Component, and the Commodity Component for the following Recovery Year. At least every three months the Company will file with the Commission changes to the adjustment factor that begin at least 15 days after the date of such filing.

PURCHASED GAS ADJUSTMENT RIDER (Continued)

V. Filing with the Georgia Public Service Commission

The PGA Factor, computed hereunder, shall be applied to all bills rendered on the date for which such adjustment was made.

The adjustment factors to be effective during the Recovery Year commencing October 1, 1994, shall be set at levels appropriate to account for under-recoveries or over-recoveries, if any, under the PGA Rider of the Company in effect prior to October 1, 1994. The adjustment factors to be applicable during each Recovery Year commencing October 1, 1995, and thereafter, shall be set at levels appropriate to account for under-or over-recoveries by the Company during the preceding Recovery year.

If a literal application of the provision hereof to any particular situation would produce an unreasonable result which does not comport with or achieve the intent hereof and of the controlling law, the Commission may prescribe the specific treatment to be given to such situation hereunder in order to achieve such intent and purposes.

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

APPLIES TO GAINESVILLE, GEORGIA

	<u>FIRM</u>	<u>OPTIONAL</u>
Purchased Gas Adjustment Effective October 1, 2017	\$0.4608	\$0.3361 per Ccf
Docket No. 40291 Balancing Adjustment October 1, 2017	(\$0.0133)	(\$0.0254)
	<hr/>	<hr/>
Total Adjustment Effective October 1, 2017	\$0.4475 per Ccf	\$0.3107 per Ccf

APPLIES TO COLUMBUS, GEORGIA

	<u>FIRM</u>	<u>OPTIONAL</u>
Purchased Gas Adjustment Effective October 1, 2017	\$0.4608	\$0.3361 per Ccf
Docket No. 39388 Balancing Adjustment October 1, 2017	(\$0.0133)	(\$0.0254)
	<hr/>	<hr/>
Total Adjustment Effective October 1, 2017	\$0.4475 per Ccf	\$0.3107 per Ccf

**Franchise Tax Recovery**

Franchise fees imposed on the Company will be assessed to each customer based on the customer's actual monthly bill.

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

WEATHER NORMALIZATION ADJUSTMENT (WNA) RIDER

Provisions for Adjustment

The base rate per Ccf (100,000 Btu) for gas service set forth in Rate Schedules 810, 820 and 830 applicable to residential and commercial customers of LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP., (Company) shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment."

Definitions

For purpose of this Rider:

"Commission" means the Georgia Public Service Commission

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

Computation of Weather Normalization Adjustment

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

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

Where

- I = any particular Rate Schedule 810, 820 and/or 830 or billing classification within any such particular Rate Schedule that contains more than one billing classification
- WNA<sub>i</sub> = Weather Normalization Adjustment Factor for the i<sup>th</sup> rate schedule or classification expressed in cents per Ccf.
- R<sub>i</sub> = base rate of temperature sensitive sales for the i<sup>th</sup> schedule or classification utilized by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues

WEATHER NORMALIZATION ADJUSTMENT (WNA) RIDER (Continued)

- HSF<sub>i</sub> = heat sensitive factor for the i<sup>th</sup> schedule or classification utilized by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues
- NDD = normal billing cycle heating degree days utilized by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues
- ADD = actual billing cycle heating degree days
- BL<sub>i</sub> = base load sales for the i<sup>th</sup> schedule or classification utilized by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues

Filing with Commission

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

PIPE REPLACEMENT SURCHARGE

I. Provision for Adjustment

The monthly customer charge of all Rate Schedules approved by the Georgia Public Service Commission shall be increased by an amount hereinafter described, which amount is called the "Pipe Replacement Surcharge".

II. Computation and Application of Pipe Replacement Surcharge

Pursuant to Commission Order in Docket 12509-U an increment of \$9.15 per residential customer, \$27.44 per commercial customer and \$228.65 per industrial customer per month will be applied to currently approved customer charges within all Rate Schedules effective October 1, 2017.

Any changes to the rate set forth herein must first be filed with the Commission and approved by the Commission prior to an effective date.

III. Exemptions

Senior Citizens/low income customers (over 65 and annual income of less than \$14,355) are exempt from the pipe replacement surcharge.

IV. Filings with the Commission

The Company shall file quarterly reports with the Commission and shall also make an annual filing no later than February 15th of each year for the previous fiscal year which ends on September 30<sup>th</sup> in compliance with the Commission's Order in this Docket.

MARGIN LOSS RECOVERY RIDER

I. Provision for Adjustment

The rates per Ccf (100 cubic feet) of gas set forth in all of the Rate Schedules of LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP., (the "Company") shall be increased by an amount hereinafter described, which amount is called the "Margin Loss Recovery Factor."

II. Computation and Application of Margin Loss Recovery Factor

The Margin Loss Recovery Factor for the Company's Georgia service areas shall be computed to the nearest one-hundredth cent per Ccf in the following manner:

1. The Company shall recover forty percent (40%) of the margin loss from firm customers, thirty-five percent (35%) from interruptible customers, and the Company shall absorb the remaining twenty-five percent (25%).
2. The recovery factor shall be determined by dividing the margin loss from the recovery period by the billing determinants approved in the Company's most recent rate proceeding.
3. The recovery factor shall be applied to currently approved commodity charges within all Firm and Interruptible Rate Schedules.

III. Balancing Adjustment

- A. The balancing adjustment shall be used to reconcile the difference between the amount of margin loss actually collected and the amount of margin loss that should have been collected.
- B. The balancing adjustment shall be calculated on the prior recovery period, and either increase or decrease the revised recovery factor.

- IV. The Company shall file as directed by the Georgia Public Service Commission a detailed report stating the amount of margin loss to be recovered. The report shall include all calculations used by the Company to determine the margin loss amount.

