# VIRGINIA NATURAL GAS

# TERMS AND CONDITIONS and SCHEDULES for SUPPLYING GAS

# 

AUG 7 1986

AS FILED WITH

Division of Energy Regulation State Corporation Commission

VIRGINIA STATE CORPORATION COMMISSION

VA State Corporation Commission
Public Utility Regulation
October 29, 2025

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| Monthly Facility Charge Factor:               | 1.08%  | Per Month        |
|---|--|------------------|
| Monthly Maintenance Charge Factor:            | 0.28%  | Per Month        |
| Tax Recovery Factor                           | 1.16   |                  |
|   |  |                  |
|   |  |                  |
| Service Connection Charge:                    | \$ 40.00                                     | PER CONNECTION   |
| Seasonal Reconnection Charge:                 | \$ 50.00                                     | PER CONNECTION   |
| Service Reconnection Charge:                  | \$ 25.00                                     | PER CONNECTION   |
| Accelerated Reconnection Charge               | \$ 50.00                                     | PER CONNECTION   |
| Late Payment Charge:                          | 1.50%  | Per Month        |
| Check Handling Charge - Insufficient Funds:   | \$ 20.00                                     | Per Check        |
| Light Up Service Call Charge:<br>Residential: |  |                  |
| September 16 thru October 15                  | \$ 25.00                                     | Per Service Call |
| October 16 thru March 31                      | \$ 40.00                                     | Per Service Call |
| Non-Residential:                              |  |                  |
| September 16 thru October 15                  | \$ 25.00                                     | Per Appliance    |
| October 16 thru March 31                      | \$ 50.00                                     | Per Appliance    |
|   |  |                  |
| Tampering Charge                              | \$ 93.00                                     |                  |
|   | This Filing Effective September 1, 2023      |                  |
| FILED 08-29-23                                | Superseding Filing Effective October 1, 2021 |                  |

State Corporation Commission Division of Utility Regulation Accepted August 31, 2023

### INTRODUCTION

This filing sets forth the terms and conditions under which natural gas or its equivalent (gas) is supplied to its Customers by Virginia Natural Gas (Company) and is on file with the State Corporation Commission of Virginia (Commission).

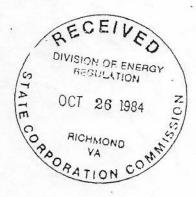
State Corporation Commission Division of Utility Regulation Accepted August 31, 2023

### I. METHOD OF OBTAINING GAS

- A. The word "applicant" means any person, group of persons, firm or corporation requesting a supply of gas from the Company. The word "Customer" means any person, group of persons, firm or corporation utilizing gas supplied by the Company. The word "utilizing" means to use or make use of, benefit from, or take advantage of, in any way whatsoever.
- B. The Company, upon request, will provide any Applicant with a copy of the rate schedules and terms and conditions under which gas will be supplied.
- C. The Company reserves the right to require the Applicant to execute its approved form of application and/or its approved form of "Agreement for the Purchase of Gas" before any gas is delivered. Whether or not a written agreement covering the supply of gas is executed, the Applicant, by accepting the gas, agrees to be bound by the applicable rates and these filed Terms and Conditions of service. In the event the Company does not require the Applicant to sign an "Agreement for the Purchase of Gas," then an approved form of application, signed by the Applicant and duly accepted by the Company, shall constitute an agreement between the Company and the Applicant.
- D. Each applicant will select the particular rate schedule, of those available, under which the Applicant desires to use gas. The Company may assist the Applicant in making this selection but responsibility for the selection will rest with the Applicant. The schedule so selected will be referred to as the applicable rate schedule.
- E. The Company will make application for any necessary street permits and the Applicant will apply for, obtain and deliver to the Company all other permits, certificates, easements or conveyances necessary to give the Company or its agents access to its equipment and the right to connect its pipes therewith and for all other purposes on Applicant's property and intervening property between Applicant's premises and the Company's main. The Company shall not be required to supply gas under any agreement until a reasonable time has elapsed after the Company has obtained or received all necessary permits, certificates, easements or conveyances.
- F. Gas shall be turned on and shut off only by a representative of the Company.

### II. DEPOSITS GUARANTEEING CREDIT

- A. The Company may require the Applicant or Customer to deposit with it initially and from time to time, as a guarantee of payment for gas used, such amounts of cash as in the Company's judgment will secure it from loss. The maximum amount of any deposit shall not exceed the Customer's estimated liability for the two highest consecutive months' usage. Whenever a deposit in excess of forty dollars (\$40.00) is required of a residential Customer, said Customer will be permitted to pay it in three consecutive equal monthly installments. The Company shall not be bound to supply gas until these conditions are fulfilled, and it may discontinue the supply if the appropriate deposit is not paid when required.
- B. The Company may require a Customer on whose premises the Company's meter, mains or other apparatus have in any manner been tampered with, or damaged in such a way as to prevent the meter from recording under seal the amount of gas supplied, to deposit such reasonable amount of cash as will ensure payments for repairs in the event of future tampering or damage.
- C. Simple interest will be paid on deposits at an annual percentage rate determined by the Commission, provided such deposits remain with the Company for a period of longer than 90 days. Upon request from a Customer, the Company will pay accrued interest annually either by direct refund or credit to the Customer's account.
- D. The Company reserves the right to return any deposit to any Customer after satisfactory credit is established. The Company shall, however, be under no obligation to return any deposit to any Customer whose service has been terminated until the Company has had a reasonable time to read and remove meters and to ascertain that the obligations of the Customer have been fully performed. Deposits for residential Customers will not be held beyond a one-year period during which the Customer has established satisfactory credit.



### III. INSPECTION AND SERVICE CONNECTIONS

- A. Normally the Company will supply and meter gas at one Delivery Point. The term "Delivery Point" means the outlet side of the last meter or regulator of the Company used in supplying gas to the Customer.
- B. The Company will be obligated to supply gas to an Applicant only when the following conditions shall have been complied with:
  - 1. The Applicant's installations shall have been made in accordance with the Company's requirements for gas service and meter installations; and
  - 2. The Company has received from the Applicant a notice signed by a duly recognized authority certifying that the gas piping and equipment on the premises of the Applicant have been installed in accordance with requirements as may be fixed by the local Inspection Bureau having jurisdiction. Where there is no such recognized authority, then in lieu of an inspection certificate or notice of approval, the Company may require the delivery by the Applicant to the Company of an agreement duly signed by the owner and tenant of the premises authorizing the connection to the interior gas piping on the premises; and
  - 3. The Company has received payment for amounts due from the Applicant for any prior or existing service within the Company's service area.
- C. Any changes in, or additions to, the original piping of the Applicant/Customer shall be subject to the above requirements.
- D. Should any change or changes in the Company's service connection to a premises hereafter be made necessary by any city or county ordinance or state statute or any requirement of any public authority or if such change or changes are requested by the Customer or Applicant, the cost of such changes borne by the Customer or Applicant shall be equal to the cost of the entire connection and removal of the same, less the salvage value of the returned material. This total is to be adjusted for the Tax Recovery Factor shown on the currently effective Schedule of Rates and Charges. The Company will, at the Customer's request, convert master meter service to individual metering provided that the conversion will produce sufficient, continuing incremental revenue to justify such a conversion. If the continuing annual revenue does not justify such a conversion, the Company will require the Customer to pay a non-refundable contribution in accordance with Section XVIII A. The Company may require definite and written guarantees from the Customer of such continuing revenue.

### III. INSPECTION AND SERVICE CONNECTIONS (continued)

- E. Existing single family residences regardless of size, as well as multifamily residences and commercial customers not using in excess of one-thousand (1,000) standard cubic feet per hour (SCFH) per service, may request the Company to install an excess flow valve (EFV) or alternative equipment which at a minimum meets the requirement of the appropriate pipeline safety code, as determined in the Company's sole discretion for interrupting the flow of gas. The Customer shall reimburse the Company for the cost of installing an EFV (or alternative equipment) when such installation is performed at the request of the Customer.
- F. The Customer shall have the entire control and ownership of all piping, fixtures, fittings, detection systems, safety devices, and appliances on the Customer's side of the Delivery Point and shall be responsible for all maintenance and use of such piping fixtures, fittings, detection systems, safety devices, and appliances. Should any change occur in the location of the Delivery Point, any piping, fixtures fittings, detection systems, safety devices, and appliances on the Customer's side of the Delivery Point shall become the property of the Customer.
- G. Whenever a Customer requests the Company to supply gas to a single premise in a manner which requires equipment and facilities in excess of those which the Company would normally provide, and the Company finds it practicable, such excess equipment and facilities may be provided under the following conditions:
  - 1. If service to such Customer location is disconnected or if a master meter is removed at the Customer's request and replaced with individual meters, service under this Paragraph F shall not again be available at such Customer location.
  - 2. Gas will be supplied to a single premises consisting of contiguous property not divided by any dedicated public street, road, highway, alley or by property not owned or leased by the Customer.
  - 3. The facilities supplied shall be of a kind and type of equipment normally used by or acceptable to the Company and shall be installed in a place and manner satisfactory to the Company. All equipment furnished and installed by the Company shall be and remain the property of the Company. When excess facilities are provided to supply gas to more than one delivery point, the facilities interconnecting the delivery points shall be located on the Customer's premises.

### III. INSPECTION AND SERVICE CONNECTIONS (continued)

- 4. The Customer will pay to the Company one of the two options described below:
  - 1. A Monthly Facility Charge
    Customer will make a monthly payment calculated by multiplying the new installed cost of all facilities provided by the Company in addition to those the Company would normally provide to supply gas to the Customer at on delivery point by the Monthly Facility Charge Factor set forth in the currently effective Schedule of Rates and Charges.
  - 2. A Monthly Maintenance Charge
    Customer will reimburse the Company at the time of installation for the new installed cost of all facilities provided by the Company in addition to those the Company would normally provide to supply gas to the Customer at one delivery point. This cost is to be adjusted for the Tax Recovery Factor shown on the currently effective Schedule of Rates and Charges. In addition to the installed cost adjusted for the Tax Recovery Factor, the Customer will pay a monthly payment calculated by multiplying the installed cost of all facilities (not adjusted for the Tax Recovery Factor) by the Monthly Maintenance Charge Factor shown on the currently effective Schedule of Rates and Charges.
- 5 The Company shall not be required to furnish any facilities within any building or other structure.
- All gas will be delivered to the Customer at a pressure of approximately five inches water column, or at such pressure as may be mutually agreed upon, and measured in effect at the delivery pressure.
- 7 The Company shall not be required to make such installations of equipment and facilities in addition to those normally provided until the Customer has signed such agreements and fulfilled such other conditions as may be required by the Company.

### III. INSPECTION AND SERVICE CONNECTIONS (continued)

- H. In no event shall the Company be under any obligation to inspect the gas piping or appliances of the Applicant but where the Company has reason to believe the flues, gas piping or appliances do not comply with recognized requirements, the Company may refuse to supply gas to the Applicant.
- I. The Customer shall give the Company immediate notification of suspected gas leakage whether inside or outside the Customer's premise. The Company will promptly investigate, free of charge to the Customer, all gas leakage reports. The Company representative will identify the source of any gas leakage and take appropriate action to make the area safe until repairs can be performed, either by the Company on its equipment and facilities, or by the Customer.
- J. Whenever service is initiated to any Customer at any particular location, a minimum service connection charge will be made as set forth in the currently effective Schedule of Rates and Charges.
- K. Whenever service at any particular location is resumed after discontinuance and reconnected in the same name within nine months, a minimum seasonal reconnection charge will be made as set forth in the currently effective Schedule of Rates and Charges.
- L. The Customer agrees to pay the Company light-up charges as shown on the currently effective Schedule of Rates and Charges.

### IV. CHARACTERISTICS OF GAS SUPPLIED

- A. To eliminate the possibility of error or loss the Applicant or Customer, before purchasing equipment or undertaking to install piping, should secure from the Company in writing all necessary data relating to the characteristics of the gas which will be supplied.
- B. The gas delivered hereunder shall be a combustible gas consisting wholly of, or mixture of:
  - 1. Pipeline quality natural gas;
  - 2. Gas generated by vaporization of Liquefied Natural Gas (LNG);
  - 3. Manufactured reformed or mixed gas consisting essentially of hydrocarbons of the quality and character produced by nature in the petroleum, oil, and gas fields with physical properties such that when the gases are commingled, they become indistinguishable with respect to the physical properties of the mixture.

ACCEPTED FOR FILING

FEB 1-5 2012

DIVISION OF ENERGY REGULATION STATE CORPORATION COMMISSION

### V. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

- A. The Company shall have the right to install any mains on the property of the Applicant which, in its judgment, are necessary in supplying gas to the Applicant.
- B. The Company shall have the right to place its regulators and such other apparatus as may be needed in connection with supplying such gas at a convenient point or points on the property or in the building or buildings of the Applicant.
- C. The Applicant shall provide suitable space for the installation of the necessary metering apparatus which space shall be
  - Substantially free from vibration, moisture and excessive heat or cold
  - Readily accessible and convenient for reading, testing and servicing
  - 3. Such that apparatus will be protected from injury by the elements or through negligent or deliberate acts of persons.

Meters may be installed indoors or outdoors, however, when large meters are necessary, the Company may require the Customer to furnish, at the Customer's own expense, a suitable structure to accommodate the metering apparatus.

D. All equipment furnished and installed by the Company shall be and remain the property of the Company unless purchased from the Company.



### VI. METERS AND BILLING

- A. Meters are installed by the Company to measure gas used by its Customers. All bills shall be calculated from the readings of such meters, provided, however, that if gas service is provided from a propane facility not connected with the Company's natural gas distribution system, then the metered usage shall be multiplied by a factor of 2.536 for billing purposes to compensate for the higher energy value of propane.
- B. Normally, gas furnished through each meter will be billed separately on the applicable rate schedule selected by the Customer. However, the Company reserves the right, where it desires for its own purposes because of the amount of gas required, to install two or more meters, to combine the readings of meters so installed for billing purposes, and to bill these combined readings on the applicable rate schedule selected by the Customer.
- C. The initial billing period shall commence on the earlier of (1) the date gas is accepted for delivery by the Customer, or (2) the date the Company's facilities are ready for service upon or after the agreed date to commence service, whichever is earlier, unless the agreed date is changed by mutual consent.
- D. Billing error is an overcharge or undercharge that is attributable to any of the following:
  - 1. An incorrect meter read whether read by a Company employee or by remote equipment;
  - 2. An incorrect calculation or application of the appropriate rate schedule by the Company;
  - 3. An incorrect application or omission of a pressure adjustment or constant factor by the Company;
  - 4. An incorrect input or omission of data into the Company's automated billing system; or
  - 5. Another similar act or omission by the Company in determining the amount of the Customer's bill.
  - 1. If the Company overcharges a Customer due to a billing error as defined in D. above, the Company shall refund or credit the amount of the overcharge. However, the Company is not required to adjust, refund, or credit any overcharge for a period greater than three years immediately preceding discovery of the billing error. If the Customer can provide additional billing records, an adjustment would be required for as far back as the Customer has records that demonstrate erroneous billing.

### VI. METERS AND BILLING (continued)

- 2. If the Company undercharges a Customer due to a billing error as defined in D. above and meter tampering is not involved, the Company may bill the Customer for the amount of undercharge during the one year period immediately preceding discovery of the error, and the Company shall offer the Customer reasonable payment arrangements for the amount of the bill, taking into account the period of the undercharge.
- E. Meters in service may be tested by the Company, the Commission or any other lawfully constituted authority having jurisdiction. When, as a result of such a test, a meter is found to be no more than 2% fast or slow no adjustment shall be made in the Customer's bill. If the meter is found to be more than 2% fast or slow the Company will rebill the Customer for the correct amount as calculated for a period equal to one-half of the time elapsed since the last previous test, but in no case to exceed six months.
- F. In the event the metering apparatus fails to register properly or any measuring device attached to the meter and the gas used is not known, the gas used by the Customer will be estimated. Such estimate shall be based upon known pertinent facts and the amount of gas so estimated shall be used in calculating the bill or refund made to the Customer for a period equal to one-half of the time elapsed since the last previous test, but in no case to exceed six months. Estimated bills will be due upon presentation and subject to all usual collection procedures.
- G. If, during the term of agreement for furnishing gas, by reason of accident, act of God, fire or strike of the Customer's employees the Customer is unable to operate the plant in whole or in part, then the Customer, during such time as may be reasonably necessary to correct any such conditions, shall have the option of purchasing gas either at the schedule provided for in the agreement or at any of the Company's rate schedules on file with the Commission and applicable to the then existing conditions. In case the Customer elects to take gas under some other schedule during such period, it is agreed that for every month or portion thereof during which gas is furnished to the Customer under this paragraph, the agreement shall be extended for a corresponding period beyond its expiration date.
- H. Whenever it is found that unmetered gas is being used as a result of tampering, the Customer will pay to the Company an amount estimated by the Company to be sufficient to cover the gas used but not recorded by the meter and not previously paid for.

### VII. **USE OF GAS**

- A. The Customer agrees that no gas other than that supplied by the Company shall be used in the operation of the Customer's equipment without previous written notice to and consent of the Company.
- B. The service connections and metering apparatus supplied by the Company for each Customer are definitely limited in capacity, and no additions to the equipment or load connected thereto may be made except with written consent of the Company.
- C. The Customer shall install only such apparatus and appliances as are suitable for operation with the character of gas supplied by the Company without undue disturbance of such supply, and the gas must not be used in such a manner as to cause objectionable pressure fluctuations in the Company's general distribution system.
- D. All apparatus and appliances used by the Customer shall be of such type as to secure the highest practical commercial efficiency.
- E. The Company reserves the right but shall have no duty to determine the suitability of apparatus or appliances to be connected to its mains, and to determine whether the operation of such apparatus or appliances will be detrimental to its general supply of gas, and further reserves the right to refuse to supply or to discontinue the supply of gas until such time as the Customer shall conform to Company regulations.
- F. The Company will furnish gas to the Customer for use only for the Customer's own purposes and only on the premises occupied through ownership or lease by the Customer. The Customer shall be one individual, firm or corporation, and the gas shall not be resold. Gas supplied to an owner may be in turn furnished to a tenant or occupant and the charge by the Company for that gas, but no additional charge, may be included as part of the rent charged by the owner to such tenant or occupant. The portion of the Company's charge allocated to each tenant or occupant may vary according to usage of gas by each tenant or occupant; otherwise, gas may be supplied by the Company directly to each tenant through the Company's individual meters.
- G. A Customer who provides and maintains the required compressor station and related facilities on the Customer's premise and provides compressed natural gas at retail for vehicular use, and does not resell natural gas for any other purposes shall be exempt from the prohibition against resale.

### VII. USE OF GAS (continued)

- H. The gas supplied under any agreement is supplied by the Company and is utilized by the Customer upon the express conditions that the gas so supplied, after is passes the Delivery Point, becomes the property of the Customer to be used only as herein provided. The Customer having entire control of piping, fixtures, fittings, detection systems, safety devices, and appliances after the Delivery Point, is solely responsible for any leakage, waste, or theft of gas which may occur after it leaves the Delivery Point.
- I The liability of the Company for any loss, damage or injury to any property or persons, however caused, absolutely ceases at the Delivery Point. The Company assumes no obligation or liability for, or on account of, any condition on the Customer's premises or for any defects or suitability of Customer's piping, fixtures, fittings, or appliances, or for the inspection or repairs thereof.
- J. The Company shall not be liable for any loss, damage, or injury to any property or person, resulting directly or indirectly from, or on account of, any condition after the Delivery Point or on the Customer's premises, including, but not limited to, conditions related to the use, misuse, delivery, or presence of gas on the Customer's premises, or elsewhere, after it passes the Delivery Point; the presence, character or condition, including defects or suitability, of the piping, fixtures, fittings, detection systems, safety devices, or appliances of the Customer or on the Customer's premises; or the construction, maintenance or use of the service pipe from its entrance upon the Customer's premises to the Delivery Point, nor for the inspection or repairs thereof.

State Corporation Commission Division of Utility Regulation Accepted August 31, 2023

# VIII. INTERRUPTIONS TO THE SUPPLY OF GAS

In case the supply of gas shall fail or be interrupted, or become defective through act of God, or the public enemy, or Federal, state, municipal or other public authority, or because of accident, strikes or labor troubles, or any other cause beyond the reasonable control of the Company, the Company shall not be liable for such failure, interruption or defect.

In the event of a shortage of gas or other adverse condition or disturbance on the system of the Company, or any other system through which the Company is supplied gas, the Company may, without incurring liability, take such emergency action as, in the judgment of the Company, may be necessary. Such emergency action may include, but not be limited to, reduction or interruption of the supply of gas to some customers or areas in order to compensate for a gas shortage on the Company system or to limit the extent or duration of the adverse condition or disturbance on the Company system or to minimize the risk of accident or to expedite the restoration of service. The Company may also reduce the supply of gas to compensate for an emergency condition in an interconnected system.

If the Company in good faith believes that, because of civil disorder, riot, insurrection, war, fire or other condition beyond the reasonable control of the Company in the vicinity of its gas lines and facilities, it is necessary to disconnect or isolate a portion of such lines or facilities, or otherwise interrupt gas service, for the protection of the public, or if ordered by duly constituted public authority so to do, the Company may, without incurring liability, disconnect or isolate such lines and facilities or otherwise interrupt service in such vicinity or in such related area as may be practically required, and the Company shall not be obligated to furnish gas service through such lines and facilities, but the Company shall be prompt and diligent in reconnecting its lines and facilities and restoring its service as soon as it believes in the exercise of reasonable care for the protection of the public and the employees of the Company that such action can be taken with reasonable safety.



Filed 10-26-84 Gas Superseding Filing Effective 12-27-71 This Filing Effective For Usage On and After 10-27-84 Virginia Natural Gas 40r310PTJ0232-11

### TERMS AND CONDITIONS

IX. RIGHT OF ACCESS

The Company shall have the right of access to the Customer's premises at all reasonable times for the purpose of reading meters of the Company and of removing its property, and for any other proper purpose; and the Company shall have the right to discontinue the supply of gas without notice if such access at any time is not provided.



### X. CUSTOMER'S RESPONSIBILITY

- A. The Customer shall be responsible at all times for the safekeeping of all Company property installed on Customer's premises, and to that end shall give no one, except authorized Company employees, access to such property.
- B. The Customer shall be liable for the cost of repairs for damage done to the Company's property due to negligence or misuse of it by the Customer, or other persons on the Customer's premises.
- C. The Customer shall be liable to the Company for all damages which may result from the Customer's piping, fixtures, fittings, detection systems, safety devices, or appliances; the use or misuse of the Company's service or the gas supplied by the Company; or the connection of the Company's equipment with the Customer's equipment.
- D. The Customer shall be responsible for the maintenance and repair of the Customer's piping, fixtures, fittings, detection systems, safety devices, and appliances. Should the Customer report gas trouble occurring upon the Customer's premises, the Company will endeavor to respond with reasonable dispatch to such report with the purpose only of correcting such trouble as may exist in the Company's equipment. In the event that employees of the Company make repairs or undertake inspections of piping, fixtures, fittings, detection systems, safety devices, or appliances of the Customer, in response to such reports, said employees shall be considered as acting solely for, and on behalf of, the Customer, it being understood and agreed that the Customer assumes the entire and sole risk, liability and responsibility for all acts, omissions and negligence of the Company's employees at all times while said employee is making such repairs or conducting such inspections. The Company retains responsibility only with respect to the action of its employees in connection with property owned by the Company.
- E. The Customer shall indemnify and save harmless the Company from any and all liability to anyone whomsoever for damages and expenses (including reasonable attorney's fees), or related to claims, actions, or lawsuits (including, but not limited to, those seeking recovery for death or injury, or damage to property) related in any way (whether directly or indirectly or to any degree) to, or on account of, any condition after the Delivery Point or on the Customer's premises.

### XI. PAYMENTS

- A. The supply of gas by the Company is contingent upon payment of all charges due from the Customer.
- B. The Company will render bills to the Customer at regular intervals. Bills are due and payable upon presentation and become past due twenty-eight (28) days after the bill date. The bill date is shown on the bill and is the date on which the bill is prepared in the Company's billing operations.
- C. A late payment charge as set forth in the currently effective Schedule of Rates and Charges will be imposed at the next bill date on all past due balances on the Company's books, excluding local consumer taxes.
- D. Bills payable at any Company authorized payment center or to any collector or collection agency duly authorized by the Company, except that, when written notice of discontinuance of service for nonpayment has been sent to the Customer, payment must be made at a Company authorized payment center. Payments shall be paid without regard to any counterclaim whatever.
- E. If the Customer in good faith disputes any bill for metered volumes in excess of 500 Ccf, Customer shall notify the Company of the nature and amount of the bill dispute. Company may require Customer to timely pay the amount the Customer believes to be the correct amount. The Company shall not assess a late payment charge on the disputed amount during the time the Company is investigating the dispute; provided, however, that if the dispute was not made in good faith, the Company shall assess a late payment charge on the unpaid balance from the date the bill was due.
- F. The Company reserves the right to apply any payment or payments made by the Customer in whole or in part to any account due the Company by the Customer.
- G. The Customer will be charged a handling charge as set forth in the currently effective Schedule of Rates and Charges for each check received by the Company and returned by a bank for insufficient funds in the Customer's account. The Company also reserves the right to require all future payments be made in cash or by money order.

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FEB 1:5 2012

DIVISION OF ENERGY REGULATION STATE CORPORATION COMMISSION

# XII. DISCONTINUANCE OF THE SUPPLY OF GAS

- A. The Company reserves the right to discontinue furnishing gas to a Customer, irrespective of any claims pending against the Company, upon the occurrence of any one or more of the following events:
  - At any time without notice:
    - a. Whenever the Company, in its opinion, has reasonable cause to believe that the Customer is receiving gas without paying therefore, or that its meter, pipes or other apparatus have in any manner been tampered with. In either of these events, the Company shall have the right, in addition to its other rights as provided in these Terms and Conditions filed with the Commission, to require the Customer at the Customer's own expense to have installed piping in accordance with the Company's specifications and subject to its approval.
    - b. Whenever, in the Company's opinion, the conditions of the Customer's piping, equipment and appliances is neither safe nor suitable for receiving gas, or when the Customer's use of gas or equipment interferes with, or is detrimental to, the supply of gas by the Company to any other Customer.
    - c. Where gas is being furnished over a Customer's private pipeline or through a pipeline which is not owned or leased by the Company, whenever in its opinion such pipeline is either not in a safe and suitable condition, or is inadequate to receive gas.
    - d. Whenever the Customer has denied a Company representative access to the Company's meter, pipes or other apparatus installed on the Customer's premises.
    - e. To prevent fraud upon the Company.
  - 2. After ten (10) days notice by mail:
    - a. For nonpayment of bills
    - b. For failure to comply with any of the Company's Terms and Conditions as filed with the Commission, or with any of the conditions or obligations of any agreement with the Company for the purchase of gas.

# XII. DISCONTINUANCE OF THE SUPPLY OF GAS (continued)

- B. Notice of discontinuance shall be considered to be given a Customer when copy of such notice is left with the Customer or left at the premises where the Customer bill is rendered, or posted in the United States mail addressed to the Customer's last post office address shown on the record of the Company.
- C. In all cases where the supply of gas is discontinued by reason of the Customer's negligence or violation of any of the Company's Terms and Conditions as filed with the Commission, or with any of the conditions or obligations of any agreement with the Company for the purchase of gas, there shall then become due and payable, in addition to the bills in default, an amount equal to the monthly minimum charge for the unexpired term of the agreement, not as a penalty, but in lieu of the income reasonably to be expected during the unexpired term of the agreement.
- D. The company reserves the right to discontinue service to an individual residential propane Customer who: i) does not receive propane from a distribution system, ii) is located 1,000 feet or farther from existing Company mains, and iii) is located in an area where commercial propane service is available. The Company shall provide any such Customer with 90 days-notice by mail of the discontinuance.

### XIII. RECONNECTION OF THE SUPPLY OF GAS

- A. If the supply of gas has been discontinued for any of the reasons covered by Section XII Discontinuance of the Supply of Gas, the Company shall have a reasonable period of time in which to reconnect the Customer's service after satisfactory arrangements have been made for the payment of all delinquent bills, and after the Customer has corrected all unsatisfactory conditions which may have existed on the Customer's premises, and has fully complied with these Terms and Conditions as filed with the Commission, and with any of the conditions or obligations of any agreement with the Company for the purchase of gas.
- B. If the supply of gas has been discontinued because of improper use, or if, in the Company's opinion, the meter, the pipes, or other apparatus have been tampered with, the Company may refuse to reconnect the Customer's service until the Customer has:
  - 1. Paid all delinquent bills to the extent required by the Company,
  - Paid to the Company an amount estimated by the Company to be sufficient to cover the gas used but not recorded by the meter and not previously paid for,
  - 3. Paid to the Company the entire cost of disconnection and reconnection, and
  - 4. Repiped the premises in a manner satisfactory to the Company.
- C. If, for any cause, the Company has shut off the supply of gas at the service, the gas shall remain shut off until turned on by a representative of the Company.
- D. Where special handling is required to reconnect the supply of gas which has been discontinued for any of the reasons covered by Section XII Discontinuance of the Supply of Gas, or has been discontinued for a period in excess of nine months, a service reconnection charge will be made as set forth in the currently effective Schedule of Prices and Charges. Special handling shall mean reconnection of the supply of gas whenever one or more of the following events occurs:

ACCEPTED FOR FILING

NOV 12 1998

BIVISION OF ENERGY REGULATION STATE COMPORATION COMMISSION

Filed 10-28-98

This Filing Effective For The Billing Month of November 1998 Superseding Filing Effective For Usage On and After August 30, 1988 SUBJECT TO REFUND

### XIII. RECONNECTION OF THE SUPPLY OF GAS (continued)

- D. 1. The service is reconnected during hours other than the normal routine schedule or requiring special arrangements.
  - 2. The service has been discontinued at the street, for nonpayment of past due bills, because the Company has been denied access to the meter or the Customer has broken the seal on a meter previously disconnected for nonpayment of bills.
- E. If Customer's request for service reconnection requires special handling and, pursuant to paragraph A. above, Company is unable to perform the reconnection in the manner requested by Customer, Customer shall have the option of receiving Accelerated Reconnection Service at the charge set forth in the currently effective Schedule of Rates and Charges.

ACCEPTED FOR FILING NOV 12 1998

DIVISION OF ENERGY REGULATION SYATE CORPORATION COMMISSION

Virginia Natural Gas 40r310PTJ0232-16

### TERMS AND CONDITIONS

### XIV. ACCURACY REQUIREMENT FOR METERS

Before being installed for the use of any Customer, every meter, whether new, repaired or removed from service for any cause, shall be in good order, and shall be adjusted so as to register as nearly 100% correct as practicable on light load and on full load or rated capacity. Whenever on installation, periodic or any other test, a meter is found to be in error exceeding 2%, plus or minus, it will be adjusted so as to register as nearly 100% correct as practicable at light load and full load, and be without creep.



Filed 10-26-84 Gas Superseding Filing Effective 3-15-49
This Filing Effective For Usage On and After 10-27-84

# XV. PERIODIC TESTS AND CHECKS AND TESTING FACILITIES AND EQUIPMENT

- A. The Company shall test meters based on a periodic test program with meters and instruments being tested on a regular basis or, alternatively, the number of meters tested in any year may be determined by an In-Service Performance Testing Plan acceptable to the Commission.
- B. The Company will, unless specifically relieved of this obligation by the Commission, provide for and have available such laboratory, meter testing shop, provers and instruments, and such other equipment and facilities as may be necessary to make the tests required by these rules, or by other orders of the Commission.

Testing instruments and standards may be tested and certified by any standardizing laboratory whose instruments and methods are approved by the Commission.

ACCEPTED
FOR FILING
DEC 8 1997
MINISTER OF ENERGY REGULATION
STATE CORPORATION COMMISSION

Filed 11-21-97

Superseding Filing Effective 10-26-84 This Filing Effective For Usage On and After 01-01-98 Virginia Natural Gas 40r310PTJ0232-18

### TERMS AND CONDITIONS

XVI. REQUEST TESTS

The Company will, without charge, make a test of the accuracy of registration of a meter upon the request of a Customer, provided the Customer does not request such a test more frequently than once in each 24 months. If tests of meters are requested by the Customer to be made more frequently than once in 24 months, the Company will require a deposit of a reasonable sum of money to offset the cost of the test, refundable only if the percentage registration of the meter is greater than 102% or is less than 98%.



Filed 10-26-84 Gas

Superseding Filing Effective 02-01-77 This Filing Effective For Usage and After 10-27-84

Virginia Natural Gas 51r310PTJ507-1

### TERMS AND CONDITIONS

XVII. MEASURING OF GAS

Whenever gas is measured at pressures above the normal metering pressure the Company may correct the volume of gas so measured to a base pressure of five (5) inches water column and a base temperature of 60 degrees Fahrenheit and the average barometric pressure shall be assumed to be fourteen and seventy-three hundredths (14.73) pounds per square inch.



Filed 10-26-84 Gas

Superseding Filing Effective 11-23-81 This Filing Effective For Usage On and After 10-27-84

### XVIII. GAS LINE EXTENSIONS

- A. The Company will construct a main extension, service lines, and/or other distribution facilities required to serve an applicant or group of applicants provided there is sufficient continuing revenue to justify such construction. To ensure sufficient continuing revenue, the Company may require definite and written guarantees of revenues from an applicant, or group of applicants, in addition to any minimum payments required by the rate schedules as may be necessary to justify such construction. The Company will require the applicant or group of applicants to pay a non-refundable contribution when the continuing revenues from the main extension, service lines, and/or other distribution facilities are not projected to justify the costs of such facilities. To determine if a non-refundable contribution is required, the Company will perform the following economic evaluation:
  - 1. The cost of the main extension, service lines, and/or other distribution facilities installed will be calculated at the present value of the costs associated with installing such facilities including: the total plant investment, annual operation and maintenance expenses, property taxes, income taxes, and an allowance for return on the total plant investment. The allowance for return shall be computed using the Company's overall rate of return, as determined in its most recent rate case, including the authorized return on common equity. The cost to install the service line, meter and regulator will be determined, at the Company's discretion, from either the previous year's average cost for the applicable Customer class or from a detailed cost estimate based on current labor and material cost. The cost to install main line extension will be determined from a detailed cost estimate using current labor and material costs. The present value will be determined by discounting the costs using the Company's overall rate of return, as determined in its most recent rate case, including the authorized return on common equity.
  - 2. The Company will calculate the anticipated revenues based on estimated usage and/or consumption patterns, determined by the Company, and current authorized rates for the applicable Customer class, excluding the purchased gas charge. The Company will discount annual revenue to present value using the Company's overall rate of return, as determined in its most recent rate case, including the authorized return on common equity.
  - 3. The Company will compute "Net Present Value" or "NPV" by subtracting the discounted costs as calculated in (1) above from the discounted revenues as calculated in (2) above.

### XVIII. GAS LINE EXTENSIONS (continued)

- (A). If the NPV is zero or positive, then no contribution will be required from the applicant or group of applicants prior to the installation of main extension, service lines, and/or other distribution facilities.
- (B). If the NPV is negative, then the applicant or group of applicants shall pay a non-refundable contribution in an amount necessary to equal a zero (\$0) NPV. The contribution shall be adjusted for the Tax Recovery Factor shown on the currently effective Schedule of Rates and Charges.
- B. For individual residential applicants establishing or upgrading gas service, the Company will provide up to 100 feet of service line from the main to the Customer's meter without a charge, provided the applicant installs and uses natural gas for either central heat, water heating, or any two natural gas appliances.
- C. The Company will make gas line extensions other than those specified in A. above under conditions specified in the Company's Gas Line Extension Agreements on file with the Commission.
- D. Where appropriate, the Company will determine a projects feasibility for line extension under the Targeted Conversion Program. The program is a pilot program allowing the Company to extend natural gas facilities to existing groups of residential and/or commercial customers that do not have access to gas service and are within a defined Targeted Conversion Area. The Company may designate a Targeted Conversion Area based on an assessment identifying the geographic extent of a potential Targeted Conversion Area and applying a calculation of the projected revenues from up to 60% of potential conversion customers within the potential Targeted Conversion Area, along with the following criteria:
  - 1. The Company will identify an appropriate area for targeted conversion at its sole discretion. At least 20% of respondents within the identified potential Targeted Conversion Area must have executed a contingent Natural Gas Line Extension Agreement. The contingent Natural Gas Line Extension Agreement is contingent upon the project area reaching the 20% and being established by the Company as a Targeted Conversion Area. Should the Targeted Conversion Area not be established for any reason, a customer could still be served pursuant to the

### XVIII. GAS LINE EXTENSIONS (continued)

- Company's existing line extension policy and subject to all terms and conditions of the policy.
- 2. Should the remaining Targeted Conversion Area respondents required to meet the 60% threshold require gas line extensions that make the proposed project's cost to construct greater than the anticipated life cycle revenues or the Company encounters conditions that inhibit conversion to natural gas, including, but not limited to, geologic or topographic concerns or default of initial respondents, VNG may at its sole discretion choose to abandon a proposed project. The abandonment of a project will not impact a contracted customer's obligations and rights to service as set forth in VNG's tariff.
- 3. The Company has sole discretion to determine the likelihood of an area reaching the 60% threshold and how to incorporate any such information into the life cycle revenue calculation.
- 4. The Company must have Natural Gas Line Extension Agreements from each customer within the 20% customer group contracting for gas service and payment of the respective customer's required financial contribution that results from the economic test before the Company can begin service installation work.
- 5. During any period in which the adoption rate is less than the assumed adoption rate of 60%, an amount of plant equal to the difference between the assumed adoption rate (60%) and the actual adoption rate will be precluded from inclusion in the Company's rate base unless the allowable investment received from added customers exceeds expectations and creates a positive project Net Positive Value despite not securing 60% of the project area respondents.
- E. When appropriate, the Company will evaluate multifamily projects for inclusion in the Multifamily Pilot Program. Under this program the Company may provide a contribution to the Customer to offset costs incurred for the installation of gas piping and venting in each multifamily unit. The Company will apply the described in Section XVIII.A. If the test results in a positive Net Present Value "NPV" the Company may provide a contribution to the Customer to offset costs incurred for the installation of gas piping and venting in each multifamily unit. The designated contribution to the Customer shall be converted to a contribution per unit based on the project design, to account for minor variations in the scope of the completed project versus the original design of the project. The contribution provided by the Company may not exceed the lesser of: (i) the

### XVIII. GAS LINE EXTENSIONS (continued)

actual per unit cost for installation of gas piping and venting in the multifamily project; (ii) 80% of the per unit positive NPV described above.

- 1. A project will be determined to be an eligible multifamily project if there are at least 5 units. The program would be applicable to both individually metered units and scenarios that require only 1 meter per building. In each scenario, the incentive would be based entirely on 80% of the excess allowable investment generated by the project.
- 2. A contribution under this subsection is not permitted to be used by the Customer for the procurement of natural gas appliances.
- 3. If the number of units in the project changes by more than 10%, the Company will re-evaluate the NPV of the project and, if applicable, adjust the per unit contribution. The Company, using its best judgment, may re-evaluate the NPV of the project and adjust the per unit contribution for projects with a change in number of units of less than 10% if the change is expected to have a material impact on the per unit contribution.
- 4. Contributions are permitted during a pilot program approved by the Virginia State Corporation Commission "Commission" extending five (5) years from September 14, 2021, the effective date of Commission approval. No contributions shall be committed to Customers after the conclusion of the five (5) year pilot period without additional approval from the Commission, although the payment of contributions may extend beyond the five-year term of the Pilot.
- 5. When a contribution is provided to offset costs related to the installation of gas piping and venting, the Company will not bear responsibility for proper installation and maintenance of any piping or associated facilities beyond the Company's meter.
- F. If a proposed gas line extension is of such length or high cost, or if in the Company's opinion, the prospective revenue from such line extension is insufficient or temporary, or if the applicant or group of applicants to be supplied are unable to establish a credit standing satisfactory to the Company, the Company reserves the right to determine finally the advisability of making such line extension.
- G. The Company shall not be required to make any gas line extension under these general rules and regulations until the applicant or group of applicants to be supplied from such line extension shall have signed a Natural Gas Line Extension Agreement and until all premises to be supplied have been piped and made ready for service.

Filed 08-29-23

### XVIII. GAS LINE EXTENSIONS (continued)

- H. Except as provided in Sections A and B above the, Company shall not be obligated to construct or own any main extension, gas service line, and/or other distribution facilities, or to provide any Customer with gas.
- I. These general rules and regulations shall not be construed as prohibiting the Company from making gas line extensions of greater length or higher cost, provided there is no discrimination between Customers using gas under the same classification.

### XIX. LIMITATIONS ON GAS SERVICE PURSUANT TO NEW APPLICATIONS

The Company will connect new gas Customers and new loads of existing gas Customers to its system provided the Company's gas supplies and capacity appear to be sufficient on a continuing basis to meet such new requirements and requirements of its existing Customers. Should the Company determine that such gas supplies or capacity are insufficient to connect new gas loads, it reserves the right to deny gas service for new applications, or to provide service only on an interruptible schedule, until such time as sufficient gas supply and capacity are available.

### XX. QUARTERLY BILLING ADJUSTMENTS

### A. Definitions

- 1. Each Customer's monthly volumetric charge for Firm gas sales service, Firm Gas Delivery service and NGV service shall include a Quarterly Billing Factor (QBF) as set forth in the Schedule of Rates and Charges computed for each applicable rate schedule quarterly with the first quarter effective with the December billing month of each year.
- 2. The QBF applicable to Firm Gas Sales Service rate schedules shall consist of: a Projected Purchased Gas Costs (PGC), an Actual Cost Adjustment (ACA), and a Margin Sharing Adjustment (MSA) calculated as provided below. The QBF applicable to Firm Gas Delivery rate schedules shall consist of: Projected Purchased Gas Costs (PGC) and a Refund Adjustment (RA). The QBF applicable to NGV schedules shall consist of Projected Purchased Gas Costs (PGC).
- 3. Each Firm Gas Delivery Service Customer's monthly purchased gas demand charge for gas service shall include a Quarterly Demand Factor (QDF) as set forth in the Schedule of Rates and Charges and computed for each Schedule each quarter as provided below. Each NGV schedule's QBF shall include a demand gas cost component calculated as the product of the QDF from the High Load Factor Firm Delivery Service rate schedule multiplied by the factor 0.03288.
- 4. Each Firm Gas Delivery Customer's monthly capacity charge for service shall include a Quarterly Capacity Factor (QCF) as set forth in the Schedule of Rates and Charges and computed for each Schedule each quarter as provided below. Each NGV Schedule's QBF shall include a capacity gas cost component equal to the QCF from the High Load Factor Firm Delivery Service rate schedule.
- 5. Each QBF, QDF, and QCF applicable to each schedule in the Schedule of Rates and Charges will be published and filed with the State Corporation Commission of Virginia each quarter or other such times as may be appropriate.

#### XX. QUARTERLY BILLING ADJUSTMENTS (continued)

#### A. Definitions (continued)

- 6. The term "gas costs" shall mean all costs associated with acquisition of natural gas and substitute or supplemental forms of gas or gas sources, including inventory carrying costs and uncollectible gas costs, acquired by VNG for sale to Customers whose service is regulated by the Commission and related transportation, storage, and handling costs required for delivery to VNG's facilities, including, but not limited to, costs associated with the following types and sources of gas:
  - a. Natural and substitute natural gas (SNG) and liquefied natural gas (LNG) from pipeline and other suppliers including exchange gas and spot or emergency purchases;
  - b. Liquefied natural gas (LNG) from other pipeline sources;
  - c. Liquefied petroleum gas (LPG);
  - d. Other hydrocarbons used as feedstock for production of substitute natural gas (SNG);
  - e. Renewable Natural Gas:
  - f. Next Generation Natural Gas (or Certified Natural Gas);
  - g. Natural gas odorant; and
  - h. Supplemental forms of gas.
- 7. Electric costs are defined as the cost of electricity associated with the operation of VNG's propane plant and shall be recovered by VNG through this Section XX to the extent these costs are not reimbursed to VNG by others.

#### For Firm Gas Sales Service Rate Schedules

- B. Projected Purchased Gas Costs Computation
  - 1. Demand Component

#### XX. QUARTERLY BILLING ADJUSTMENTS (continued)

For Firm Gas Sales Service Rate Schedules

- B.1. Projected Purchased Gas Costs Computation (continued)
  - a. Estimate the purchased gas and electric demand charges VNG will incur in the twelve month period beginning with the quarter to which the QBF will be applicable. Demand charges will be estimated on the basis of current billing determinants supported by any contractual commitment made by VNG in which a right to receive gas is related to a daily entitlement. Any other charge determined to be a demand charge by the Commission shall be included in the demand charges estimated for the quarter.
  - b. Subtract from the total demand charges estimated in a. the amount assignable to Customers receiving gas under Firm Gas Delivery Service, calculated as follows:
    - i. Divide the total estimated demand charge by 12 to calculate estimated monthly demand charges.
    - ii. Divide the estimated monthly demand charges by the calculated system peak day firm sales volume, which is 4,317,171 Ccf. This calculation yields the quarterly demand factor.
    - iii. Multiply the quarterly demand factor from ii. by the estimated aggregate demand billing determinant for Firm Gas Delivery Service Customers, determined as stated in Firm Gas Delivery Service rate schedules, then multiply the product by 12.

The amount calculated after assignments to firm gas delivery service rate schedules equals adjusted total demand charges.

c. Subtract from adjusted total demand charges the sum of the estimated demand gas costs recovered from NGV schedules plus the estimated demand gas costs recovered from Customers not identified in A.l. Adjust this amount for an historical annual value of demand uncollectible. This calculation yields the net total demand charges.

#### XX. QUARTERLY BILLING ADJUSTMENTS (continued)

For Firm Gas Sales Service Rate Schedules

- B.1. Projected Purchased Gas Costs Computation (continued)
  - d. Multiply the net total demand charges determined in c. by the allocation factor for each rate schedule set forth below:

| Schedule 1       | 76.441% |
|------------------|---------|
| Schedule 2A      | 00.002% |
| Schedule 2B      | 08.300% |
| Schedule 2C      | 15.256% |
| Schedule 3 and 4 | 00.000% |
| Schedule 5       | 00.001% |

The resulting dollar amounts for each schedule reflect annualized demand charges allocated to each schedule.

e. Divide the annualized demand charges allocated to each schedule referenced in d. by the estimated annual sales volume under that schedule for the twelve- month period beginning with the quarter to which the QBF is applicable. The resulting figure is the demand component of the PGC for that schedule.

#### 2. Capacity Component

- a. Estimate the purchased gas capacity charges VNG will incur in the twelve-month period beginning with the quarter to which the QBF will be applicable. Capacity charges will be estimated on the basis of current billing determinants supported by any contractual commitment made by VNG in which a right to receive gas is related to a monthly, seasonal, or annual entitlement. Any other charge determined to be a capacity charge by the Commission shall be included in the estimated capacity charges for the quarter. Capacity charges shall include an estimate of VNG's annual cost of LPG.
- b. Subtract from the total capacity charges estimated in a. the amount assignable to Customers receiving gas under Firm Gas Delivery Service rate schedules, calculated as follows:

#### XX. QUARTERLY BILLING ADJUSTMENTS (continued)

For Firm Gas Sales Service Rate Schedules

#### B.2. Capacity Component (continued)

- i. Divide the total estimated capacity charges by twelve to calculate estimated monthly capacity charges.
- ii. Divide the estimated monthly capacity charges by the calculated system average winter month firm sales volume. The system average winter month firm sales volume shall be recalculated annually, effective with the year beginning June of each year by dividing the total of sales volumes during the November to March winter sales period immediately prior to each third quarter under Firm Gas Sales Service and Firm Gas Delivery Service and NGV rate schedules by five. This calculation yields the quarterly capacity factor.
- iii. Multiply quarterly capacity factor from ii. by the estimated aggregate capacity billing determinant for Firm Gas Delivery Service rate schedules Customers, determined as stated in Firm Delivery Service schedules, then multiply the product by 12.

The amount calculated after assignment will be adjusted by an historical annual value of capacity uncollectible. This amount equals adjusted total capacity charges.

- c. Subtract from adjusted total capacity charges the sum of the estimated capacity gas costs recovered from NGV Service rate schedules plus the estimated capacity gas costs recovered from Customers not identified in A.1. The calculation yields the net total capacity charges.
- d. Multiply the net total capacity charges determined in c. by the applicable winter sales allocation factor. The winter sales allocation factor shall be recalculated annually, effective with the year beginning June of each year on the basis of sales to Customers under Firm Gas Sales Service rate schedules excluding NGV service rate schedules during the November to March winter sales period immediately prior to each quarter beginning with June. The resulting dollar amounts for each schedule reflect annualized capacity charges allocated to each schedule.

#### XX. QUARTERLY BILLING ADJUSTMENTS (continued)

For Firm Gas Sales Service Rate Schedules

#### B.2. Capacity Component (continued)

e. Divide the annualized capacity charges allocated to each schedule referenced in d. by the estimated annual sales volume under that schedule for the twelve month period beginning with the quarter to which the QBF is applicable. The resulting figure is the capacity component of the PGC for that schedule.

#### 3. Commodity Component

- a. Estimate the quantity of gas, in decatherms, VNG will receive for resale during the quarter and VNG's cost of that gas and electric costs. Cost of gas will include the carrying costs on gas storage balances. Carrying costs on gas storage balances will include debt and equity components that are based on a two-month average storage balance. The estimated quantity will be the total estimated quantity purchased, net of estimated deferred deliveries and estimated received deferred deliveries, to reflect actual volumes to be received.
- b. Subtract from the cost of gas estimated in a. the estimated cost of gas to be sold under Firm Gas Delivery Service, