

Municipal Gas Utility of the City of Cedar Falls, Iowa

Purchased Gas Cost Charge (PGA)

On the bill, the Purchased Gas Cost Charge (also referred to as the Purchased Gas Adjustment - PGA) is used to pass through the estimated commodity and transportation costs for the month and the true up to actual of prior months' estimates.

Each month a new estimated commodity and transportation cost are determined and reflected in the PGA. The current cost for the month will also include any true ups of estimates to actual for the prior month's commodity and transportation costs and the previous period's balance of (over) under recoveries.

When actual sales volumes vary from the estimated volumes, the variance in recovery of commodity charges and transportation demand charges are used to adjust the rate to be applied during the remaining months of the calendar year.

Effective Date: usage beginning on January 1, 2008

Municipal Gas Utility of the City of Cedar Falls, Iowa

Class of Service: Residential Firm Service

Rate Designations: GA-600, GA-601

Available: In the CFU gas service area

Monthly Rate:

Price Schedule	
Basic Service Charge	\$10.30/Mo.
Delivery Charge	\$2.12/MCF
Purchased Gas Cost Charge	Current Cost

Minimum Bill: Basic Service Charge

Late Payment Charge: 1-1/2% on the unpaid balance after 25 days from bill date

Taxes: Subject to applicable state and local taxes

Available:

To any single-family residential dwelling at one location where natural gas service is available from the gas distribution system. Service to multiple-dwelling units or an apartment house through a single meter is not permitted, except where allowed by Iowa Utilities Board rules.

A residential dwelling is a structure used or intended to be used for private living with facilities to be used for living, sleeping, and cooking. This also includes SEPARATELY METERED residential dwellings with incidental farm usage supplied through the same meter, condominiums/townhouses, two-family dwellings (duplexes), and multiple-family dwellings (containing three or more residential dwelling units), and efficiency apartment units. Any dwelling with separate, permanent kitchen facilities shall be considered one single-family residence for application of this rate. This classification also includes service to separately metered loads associated with a single residential dwelling such as garages and barns.

This service classification does not include: rooming houses, fraternity/sorority houses, multiple-family dwellings (two or more units) served through one common meter, service to a multiple dwelling or apartment house common use areas such as laundry rooms, garages, heating plants, etc., farm/agricultural operations, and service to separately metered structures (i.e. swimming pools, garages, and clubhouses) associated with developments, multiple homes, or homeowner's associations. These services shall be billed under the Small-Volume Firm Service rate schedule. Service for residential and commercial purposes may be combined through a single meter, but the service shall be billed under the Small-Volume Firm Service rate schedule.

The natural gas will contain a heating value of approximately 1,000 BTU per cubic foot.

Effective Date: usage beginning on January 1, 2010

Municipal Gas Utility of the City of Cedar Falls, Iowa

Class of Service: Small-Volume Firm Service

Rate Designations: GA-602, GA-603, GA-606

Available: In the CFU gas service area

Monthly Rate:

Price Schedule	
Basic Service Charge	\$16.22/Mo.
Delivery Charge	\$2.05/MCF
Purchased Gas Cost Charge	Current Cost

Minimum Bill: Basic Service Charge

Late Payment Charge: 1-1/2% on the unpaid balance after 25 days from bill date

Taxes: Subject to applicable state and local taxes

Available:

To any commercial or industrial enterprise, at one location, where natural gas service is available from the gas distribution system and whose average annual natural gas requirement is 5,000 MCF or less.

A commercial enterprise is one providing goods/services for resale to the general public. A light industrial enterprise is one making/creating (manufacturing) tangible goods for resale. Service under this rate schedule applies to fraternity/sorority houses, multiple family dwellings (two or more units) served through one common meter or a single meter providing service to at least one dwelling unit and building common areas such as hallways, laundry rooms, heating plants, service provided to multiple dwelling units common areas, hotels, rooming houses, and service to separately metered structures (i.e. swimming pools, garages, and clubhouses) associated with developments, multiple homes, or homeowner's associations.

Depending on service size and load requirements, this rate schedule may also be applied to warehouses/distribution facilities, office building and office spaces, restaurants, convenience stores, assembly shops, laboratories, concrete mixing and manufacture, machine shops, churches, public/private schools, non-profit housing served through a single meter (i.e. Exceptional Persons, etc.).

The natural gas will contain a heating value of approximately 1,000 BTU per cubic foot.

Effective Date: usage beginning on January 1, 2010

Municipal Gas Utility of the City of Cedar Falls, Iowa

Class of Service: Large-Volume Firm Service

Rate Designations: GA-604, GA-607

Available: In the CFU gas service area

Monthly Rate:

Price Schedule	
Basic Service Charge	\$56.65/Mo.
Delivery Charge – First 400 MCF	\$2.05/MCF
Delivery Charge – Over 400 MCF	\$1.56/MCF
Purchased Gas Cost Charge	Current Cost

Minimum Bill: Basic Service Charge

Late Payment Charge: 1-1/2% on the unpaid balance after 25 days from bill date

Taxes: Subject to applicable state and local taxes

Available:

To any commercial or industrial enterprise at one location where natural gas service is available from the gas distribution system and whose average annual natural gas requirement is more than 5,000 MCF.

A large-volume commercial enterprise is one providing goods/services for resale to the general public. A large-volume industrial enterprise is one making/creating (manufacturing) tangible goods for resale. Service under this rate schedule applies to manufacturing facilities/foundries, large warehouses/distribution facilities, large retail/grocery stores, convenience stores, large apartment complexes and nursing homes, large office buildings. Depending on service size and load requirements, this rate schedule may also be applied to restaurants, assembly shops, laboratories, concrete mixing and manufacture and machine shops.

The natural gas will contain a heating value of approximately 1,000 BTU per cubic foot.

Effective Date: usage beginning on January 1, 2010

Municipal Gas Utility of the City of Cedar Falls, Iowa

Class of Service: Large-Volume/High-Load Factor Firm Service

Rate Designations: GA-605

Available: In the CFU gas service area

Monthly Rate:

Price Schedule	
Basic Service Charge	\$112.77/Mo.
Delivery Charge	\$0.77/MCF
Purchased Gas Cost Charge	Current Cost

Minimum Bill: Basic Service Charge

Late Payment Charge: 1-1/2% on the unpaid balance after 25 days from bill date

Taxes: Subject to applicable state and local taxes

Available:

- 1) Available to any large-volume customer in excess of 200 MCF per day.
- 2) The natural gas will contain a heating value of approximately 1,000 BTU per cubic foot.
- 3) Available to any large-volume customer with a load factor of 50% or greater.

Effective Date: usage beginning on January 1, 2010

Municipal Gas Utility of the City of Cedar Falls, Iowa

Class of Service: Large-Volume Competitive Fuel Service

Rate Designations: GA-700

Available: In the CFU gas service area

Monthly Rate:

Price Schedule
Variable with market

Minimum Bill: None

Late Payment Charge: 1-1/2% on the unpaid balance after 25 days from bill date

Taxes: Subject to applicable state and local taxes

Available:

To any large-volume (200 MCF/day) or transportation customer that has the capability to use an alternate energy source to meet their requirements.

- 1) CFU will provide the customer, verbally by telephone and followed by written confirmation on or before the 25th of each calendar month, the price at which CFU is able to sell interruptible gas for the ensuing calendar month to displace the alternate energy.
- 2) Customer agrees to respond verbally by telephone and followed by written confirmation by CFU prior to the beginning of the ensuing calendar month that the offer is accepted or rejected.
- 3) In the event the customer accepts the large volume competitive fuel rate offer, the customer may not discontinue the purchase of natural gas for that month's fuel requirements.
- 4) In the event the customer rejects the large volume competitive fuel rate offer, the customer will have no obligation to purchase any natural gas for that month's fuel requirements from CFU nor will the Utility have any obligation to provide any natural gas to the customer.
- 5) The general terms and conditions applicable to Large Volume Firm Service are incorporated in and made a part of this rate schedule.

Effective Date: August 1, 1995 (Wording Revised January, 1, 2010)

Municipal Gas Utility of the City of Cedar Falls, Iowa

Class of Service: Tax-Supported/Non-Profit Firm Service

Rate Designations: GA-720, GA-721, GA-722

Available: In the CFU gas service area

Monthly Rate:

Price Schedule	
Basic Service Charge	\$16.22/Mo.
Delivery Charge	\$2.05/MCF
Purchased Gas Cost Charge	Current Cost

Minimum Bill: Basic Service Charge

Late Payment Charge: 1-1/2% on the unpaid balance after 25 days from bill date

Taxes: Sales Tax **Does Not Apply** to tax-supported institutions

Available:

To any local non-profit institutions and local governmental facilities. Enterprises of non-profit institutions **do not** qualify for this rate schedule. Included in this classification are City of Cedar Falls facilities, Cedar Falls Utilities facilities, Black Hawk County facilities, State of Iowa facilities, the University of Northern Iowa, and Federal Government facilities. Also included are churches, private/public schools, and other non-profit organizations (i.e. Goodwill Industries) which have a proof of 501.C.3. status as a non-profit organization.

Effective Date: usage beginning on January 1, 2010

Municipal Gas Utility of the City of Cedar Falls, Iowa

Class of Service: Large-Volume Interruptible Service

Rate Designations: GA-750

Available: To University of Northern Iowa power generating facilities only

Monthly Rate:

Price Schedule	
Part 1-- Transportation Cost	\$1,187.50/Mo.
Part 2 -- Commodity Cost	Ventura GDD Index Price
Part 3 -- Broker Cost	\$0.35/MCF

Minimum Bill: \$1,187.50

Late Payment Charge: Not Applicable

Taxes: Sales Tax **Does Not Apply**

Available:

This rate is available to a UNI facility that is capable of burning in excess of 200 MCF per day and has the capability to use an alternate energy source to meet their requirements.

The customer must be willing and able to interrupt the use of natural gas within one hour after notification by CFU. Failure to comply with the request to switch to the alternate energy source within the allowed timeframe may result in the assessment of a penalty not to exceed \$10.00 per MCF for unauthorized volumes used.

The natural gas will contain a heating value of approximately 1,000 BTU per cubic foot.

Part 3 of this rate may be adjusted to reflect any pipeline tariff changes authorized by the Federal Energy Regulatory Commission (FERC).

Effective Date: July 1, 1996 (Wording Revised January 1, 2010)

Municipal Gas Utility of the City of Cedar Falls, Iowa

Class of Service: Gas Interdepartmental Service

Rate Designations: GA-760

Available: In the CFU gas service area

Monthly Rate:

Price Schedule	
Basic Service Charge	\$2.41/Mo.
Delivery Charge	\$0.26/MCF
Purchased Gas Cost Charge	Current Cost

Minimum Bill: Basic Service Charge

Late Payment Charge: 1-1/2% on the unpaid balance after 25 days from bill date

Taxes: Subject to applicable state and local taxes

Available:

To the Municipal Electric, Water and Communications Utilities of the City of Cedar Falls and to the CFU office and warehouse for general service where natural gas service is available from the gas distribution system. The natural gas will contain a heating value of approximately 1,000 BTU per cubic foot.

Effective Date: usage beginning on January 1, 2010

Municipal Gas Utility of the City of Cedar Falls, Iowa

Class of Service: Electric Generation & Steam Boiler Interruptible Service

Rate Designations: GA-770, GA-771, GA-772

Available: To CFU electric generation facilities by pre-arranged schedules

Monthly Rate:

Price Schedule	
All MCF	Acquisition cost, plus \$0.10/MCF

Minimum Bill: None

Late Payment Charge: Not Applicable

Taxes: Sales Tax **Does Not Apply**

Available:

This service will be provided as an alternate energy source available on an interruptible basis. The electric generation facility must be able to **immediately** interrupt the use of natural gas upon notification by the CFU Gas Operations Department.

Effective Date: February 16, 1994

Municipal Gas Utility of the City of Cedar Falls, Iowa

Class of Service: Large-Volume Transportation Service

Rate Designations: GA-800

Available: In the CFU gas service area

Monthly Rate:

Price Schedule	
Basic Service Charge	\$200.00/Meter/Mo.
All Volumes Delivered	\$0.92/MCF

Minimum Bill: None

Late Payment Charge: 1-1/2% on the unpaid balance after 25 days from bill date

Taxes: Subject to applicable state and local taxes

Customer Responsibility

The customer shall inform CFU of how the transported gas shall be used for and if their requirements will be met fully by the transported gas. The customer shall furnish CFU with a statement guaranteeing that the gas being transported is of pipeline quality. The customer shall furnish CFU's Gas Operations Department the name of a contact person(s) if a need for communication arises.

The customer shall notify the Gas Operations Department of the transport volumes to be purchased 24 hours before delivery. The customer will be required to limit volumes received under this service to the quantity nominated the previous day. The Gas Operations Department shall be notified **immediately** if any changes occur in transported volumes.

If the customer does not use all of the transported volumes from 9:00 a.m. to 9:00 a.m. (24 hours), the amount of unused gas becomes the property of CFU. This is due to CFU's need to serve its customers on a 24-hour basis and the absence of storage facilities.

If the customer transports all of his/her requirements for certain utilizations, CFU has no obligation to reinstate them as a customer. However, upon written request, CFU may reinstate the customer, if and when, a gas supply is secured.

If the customer serves their needs by transportation gas, it is their responsibility to secure an alternate supply arrangement.

CFU Gas Operations Department Responsibility

CFU will furnish the customer with a method of contract for inquiries. CFU will maintain all distribution equipment, including metering. The charges for additional capacity or new installations utilizing this service shall be billed to the customer.

Should the customer experience an emergency supply situation and notifies CFU of such, CFU will endeavor to assist the customer. The costs associated for such cases will be determined at that time.

Class of Service: Large Volume Transportation Service, con't.

Available:

For purposes of this rate schedule, the terms Company or Local Distribution Company (LDC) refer to the Municipal Gas Utility of the City of Cedar Falls, Iowa. The terms Transporter or Customer refer to End User.

I) Availability

Interruptible transportation service under this rate schedule is available on a non-discriminatory basis to any Customer ("Transporter") that meets the following requirements:

- 1) Transporter is an end-use customer with a minimum daily quantity ("MDQ") of **200** MMBtu/day.
- 2) Transporter purchases gas supplies from a party other than the Municipal Gas Utility of the City of Cedar Falls, Iowa (LDC).
- 3) The gas supplies purchased from a party other than LDC meet the standards set forth elsewhere in this rate schedule.
- 4) LDC will install metering and any other equipment necessary to permit the LDC to monitor Transporter's daily activities concerning receipt of natural gas into LDC's system on Transporter's behalf and delivery of natural gas to Transporter by LDC. Prior to commencement of service under this rate schedule, Transporter and LDC must enter into a written agreement concerning how such receipts and deliveries will be measured on a daily basis.
- 5) The LDC will maintain all distribution equipment, including metering. LDC's metered consumption data shall be used for all billing to Transporter.
- 6) The cost for additional capacity or new installations utilizing this service shall be billed to the Transporter.

II) Initial Charges

- 1) Transporter shall pay all costs associated with the installation of meters and any equipment necessary for Transporter to receive service under this rate schedule unless otherwise agreed to in writing between Transporter and LDC.

III) Rates

- 1) **Meter Charge:** Transporter shall pay the Meter Charge each month as set forth in this document for each delivery point.
- 2) **Third Party Charges:** Transporter is responsible for all charges imposed by any pipeline, supplier or other third party for service that is provided to, or on behalf of, Transporter by a party other than LDC. These charges may include, but are not limited to, reservation and commodity charges, balancing charges, penalties, take-or-pay costs, Annual Charge Adjustment ("ACA") charges, and any other pipeline charges.
- 3) **Taxes and Other Charges:** Transporter is responsible for Federal, State or local taxes and other charges. The "Minimum Monthly Bill" under this rate schedule shall consist of the Meter Charge and any "Taxes and Other Charges."

Class of Service: Large Volume Transportation Service, con't.

IV) Conditions of Service

- 1) Transporter must certify in writing that it has arranged to purchase its gas supply requirements from a party other than LDC.
- 2) Transporter must certify in writing that it has arranged for the upstream capacity necessary to deliver those supplies to the LDC.
- 3) Unless otherwise agreed between Transporter and LDC, Transporter will reimburse LDC for the cost of metering and other equipment as required by LDC to provide service to Transporter under this rate schedule. All such equipment shall remain the property of the LDC.
- 4) Transporter agrees to immediately curtail its deliveries from LDC under this rate schedule when its gas supplies are not delivered to LDC's system.
- 5) Transporter agrees that LDC has no obligation whatsoever to provide Transporter with gas supplies under this rate schedule. Transporter recognizes that LDC's obligation under this rate schedule is to provide access to capacity only. Transporter shall hold LDC harmless for any damages caused by Transporter's failure to deliver, or to have delivered on its behalf, supplies for transportation over LDC's system

V) Operational Requirements

- 1) Gas Quality: Gas received by LDC on behalf of Transporter shall be commercially clean and merchantable. Such gas shall be comparable in quality to and interchangeable with gas purchased by LDC. LDC reserves the right to refuse to accept gas that does not meet LDC's quality specifications.
- 2) Retention: LDC shall be authorized to retain **1-1/2%** of the volumes received on behalf of Transporter as compensation for lost and unaccounted for gas. In the alternative, Transporter may elect to pay a monthly surcharge for lost and unaccounted for gas. Said monthly surcharge shall be calculated by multiplying (1) the retention percentage set forth above times, (2) the total deliveries by LDC to Transporter for the month times, (3) the LDC's weighted average cost of gas for the month.
- 3) The pressure will be that which is currently available at the Transporter's location.

VI) Nominations and Scheduling

- 1) First of the Month: By 7:00 a.m. C.S.T. at least two (2) business days prior to the first of each month, Transporter or its designated agent shall provide LDC a written estimate of Transporter's daily gas requirements and total monthly requirement for service under this rate schedule. If Transporter has more than one receipt and/or delivery point, said nominations shall be provided by point. Nominations shall be limited to those delivery and receipt points specified in the service agreement between Transporter and LDC. Absent agreement in writing, nominations by Transporter or its designated agent may not exceed Transporter's MDQ.
- 2) Changes To Daily Nominations: Transporter or its designated agent shall notify LDC of any requested change to its nomination at least 27 hours prior to the date of the requested change. LDC shall grant such request in its reasonable discretion.

Class of Service: Large Volume Transportation Service, con't.

- 3) Curtailment or Interruption: If a curtailment or interruption is called, LDC shall notify Transporter or its designated agent by 7:00 a.m. C.S.T., or as necessary to maintain the integrity of the system, of the receipt and delivery conditions applicable to service under this rate schedule. Such conditions shall become effective beginning the next gas day or at such earlier time as is necessary.

Under these conditions, LDC shall have the right to require reductions in previously nominated amounts under this section.

VII) Balancing

- 1) Daily Balancing Required: On a daily basis, Transporter or its designated agent shall:

- a) Balance: (1) the receipt of Transporter's gas volumes at the receipt point(s) with, (2) the delivery of equivalent gas volumes by the LDC to the Transporter at the delivery point(s). Differences between daily receipts from and daily deliveries to Transporter shall be accumulated in an imbalance account.

Transporter shall monitor receipts and deliveries on its behalf and shall adjust its consumption of gas so as to ensure that its receipts and deliveries are in balance. A positive daily or monthly imbalance occurs when receipts of gas on behalf of Transporter exceed deliveries of gas to Transporter. A negative daily or monthly imbalance occurs when deliveries of gas to Transporter exceeds receipts of gas on behalf of Transporter.

- 2) Daily Balancing Limitation: Transporter shall be permitted to incur a positive daily imbalance or a negative daily imbalance of up to and including 5% of the daily nominated quantity except during curtailment or interruption. During curtailment or interruption, Transporter shall be required to abide by the terms of any curtailment or interruption instructions issued by the LDC.
- 3) Monthly Balancing Limitation: Transporter may incur a cumulative monthly positive or negative imbalance of up to and including 5%.

VIII) Scheduling and Imbalance Charges

- 1) Daily Scheduling Charges

- a) If daily delivery to Transporter exceeds Transporter's nomination for that day, Transporter shall pay the following charges:

For deliveries in excess of 5%, but less than 10% of Transporter's daily nomination, Transporter shall pay an additional charge of \$1.00/MMBtu.

For deliveries 10% or greater of Transporter's daily nomination, Transporter shall pay an additional charge of \$10.00/MMBtu.

- b) If daily delivery to Transport is less than Transporter's nomination for that day, Transporter shall pay the following charges:

For deliveries that are less than 95%, but greater than 90% of Transporter's daily nomination, Transporter shall pay an additional charge of \$1.00/MMBtu.

For deliveries that are equal to or less than 90% of Transporter's daily nomination, Transporter shall pay an additional charge of \$10.00/MMBtu.

Class of Service: Large Volume Transportation Service, con't.

- c) If LDC incurs any additional charges as a result of Transporter's imbalance, those costs shall be paid in full by Transporter.
 - d) These charges are in addition to, and not in place of, any charges imposed on Transporter by a party other than LDC.
- 2) Settlement of Monthly Imbalances: Transporter shall be required to settle imbalances on a monthly basis. On a monthly basis, LDC shall provide an imbalance statement to Transporter detailing the daily quantities received on behalf of Transporter and the daily volumes delivered to Transporter. Any positive or negative imbalance will be resolved as follows:
- a) Positive Imbalances: In addition to any other applicable charges including, but not limited to, the daily scheduling charges set forth above, any positive monthly imbalance shall be deemed as having been sold by Transporter to LDC for \$.50/MMBtu less than BTU Daily's published gas cost for that day.
 - b) Negative Imbalance: In addition to any other applicable charges including, but not limited to, the daily scheduling charges set forth above, any negative monthly imbalance shall be deemed as having been purchased from LDC by Transporter for \$.50/MMBtu more than BTU Daily's published gas cost for that day.
 - c) If LDC incurs any additional charges as a result of Transporter's imbalance, those costs shall be paid in full by Transporter.
 - d) These charges are in addition to, and not in place of, any charges imposed on Transporter by a party other than LDC.

IX) Penalty for Unauthorized Takes During Curtailment or Interruption

If Transporter fails to curtail or interrupt its takes when directed to do so by LDC, Transporter shall be billed for all commodity volumes taken in excess of the applicable limitation at the rate published in BTU Daily plus \$25.00 per MMBtu. In addition, LDC shall have the right to disconnect Transporter's supply of gas if Transporter fails to curtail or interrupt its use of gas when and as directed by LDC.

X) Billing and Payment

- 1) Order of Deliveries: For billing purposes, the order of gas deliveries to Transporter shall be as follows:
- a) Transporter firm transportation volumes;
 - b) Transporter interruptible transportation volumes;
 - c) LDC volumes priced as set forth in this rate schedule or in other portions of this rate schedule.
- 2) Payment: Payment is due from Transporter on or before the 25th day following the date the bill is issued by LDC. A late payment charge of 1-1/2% per month shall be levied on any unpaid balances.
- 3) Pipeline, Supplier and Third Party Charges: Any charges which LDC incurs on behalf of Transporter from any pipeline, supplier or other third party shall be passed through to, and paid in full by, Transporter.

Class of Service: Large Volume Transportation Service, con't.

XI) Service Agreement

- 1) Transporter shall execute a written service agreement with LDC for service under this rate schedule. The service agreement shall contain such terms and conditions as LDC may reasonably require.
- 2) The minimum term of the service agreement shall be one year. LDC may, in its sole discretion, permit a term of less than one year. The service agreement shall be renewed automatically for additional periods of one (1) year unless terminated by either party upon ninety (90) days prior written notice.
- 3) Service under this rate schedule shall not commence until Transporter has executed a service agreement and provided all other necessary documentation, including but not limited to, evidence that Transporter has obtained all necessary authorizations from any federal, state or local authority having jurisdiction.

XII) Title and Insurance

- 1) Title: Gas received by LDC on behalf of Transporter for delivery to Transporter shall remain the property of the Transporter. LDC shall not be liable to Transporter for any loss of gas for any cause other than gross or willful negligence by LDC or its employees. Transporter's gas shall be commingled with other gas supplies in LDCs system.
- 2) Insurance: Transporter shall be responsible for maintaining sufficient insurance as necessary to protect its property or other interest in the gas prior to, during and after its receipt by LDC.

XIII) Curtailment and Interruption

Service under this rate schedule may be curtailed or interrupted as necessary due to physical, operational or other constraints on LDCs system. If LDC is required to curtail or interrupt service due to capacity constraints, force majeure events, system integrity or other conditions, interruptible services shall be curtailed completely before firm services are curtailed. Firm services shall be curtailed in accordance with the end use priorities set forth in LDCs rate schedules.

XIV) Designation of Agent

If the Transporter desires to utilize a third party or parties including, but not limited to, a supplier broker or marketer, as its agent in conjunction with service under this rate schedule, Transporter must notify LDC in writing at least fifteen (15) business days prior to the first day of the month in which such third party services will be utilized that the third party has been designated as Transporter's agent and shall act as agent for Transporter for purposes of nominations, billing and/or other functions. If Transporter utilizes an agent for any or all of these purposes, Transporter agrees that information to be supplied by LDC to Transporter may be supplied only to the agent and that information supplied by the agent to LDC shall be relied upon by the LDC as if provided by Transporter. LDC shall be held harmless for any errors between Transporter and said agent.

XV) Failure to Comply

If Transporter fails to comply with any of the provisions of this rate schedule, the general terms and conditions set forth in LDCs rate schedule, or any order issued by LDC with respect to service under this rate schedule, in addition to any other remedies, charges, penalties, etc., provided for under the provisions of this rate schedule, LDC shall have the right to terminate service under this rate schedule. LDC shall have the right to terminate service upon five (5) days written notice

Class of Service: Large Volume Transportation Service, con't.

unless within such period, Transporter fully remedies any such failure. Termination for cause shall not release Transporter from its obligation to make payment of any amounts due or that become due. If Transporter desires to resume service after termination of service under this rate schedule, Transporter must file a new request for service.

XVI) Assignment

Transporter may not assign its rights under the terms of this rate schedule or service agreement executed pursuant hereto unless LDC, in its sole discretion, agrees to such assignment.

XVII) Laws, Regulations and Orders

Service under this rate schedule is subject to all present and future valid laws, orders, rules, regulations, etc, issued by any federal, state or local authority having jurisdiction over the matters set forth herein.

XVIII) General Terms and Conditions

Any additional terms or conditions will be set forth in the LDC Transporter Service Agreement. Should the customer experience an emergency supply situation and notifies the LDC of such, the LDC will endeavor to assist the Transporter.

Please Note: All of the above is subject to change as conditions warrant.

Effective date: usage beginning on January 1, 2010

CFU Municipal Gas Utility
Miscellaneous Customer Fees

	Proposed Fees	Current Fees
Posting for Disconnection of Service		\$25.00
Meter Disconnection (<i>customer requested</i>)		
During service hours (8:00 a.m. – 8:00 p.m.; Monday – Sunday)		\$30.00
After service hours		\$100.00
Holidays		\$125.00
Meter Reconnection (<i>customer requested</i>)		
During service hours (8:00 a.m. – 8:00 p.m.; Monday – Sunday)		\$30.00
After service hours		\$100.00
Holidays		\$125.00
Meter Reconnection (<i>for non-pay customer</i>)		
During service hours (8:00 a.m. – 8:00 p.m.; Monday – Sunday)		\$25.00
After service hours		\$50.00
Holidays		Not available
Annual Furnace Check		No Charge
Thermocouple (<i>item purchase/incl. service tech replacing</i>)		\$10.00
Flex Connector (<i>item purchase/incl. service tech replacing</i>)		\$25.00
Main Extension (<i>paid in advance as refundable investment</i>)		Estimated cost (see service policy)
Service Line (<i>excess of allowable footage</i>)		Time & Materials
Service/Meter Relocation (<i>customer requested</i>)		Time & Materials
Fuel Line		Time & Materials

****Any fee may be waived as part of a promotional activity or upon discretion of CFU staff**

****Pricing does not include applicable sales and local taxes**