RESERVED FOR FUTURE USE

**GRAM****Georgia Rate Adjustment Mechanism (“GRAM”)****I. Applicable**

To all gas sold and transported under tariff services excluding special contracts.

**II. Purpose**

This Georgia Rate Adjustment Mechanism (“GRAM”) is designed to implement an annual earnings review and non-gas-cost revenue (“base rate revenue”) adjustment (first authorized by the Georgia Public Service Commission in Docket 34734). If, through the implementation of the provisions of this mechanism, it is determined that rates should be decreased or increased, then rates will be adjusted accordingly in the manner set forth herein. The rate adjustments implemented under this mechanism will reflect changes in the Company’s base rate revenues, cost of service, and rate base.

**III. Definitions**

- A) **Annual Evaluation Date** shall be the date the Company will make its annual GRAM filing. The Annual Evaluation Date shall be no later than October 1 of each year, unless: (a) the Company files either a comprehensive rate case prior to October 1; or (b) the Company files a notice with the Commission of its intent to file a comprehensive rate case prior to the end of such calendar year. The annual filing under this mechanism shall be made in electronic form where practicable.
- B) **Historic Test Year** is defined as the twelve month period ending June 30 of each calendar year in which an Annual Evaluation Date occurs.
- C) **Forward Looking Test Year** is defined as the twelve month period ending August 31 of each year in which an Annual Evaluation Date occurs during the same 12-month period.
- D) **Rate Effective Period** is defined as the twelve month period in which base rates determined under this mechanism (“**Effective Rates**”) shall be in effect. The Effective Rates shall apply to bills rendered from February 1 to January 31, unless the beginning of the Rate Effective Period is delayed as provided in Section VIII below.
- E) **Reconciliation Adjustment Date** shall be the date the Company will define an adjustment (“**Reconciliation Adjustment**”) to effective rates to compensate for any over or under collection of base rate revenues during a Rate Effective Period. The Reconciliation Adjustment Date shall be no later than April 30 of each year. The Reconciliation Adjustment shall apply to bills rendered from the following February 1 to January 31 of the next year pursuant to Section VI.
- F) **Final Order** as referenced in this tariff shall initially be the final order issued in Docket Number 30442. In the event there is a subsequent comprehensive rate proceeding establishing new base rates for the Company in Georgia, then the final order of the Commission in such subsequent comprehensive rate proceeding shall be the **Final Order** for purposes of administering this mechanism.
- G) **New Matters** as referenced in this tariff refers to new issues, adjustments or ratemaking topics that would affect the annual GRAM filing for which there is no prior determination regarding the Company by the Georgia Public Service Commission.

**IV. Quarterly Financial Filings**

The Company shall file quarterly financial filings sixty (60) to seventy-five (75) days after the end of each quarter. The quarterly financial filings shall be in the form and contain actual data illustrated by the sample quarterly financial filing identified as Attachment I and attached to the Stipulation approved by the Commission in Docket No. 34734 by Order dated December 27, 2011. As part of the quarterly report, the Company shall provide capital budget information (in the form illustrated by the capital budget information identified as Attachment II to the Stipulation referenced above) to compare the capital budget against actual activity. Capital budget data for the Forward Looking Test Year shall be provided with a detailed description of capital expenditure items. Data for the Historic Test Year shall provide a variance analysis by providing a schedule with columns for the Historic Test Year to include capital budget categories, the amount budgeted, actual capital budget spending, and a variance between actual spending and the projected budget (as illustrated by Work Paper 6-8 of Attachment II referenced above). In the future, Staff and the Company may mutually agree in writing to modifications to the form and/or content of the quarterly financial filings without a subsequent order from the Commission, and such agreed to modifications, if any, will govern future quarterly financial filings thereafter. If Staff and the Company cannot agree on proposed modifications, the matter may be brought before the Commission for a decision.

**V. Annual GRAM Filing**

On the Annual Evaluation Date each year the Company shall file with the Commission schedules that reflect the actual annual amounts as reflected on the books and records of the Company for the Historic Test Year as well as the projected amounts expected during the Forward Looking Test Year.

**A. Contents of the Annual Filing.** The annual GRAM filings shall be in the form and contain actual data illustrated by the sample annual GRAM filing identified as Attachment III to the Stipulation approved by the Commission in Docket No. 34734 by Order dated December 27, 2011, and shall include:

- Schedule 1: Calculation of Revenue Deficiency
- Schedule 2: Average Rate Base: with supporting workpapers
- Schedule 3: Income Statement
- Schedule 4: Operating Revenues: with supporting workpapers
- Schedule 5: Operating Expense Summary: with supporting workpapers
- Schedule 6: Depreciation Expense: with supporting workpapers
- Schedule 7: Taxes and Other Income: with supporting workpapers
- Schedule 8: Calculation of Federal and State Income Taxes
- Schedule 9: Derivation of the Income Expansion Factor
- Schedule 10: Capital Structure and Cost of Capital (Projected)
- Schedule 11: Calculation of Adjustment

In the future, Staff and the Company may mutually agree in writing to modifications to the form and/or content of the annual GRAM filings without a subsequent order from the Commission, and such agreed to modifications, if any, will govern future annual GRAM filings thereafter. If Staff and the company cannot agree on modifications, then the matter shall be decided by the Commission.

**B. Revenue Requirements.** Regarding data that demonstrates the Forward Looking Test Year base rate revenue requirements:

- a. Rate Base shall be calculated using actual net plant in service, construction work in progress, accumulated deferred income taxes, inventory, working capital, and other rate base components. Adjustments shall be reflected to incorporate forecasted capital expenditures, as well as other rate base adjustments to represent the balances during the Forward Looking Test Year. Cash Working Capital requirements will be reflected in a manner consistent with the Cash Working Capital requirements approved in the Final Order.
  - b. Depreciation expenses shall reflect the depreciation rates most recently approved by the Commission in the Final Order.
  - c. Actual Historic Test Year operating and maintenance costs (including but not limited to all payroll and compensation expense, all benefit expense, all pension expense, insurance costs, materials and supplies, bad debt costs, all medical expense, commitment and banking fees, transportation and building and lease costs) shall be adjusted to incorporate forecasted adjustments for each such operating and maintenance cost for the Forward Looking Test Year using adjustment factors that are calculated in the same manner as the adjustment factors that were used in the Final Order for:
    - i. an Other Pension and Employee Benefits ("OPEB") Inflation Factor;
    - ii. a Pension Account Plan Inflation Factor;
    - iii. a General Inflation Factor;
    - iv. a Medical Inflation Factor; and
    - v. a Labor Inflation Factor.
  - d. The Historic Test Year data shall include actual income taxes and taxes other than income taxes, and the Forward Looking Test Year data shall include adjustments to the Historic Test Year tax data to reflect the expected taxes for the Forward Looking Test Year.
  - e. The Historic Test Year data shall include actual base rate revenues by billing component, and the Forward Looking Test Year data shall reflect adjustments to forecast base rate revenue billing determinants based on the base rate revenue forecasting methodologies that were used in the Final Order for projecting the number of customers and average customer use.
  - f. The Historic Test Year data shall include actual capital structure and cost of debt. The schedules for the Forward Looking Test Year shall reflect and be based upon the most recent 13 month average historical capital structure and cost of debt as of June 30.
  - g. All schedules filed pursuant to this mechanism shall reflect applicable accounting and pro forma adjustments as established in the Final Order as well as other adjustments required to account properly for atypical, unusual, or nonrecurring events.
  - h. Adjustment methodologies for the Pipe Replacement Program ("PRP") shall be consistent with those in the Final Order. Provided, however, that following the first Forward Looking Test Year in which no PRP costs are incurred during the relevant Historic Test Year, the PRP mechanism shall cease to operate and the costs and base rate revenues that would otherwise have been reflected in the PRP mechanism shall be included in establishing base rates under GRAM.
- C. Calculation of Adjustments to Rates for the Forward Looking Test Year.** The Annual GRAM filing shall include additional schedules indicating the following revenue deficiency/sufficiency calculations using the methodology accepted in the Final Order. These schedules shall identify the base rate adjustments, if any that are necessary for the Forward Looking Test Year. If adjustments are required as set forth below, the resulting Effective Rates shall also be included with the filed schedules.
- a. An earnings band is established and is defined as the range between two tenths of one percent (0.2%) above and two-tenths of one percent (0.2%) below the ROE established in the Final Order. As an illustration, the ROE established in Docket 30442 was 10.7%; the earnings band range for the ROE established in Docket No. 30442 is thus 10.5% to 10.9%.
  - b. If the Company's earnings during the Forward Looking Test Year (excluding Reconciliation Adjustments as provided for in Section VI, if any) are projected to exceed the upper end of the

earnings band, the Annual GRAM Filing shall include an adjustment to base rates calculated to lower the base rate revenue to achieve the specified upper end of the earnings band.

- c. If the Company's earnings during the Forward Looking Test Year (excluding Reconciliation Adjustments as provided for in Section VI, if any) are projected to be below the lower end of the earnings band, the Annual GRAM Filing shall include an adjustment to base rates calculated to increase the revenue in order to collect the additional base rate revenue required to achieve the specified lower end of the earnings band.
- d. If the ROE is calculated to fall within the earnings band, no adjustment to base rates will occur.

**D. Proof of Revenues and Rate Design.** The Annual GRAM Filing shall include a schedule demonstrating the "proof of revenues" relied upon to calculate the proposed Effective Rates for the Forward Looking Test Year. The proposed base rate adjustment (if any) will be spread to each customer class' tariff customer charge and distribution charge (excluding special contracts) in proportion to the relative base rate revenue share as approved in the Final Order. The proposed new Effective Rates shall be effective on bills rendered from February 1 to January 31 (the "Rate Effective Period") unless the beginning of the Rate Effective Period is delayed as provided in Section VIII below.

#### **VI. Calculation of the Revenue Reconciliation Adjustment**

During the Rate Effective Period, generally February through January of the following year, the Company shall track actual base rate revenues collected to be compared to the projected base rate revenues as follows: By April 30<sup>th</sup> following each Rate Effective Period, the Company shall file with the Commission a Revenue Reconciliation Adjustment Filing consisting of schedules that compare (a) the preceding Forward Looking Test Year base rate revenue projections whose rates were in effect during the Rate Effective Period with (b) actual base rate revenues related to amounts billed during the Rate Effective Period for services that have been provided. These schedules shall exclude special contracts and PRP revenues. If such actual base rate revenues (excluding Reconciliation Adjustments as provided for in this Section VI, if any) during the preceding Rate Effective Period exceeded the base rate revenue projections for the Forward Looking Test Year, the Revenue Reconciliation Adjustment Filing shall include a Reconciliation Adjustment calculated to lower base rates over a 12-month period by the amount that such actual base rate revenues exceeded projections. If the Company's actual base rate revenues (excluding Reconciliation Adjustments as provided for in this Section VI, if any) during the preceding Rate Effective Period were below the base rate revenue projections for the Forward Looking Test Year, the Revenue Reconciliation Adjustment Filing shall include a Reconciliation Adjustment calculated to increase base rates over a 12-month period by the amount that such projected base rate revenues exceeded actual base rate revenues. The Reconciliation Adjustment, which relates to amounts billed during the Rate Effective Period for services that had been previously provided, will be spread to each customer class's tariff customer charge in proportion to the relative base rate revenue share as approved in the Final Order on each bill rendered during the Rate Effective Period following the calculation of the Reconciliation Adjustment. The Company's Revenue Reconciliation Adjustment Filing will include the following information to support Staff's ability to notify the Company of any potential adjustment to the Reconciliation Adjustment by June 30, and their ability to present a recommendation on such base rate adjustments to the Commission no later than the first Energy Committee on or after August 1 so that the Commission may vote on any such recommendation concerning an adjustment to base rates:

- a. Actual monthly base rate revenues collected;
- b. Projected base rate revenues; and
- c. Variance between the actual and projected base rate revenues.

**VII. Attestation**

A sworn statement shall be filed by a Company officer responsible for Georgia Operations affirming that the filed schedules are in compliance with the provisions of this mechanism and are true and correct to the best of his/her knowledge, information and belief. No testimony in addition to such attestation in support of the proposed adjustments shall be necessary at the time of the initial filing.

**VIII. Evaluation Procedures**

Because the Stipulation approved by the Commission allows only 120 days for the Staff to review the annual GRAM filing, submit a recommendation to the Commission, and for the Commission to issue an order on Staff's recommendation, the Company will endeavor to include within each Annual GRAM Filing all of the information described in this tariff provision. Within 20 days following the filing of an annual GRAM filing, if the Staff determines that the annual GRAM filing is not complete (as described in this Tariff), Staff may petition the Commission for the 120-day clock to stop until the Company provides any missing or deficient information. If no such petition is filed by Staff within the first 20 days following the annual GRAM filing, the annual GRAM filing will be deemed to be complete.

If the Commission agrees with Staff's position that an Annual GRAM filing is deficient or incomplete, the 120-day clock will be deemed to have stopped on the date that the petition is filed by Staff. The 120-day clock will begin to run again as soon as the missing information is provided or the deficiency is otherwise corrected. If the Staff issues data requests, the Company will file responses within 15 days. If the responses to the data requests are considered non-responsive by Staff, the Staff may petition for the Commission to stop the 120-day clock until responsive responses are received. If the Commission agrees with Staff's position that the data request responses are nonresponsive, the 120-day clock will be deemed to have stopped on the date that the petition is filed by Staff. The 120-day clock will begin to run again as soon as adequate responses are provided by the Company or the deficiency is otherwise corrected. In the event that the 120-day clock is stopped for any reason, the start of the Rate Effective Period (which would normally be February through January of the following calendar year) for the period in which the 120-day clock was stopped will be delayed and the Rate Effective Period will be shortened accordingly. In any event, a shortened Rate Effective Period will end at the end of January, and the next annual GRAM filing shall be made on or before October 1st so that the regular schedule as set forth herein will resume.

If the operation of the GRAM annual filing results in an adjustment to the Company's base rates as provided herein, the approved Stipulation provides that Staff shall present a recommendation on the resulting rate adjustment before the Commission by January 31st regarding any adjustment of base rates that will go into effect on February 1st.

In the event that the Staff or its representatives must incur travel expenses to the Company's offices in the course of auditing the Company's books and records to verify the quarterly financial reports, the annual GRAM filing, or any financial data provided in support of the requested adjustments, the Company shall reimburse such reasonable expenses and promptly recover the full amount of all such cost paid.

Notwithstanding the operation of this tariff provision, the Company may file a new rate case, and Staff may institute a rule nisi at anytime. The Company shall cover the costs of consulting fees reasonably incurred by Staff if the Company initiates a rate case, or if Staff initiates a rule nisi, or if Staff retains a consultant for the GRAM review process; O.C.G.A. § 46-2-33 (as such provision of law is currently codified or as such provision may be hereinafter modified, amended, restated or re-codified) shall apply to cost incurred by the Georgia Public Service Commission to obtain reasonably necessary specialized testimony and assistance and charged to the Company as necessary costs of providing service, and the Company may promptly recover the full amount of all such costs paid by the Company.

SERVICE REGULATION NO. 1

DEFINITIONS

Except where the context indicates a different meaning or intent, the following terms, when used herein or in the Company's rate schedules incorporating these Service Regulations, shall have the meanings defined below:

- 1.1 "Company"  
LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP.
- 1.2 "Customer" and "Applicant"  
"Customer" is any individual, partnership, association, firm, public or private corporation or government agency or institution receiving Company's service at any specific location, "Applicant" is any such legal person applying for such service.
- 1.3 "Gas Service"  
The availability of natural gas at the Company's point of delivery to Customer irrespective of whether any such gas is actually used.
- 1.4 "Point of Delivery"  
The point of connection between Company and Customer at which the gas supplied leaves the outlet side of Company's meter and enters Customer's facilities.
- 1.5 "Cubic Foot of Gas"  
The gas necessary to fill one cubic foot of space at a temperature of 60 degrees Fahrenheit and an absolute pressure of 14.65 pounds per square inch.
- 1.6 "Mcf", "Ccf", "Therm", and "Dekatherm"  
"Mcf" is 1,000 cubic feet of gas; "Ccf" is 100 cubic feet of gas; as used herein, "Therm" means a volume of gas containing a quantity of heat equal to 100,000 Btu and "Dekatherm" means a volume of gas containing a quantity of heat equal to 1,000,000 Btu.
- 1.7 "Prompt Payment"  
Payment of a bill for gas service within fifteen (15) days following its date of issue.
- 1.8 "Month"  
A period of approximately 30 consecutive days between two consecutive regular readings of the Company's meter measuring service to any Customer.

SERVICE REGULATION NO. 2CUSTOMER FACILITIES AND RESPONSIBILITY

- 2.1 The Customer shall install and maintain gas piping and appliances in the condition required by the insurance and governmental authorities having jurisdiction and in a manner approved by the Company. The Customer shall so use the equipment as not to disturb the Company's service to other Customers.
- 2.2 The Company will supply the Customer with gas through meters owned by the Company. The Customer shall provide a suitable place for the meter satisfactory to the Company. Meters shall be located as close to the service entrance as practical. The Customer shall see that said meters are protected from damage or accident and shall not permit any person other than the agent of the Company, or a person lawfully authorized to do so, to remove, inspect, or tamper with same.
- 2.3 The Company shall have the opportunity to charge a customer for meter modifications should the modification arise as a result in an increase or reduction in the customer's load or its operating characteristics.
- 2.4 The meter, meter connections, and the service piping from the main to the meter, and any extension thereof, shall belong to the Company and be subject to removal only by the Company regardless of whether any charges for service piping were paid by the Customer pursuant to these Service Regulations.
- 2.5 The Customer's premises shall be accessible to an authorized agent of the Company at all reasonable hours to inspect, read, repair and/or remove its meters and other property and also to inspect the appliances and piping installed on Customer's premises.
- 2.6 If you smell gas, leave the area immediately. Do not turn on or off any electric switch; this could cause a spark, igniting the gas. Do not use your telephone, cellular phone, garage door opener, or flashlight. Do not smoke, use a lighter or strike a match. Do not use remote control devices of any kind. Do not start or stop a nearby vehicle or machinery. Do not attempt to turn natural gas valves on or off. Once safely out of the area, call Liberty's toll free emergency number 1-855-216-6306 or 911.
- 2.7 The Company shall not be liable for any loss, cost, damage, or expense to any party, resulting from the use or presence of gas or appliances upon the Customer's premises.
- 2.8 The Customer shall not construct buildings over a gas line and/or enclose gas metering equipment. In the event a customer builds over the gas line and/or encloses the gas meter, the cost of relocation will be paid by the Customer.

SERVICE REGULATION NO. 3

CUSTOMER CREDIT AND DEPOSITS

3.1 Establishment of Credit

(a) Present customers

If any present customer has been delinquent in the payment of any two consecutive bills, or has been delinquent three or more times within the preceding 12 months, or if Company has reason to believe that a customer is a questionable credit risk, such customer may be required to make a cash deposit or comparable arrangement in order to establish credit.

A customer who has not paid a bill for service by the close of the first business day after fifteen (15) days following the date the bill is issued will be considered delinquent.

Payment by the customer of delinquent bills will not of itself relieve the customer from the obligation of establishing credit with respect to the account involved or with respect to any other account for service which Company may be providing to such customer.

(b) Applicants for service

Before service is rendered, every applicant for initial or additional service, in addition to complying with all other applicable service regulations, will be required to establish credit. The applicant will be notified promptly of this requirement to prevent any undue delay in the furnishing of service.

Service may be denied as long as the applicant owes the Company for service previously furnished at the same or another location. Any applicant who has not established credit, as provided in this service regulation, may be required, before service is established, to (1) pay the service connection charge, if any; and (2) make a cash deposit in accordance with Section 3.3. Such cash deposit shall not relieve the applicant of the responsibility subsequently to fully establish credit.

3.2 Means for Customer or Applicant to Establish Credit

Any Customer or Applicant for service may establish credit by compliance with either of the following conditions:

SERVICE REGULATION NO. 3 (Continued)

- (a) By furnishing credit references or information, which the Company after prudent investigation, determines to be satisfactory for extended credit.
- (b) By making a deposit in accordance with the requirements of Section 3.3 of this service regulation. Commercial or industrial customers may establish credit by providing a letter of credit or surety bond in lieu of a cash deposit.

3.3 Amount of Deposit

The amount of deposit which may be required of a Customer or Applicant for the purpose of establishing credit in accordance with this Service Regulation, shall not exceed two-and-one-half twelfths of the estimated charge for the service for the ensuing twelve months; and, in the case of seasonal service, in an amount in excess of one-half of the estimated charge for the service for the season involved. The deposit may be billed the Customer, and all pertinent information regarding the deposit retained on the Customer's account.

3.4 Conditions Under Which Deposits Are to be Applied or Refunded

The Company will credit the deposit, with interest as provided in this Service Regulation, whenever:

- (a) The Customer establishes credit by other means; or
- (b) The service is discontinued and the bills thereafter are paid in full; or
- (c) The service is discontinued and there are charges due to the Company for service to the customer, in which case the deposit plus any accrued interest will be applied to the payment of such charges, and the balance remaining of the deposit and interest, if any, will be returned to the customer. When the deposit is applied to the liquidation of unpaid bills, the Company will mail or deliver to the customer a statement showing the amount of the original deposit, including accrued interest, if any; the amount of the unpaid bills liquidated by the deposit; and the balance remaining due either to the Customer or to the Company.

In either case and in any event, if there is a balance due the Customer when service is discontinued, it shall then be promptly and automatically credited to the Customer

SERVICE REGULATION NO. 3 (Continued)

Further, the Company will credit the deposit plus accrued interest to any residential customer who has received service at the same location for twenty-four (24) consecutive months and who has paid monthly bills promptly and regularly, provided such customer is not at the end of such 24-month period delinquent in the payment of such bills. The term "promptly and regularly" shall not be construed to disallow the refund to a customer who has had only two delinquent bills during the 24-month period. Refunds will be made within thirty (30) days of the end of the 24-month period referred to above. If a customer has had service discontinued for nonpayment of a bill, or has not paid bills promptly and regularly, the Company shall withhold the refund but thereafter review the customer's account every twelve (12) billings and, at the completion of twenty-four (24) months during which a record of prompt and regular payment has been established, the Company shall credit the deposit plus accrued interest. At the option of the Company, a deposit plus accrued interest may be refunded, in whole or in part, at any time earlier than the times hereinabove prescribed, and based on any credit review period less than twenty-four (24) months at the discretion of the Company.

Commercial/Industrial Customer Deposits

Commercial and Industrial Customer deposits and applicable interest, less any amounts owing the Company by the Customer will be refunded by the Company when the Customer's account is closed.

3.5 Interest to be Accrued on Deposits

All deposits except as specified herein, shall bear simple interest at the per annum rate designated from time to time by the Georgia Public Service Commission. Such interest will not accrue beyond the date deposit is refunded or service is terminated, whichever is earlier. No interest will be paid on deposits held for a period of less than six (6) months.

3.6 Payment of Interest Accruals

Interest accruing on cash deposits will be computed and prompt settlement made:

- a. By paying the amount of interest accrued on the demand of the Customer, but not more often than once in any 12 month period; or
- b. By adding the amount of interest accrued to the deposit, upon the return of such deposit to the Customer or upon its application to the liquidation of unpaid charges as provided in this service regulation.

SERVICE REGULATION NO. 4

ISSUANCE OF BILLS

- 4.1 Bills will be rendered at intervals of approximately 30 days, according to billing cycles established at Company's discretion. If Customer's meter fails to register or if a reading of such meter cannot be obtained, a bill will be rendered based on a reasonable estimate of gas consumed by the Customer. Bi-monthly meter readings may occur during certain periods of the year (June-August) when workload conditions dictate. No Customer shall receive two estimated bills in succession.
- 4.2 Bills for service furnished to the Customer by the Company are due and payable on the date of issue. If a bill is not paid within the maximum period prescribed by the rate schedule, Company will bill the additional charges, if any, authorized by the rate schedule. If a customer has a delinquent gas bill at the time the next bill for gas service becomes due, Company may discontinue services as provided in Service Regulation No. 5.
- 4.3 LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP. has a Budget Plan available for the convenience of its customers. The plan is designed to equalize payment for gas service over a period of twelve months. The plan is especially helpful to customers who have difficulty paying high cold weather bills or customers on a fixed income. The Budget Payment Plan amount will be the average of the previous monthly billings (in dollars) not to exceed twelve months. The monthly payment amount will be updated to reflect the most recent history. Customers may elect to enter the plan at any time during the year.

To be accepted as a budget customer, the account balance must be paid in total before the customer is put on the Budget Payment Plan. It is understood that this Budget Payment Plan will continue until the customer notifies the Company in writing or by telephone to discontinue the plan or the customer defaults in payment of such plan. At such time of notification by the customer to discontinue the budget payment plan or when the customer defaults in payment of such plan, the Company will true up the budget payment plan on the customer's next monthly bill.

The following is the formula used to calculate a customer's Budget Payment Plan amount:

$$BPPA = \frac{R}{M}$$

BPPA = Budget Payment Plan Amount

R = Sum of Dollars Billed (not to exceed 12 months)

M = Number of Months Billed (not to exceed 12 months)

SERVICE REGULATION NO. 5

DISCONTINUANCE AND RESTORATION OF SERVICE

5.1 Discontinuance by Company

Company may discontinue, or refuse to establish or restore, gas service for one or more of the following reasons. Except as otherwise provided herein, no less than five (5) days written notice will be given before service is discontinued.

(a) Non-payment of bills

Service may be discontinued or refused if the Customer has not paid a bill for gas service, or has not paid the applicable reconnection charges, or has failed to make a cash deposit in accordance with the Service Regulation No. 3, except that service to a Residential Customer will not be discontinued before the expiration of forty-five days (45 days) from the date of the bill for which payment has not been received. Use of an NSF check to re-establish service after the service delinquency process has resulted in service termination may result in immediate termination of service.

(b) Failure to Establish Credit

The Company may refuse service or refuse to re-establish service to a Customer who has not made a deposit or otherwise established credit in accordance with these Service Regulations.

(c) Unsafe or Illegal Apparatus

The Company may discontinue or refuse service if any part of a Customer's piping or equipment, or use thereof, is either unsafe or in violation of law, and may continue to refuse service until such apparatus shall have been placed in a safe condition or the violation remedied. If, in the Company's judgment, operation of Customer's equipment constitutes an immediate danger, service may be discontinued without notice.

(d) Service Detrimental to Other Customers

Service may be discontinued or refused if, in Company's judgment the operation of Customer's equipment is, or will be, detrimental to the service of other customers.

(e) Fraud

The Company may discontinue service without notice, or may refuse service, if the Customer's actions or the condition of the premises are such as to indicate an intent to defraud the Company.

(f) Noncompliance

Service may be discontinued or refused if Customer does not comply with Company's Service Regulations, or an order of the Georgia Public Service Commission or any court.

SERVICE REGULATION NO. 5 (Continued)

(g)      Other Non-Payment

Service may be discontinued or refused if the Customer has not paid within thirty (30) days after the date of issue, any billing for adjustment of an advance or contribution as provided in Service Regulation No. 6 and Service Regulation No. 7.

5.2      Discontinuance at Customer's Request

When a customer desires to terminate gas service, such Customer shall so notify the Company not less than three (3) days in advance, or such period in advance as is specified in Customer's service agreement, and state the date on which service is to be terminated. A Customer may be held responsible for all gas service furnished at the premises until the date of termination specified in the notice, or a date three (3) days beyond the date of such notice, or such greater number of days after notice as are specified in a service agreement, whichever date is later. Temporary termination of service at Customer's request will be restored upon payment by Customer of a reconnection charge as provided in 5.3 below.

When the Customer makes only seasonal use of gas service and requests that the Company discontinue service for less than a twelve month period, at the time the Company is requested to restore service the Customer shall pay the monthly Customer Charge times the number of months the service was discontinued plus a Reconnection Charge as provided in 5.3 below.

5.3      Restoration of Service; Reconnection Charge; Returned Check Charge

Service which is discontinued by the Company for:

- (a)      Customer's non-payment of bills,
- (b)      Failure to comply with applicable Service Regulations, or
- (c)      At Customer's request,

may be restored within a reasonable period of time upon payment by Customer of all indebtedness for gas service and a Reconnection Charge of \$40.00 during regular business hours.

A read charge of \$20.00 may be assessed for transfer of service where only a meter read is required.

When a Customer pays by a check which is returned to the Company marked NSF (Not Sufficient Funds) or Account Closed the Customer will be assessed a charge of \$30.00.

The Company may serve a Customer on a cash payment basis if more than one Customer check is returned marked NSF in a twelve month period. Cash will be deemed to be U.S. currency, U.S. postal money order, or certified check.

SERVICE REGULATION NO. 5 (Continued)

5.4 Limitations on Discontinuance

In the case of residential service, the Company will not discontinue service:

- (a) Unless the Company has delivered or caused to be delivered to the Customer, written notice of the proposed disconnection notice at least five (5) days prior to the date of the proposed disconnection.
- (b) Unless the Company has made a good-faith effort to make personal contact by use of a telephone, certified mail, certification of mailing or other method designed to reasonably notify the affected Customer at least two (2) days prior to the proposed disconnection, if personal contact has not been made previously.
- (c) Unless the date of the proposed disconnection is a business day when Company personnel are available to receive payment from the Customer.
- (d) When the unpaid bill is for three (3) or more months of service as a result of estimated bills unless the Customer has been given the same amount of time in which to pay the bills, as the time period over which the estimates occurred.
- (e) If a member of the household is seriously ill and the customer notifies the Company of this condition in writing, or orally and within ten (10) days after such initial notification furnishes to the Company a written statement from a medical doctor, county board of health, hospital, or clinic, identifying the illness, its expected duration, and certifying that the illness would be aggravated if the gas was discontinued, any proposed discontinuation will be held in abeyance for the shorter of either the length of the illness, or one (1) month from the date of such initial notice, and the customer may renew this period one (1) additional time by repeating the above procedure.
- (f) For an unpaid bill between the period from November 15 and March 15 if:
  - (1) The Customer agrees in writing to pay the past due balance in equal installments beginning after March 15.
  - (2) The Customer also agrees in writing to pay current and future bills by their due date.
  - (3) The forecasted local low temperature for a 48-hour period beginning at 8:00 A.M. on the date of the proposed disconnection is below 32° degrees Fahrenheit.

In the case of a disputed bill, the residential Customer shall have the right to ask the Georgia Public Service Commission to review any disputed bill, and during such review, service will not be terminated.

SERVICE REGULATION NO. 6

GAS MAIN EXTENSIONS

The Company will, upon written application, extend its gas mains to service bona fide applicants of a permanent and established character in accordance with the provisions of this Service Regulation. Gas main extensions shall be made only along public streets, roads and highways and upon private property across which satisfactory rights of way or easements have been provided without cost to the Company. All gas mains constructed pursuant to this service regulation shall be owned, operated and maintained by the Company.

- 6.1 The cost to the customer (s) of any gas mains extended by the Company to supply new Customers will be based on the results of an individual feasibility study considering the required investment, character and economic life of the load, and other appropriate information.

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

SERVICE REGULATION NO. 7SERVICE LINES

Gas distribution service lines, necessary to furnish permanent gas service to Applicants and Customers, will be installed by the Company in accordance with the provisions of this service regulation. Legal title to all such facilities installed by the Company between its gas main and the point of delivery to the Customer shall remain in the Company, irrespective of whatever contribution toward the cost thereof is made by Customer or other person.

7.1 Length of Service Line to be Installed Without Charge

The Company will furnish, own, and install, a service line of suitable capacity from its distribution main to the private property line of an applicant and for such additional length, from such property line to the first reasonably acceptable meter location, as determined by the allowances per customer using the following formula:

(a) Residential Customers

Meters and Services

- (1) Upon written application Company will install necessary meter connections and meter without charge subject to the provisions of Service Regulation No. 2.
- (2) New service piping, up to and including a size 3/4 inch in diameter, will be installed by the Company free of charge for residential and commercial Customers, from its distribution main to the private property lines of the applicant or other private property line through which the service shall be constructed, and for an additional length, from such property line to the meter location, determined in accordance with Service Regulation No. 2, as is determined by the allowance by Customer specified below:

Free length = 1.2 feet per Mcf of estimated total annual gas consumption.

- (3) For service piping in excess of the portion installed at Company expense pursuant to paragraph (2) above, Customer will be charged for such excess footage, based on the average cost to the Company, for installing service piping during the preceding calendar year. Any charges for installing excess service piping are payable in advance.

SERVICE REGULATION NO. 7 (Continued)(b) Commercial and Industrial Customers:

- (1) For each firm Customer whose annual usage is estimated by the Company to be less than or equal to 500 Mcf the free length shall be computed in accordance with paragraph (a) of this section.
- (2) For each firm Customer whose annual usage is estimated by the Company to be over 500 Mcf the free length, if any, will be determined on an individual feasibility basis considering the required investment, character and economic life of the load, and other appropriate information.

(c) General

- (1) No free length allowance will be made for usage for temporary, standby, auxiliary, or emergency use only.
- (2) The Company is under no obligation to provide a free length allowance under the optional rate schedules.
- (3) In no case will the Company build without cost to the applicant more service line than is necessary to reach the acceptable meter location by the most economical route, even though any additional line would still come within the free allowance.

(d) Additional Load

Meters and equipment supplied by the Company for each customer have definite capacities and no major addition to the equipment or load connected thereto shall be made except by consent of the Company. Failure to give notice of additions or changes in load, and to obtain Company's consent for same, shall render the customer liable for any damage to any of Company's lines or equipment caused by the additional or changed installation.

7.2 Relocation of Service

- (a) When Company finds that the relocation of a service line and metering facilities is necessary for its convenience, Company shall perform such work at its own expense.
- (b) If a service line is relocated solely for the convenience of an Applicant or Customer, such line, including metering facilities shall be relocated by Company at the expense of such Applicant or Customer. The cost of such relocation shall be credited with the service line allowances for new load, if any, to which Customer or Applicant is entitled pursuant to Section 7.1.

SERVICE REGULATION NO. 8

SERVICE TO MOBILE HOME PARKS

- 8.1 In addition to all other of these Service Regulations the following shall also apply to Mobile Home Parks:
- 8.2 For the purpose of these regulations, a Mobile Home Park is defined as any tract or parcel of land used primarily to provide sites for the parking and occupancy of Mobile Homes. A Mobile Home is defined as a portable structure built so as to be readily transportable from one location to another, and which is usable as a dwelling for one or more persons, herein referred to as Mobile Home Occupants. Any person, firm or corporation who operates a Mobile Home Park as a commercial venture shall be referred to as a Mobile Home Park Owner.
- 8.3 Any Mobile Home Park Owner desiring gas service within a Mobile Home Park shall enter into a contract with the Company for a minimum period of five (5) years for service from Company's distribution mains to a specified number of Mobile Home sites. Mobile Home Park Owner agrees to pay the Company each month, commencing with a date specified in the contract and each month thereafter for the term of the contract, an amount specified as the customer charge under the provisions of Company's Residential Rate Schedule 810, as filed with the Georgia Public Service Commission, for 70% of the number of specified Mobile Home sites less the number of sites occupied by Mobile Home Occupants who were customers of, and who were billed for gas service by the Company during such month.
- 8.4 After execution of a contract for gas service to a Mobile Home Park, the Company will construct the required extension of distribution facilities to serve the number of sites specified in the contract provided that the total free length allowance for mains and services shall be calculated as per the provisions of Service Regulations No. 6 and No. 7. For mains and services exceeding the free length allowance the Mobile Home Park Owner will be required to deposit a Refundable Advance as per the provisions of Service Regulations No. 6 and No. 7.

SERVICE REGULATION NO. 9METERING9.1 Facilities to be furnished by Company

Company will provide each Customer with such metering equipment as is required for each applicable rate schedule. Company may also furnish and install such regulating and flow control equipment and devices as it deems to be in the best interests of the Customer served and of Company's system as a whole.

9.2 Routine testing; accuracy standard

Before installation and periodically thereafter, at intervals established with the approval of the Georgia Public Service Commission, each meter shall be tested without cost to the Customer, and shall be considered commercially accurate if it measure within two percent (2%) of the gas volume passed through it. After any test, each meter shall be sealed and this seal shall not be broken by any person not expressly authorized by Company to do so.

9.3 Test of metering equipment at Customer's request

Upon receipt of written request from the Customer to do so, the Company will make a test as to the accuracy of the metering equipment, subject to the following conditions:

- (a) If requested, tests will be made in the presence of the Customer according to methods prescribed by the Georgia Public Service Commission, and witnessed by a representative of the Commission.
- (b) If on test the meter is within three percent (3%) of accurate, then the cost of the test shall be paid by the Customer. If on test the meter is inaccurate by more than three percent (3%) then the test shall be without cost to the customer.
- (c) If a meter so tested is found to be more than three percent (3%) in error, either fast or slow, Company shall recompute Customer's monthly bills by using the corrected volumes of gas delivered for the period that meter was in error, but for not more than six months. The appropriate adjustment, either credit or debit, shall be made in Customer's account based on such corrected volumes.

SERVICE REGULATION NO. 9 (Continued)

9.4 Responsibility for consumption; security of facilities

- (a) Loss of gas due to leakage from Customer's installation shall be considered to be consumption by the Customer.
- (b) In the event of stoppage or failure of any meter (the meter itself) or a correcting device (mechanical or electronic) the customer will be billed for such period as follows:
  - 1. Meter Failure - The Customer will be billed for such period on an estimated consumption based upon usage in a similar period of like use or on a basis of checked meter readings if available and accurate, but such adjustments shall not be made for more than six (6) months.
  - 2. Corrector Failure - The Customer will be billed for such period on the uncorrected readings of the correcting device or meter, but such adjustments shall not be made for more than six (6) months. Pressure charts or telemetering devices will be used to obtain the pressure for calculating the pressure factor for the corrected volume.
- (c) In the event of tampering or unauthorized use of Company's facilities, the probable gas consumption shall be estimated by Company and billed to Customer. If the duration of such tampering or unauthorized use is not known, it shall be conclusively presumed to be since the commencement of Customer's service but for a period of not more than six months.
- (d) All property of Company installed in or upon premises of, or occupied by Customer is under Customer's protection. All reasonable care shall be exercised by Customer to prevent loss of or damage to such property, ordinary wear and tear excepted. Customer shall be liable for any loss of property or damage thereto and shall pay to Company the cost of appropriate repairs or replacements for such loss or damage to property.

9.5 Measurement in accordance with generally accepted engineering practice.

Measurement of gas volume shall be adjusted for deviation from Boyle's Law in accordance with generally accepted engineering practice; provided, however, that where gas is delivered through positive displacement meters at a pressure less than 20 pounds per square inch gauge, gas may be assumed to obey Boyle's Law.

SERVICE REGULATION NO. 10OTHER CONDITIONS OF SERVICE10.1 Limitations of Supply

Company shall endeavor to furnish continuous service to the Customer but does not guarantee uninterrupted service. Company shall not be liable for loss or damage resulting from interruptions or deficiencies in service occasioned by any cause except willful default or neglect on its part.

10.2 Resale Prohibited

Gas purchased from the Company shall be used by the Customer at one location and shall not be resold.

10.3 Appliances

All appliances furnished at the expense of the Company shall remain the property of the Company, and may be removed by it upon the termination of Customer's service agreement, or discontinuance of service, or any time thereafter.

10.4 Delivery Pressure

Company shall deliver gas at the pressure available from its distribution system, but not in excess of seven inches of water column, unless a different pressure is expressly set forth in Customer's service agreement. Company may, at its option, contract to deliver gas at a higher pressure to a Customer provided that such delivery pressure may be reduced at any time following at least 90 days written notice to such Customer.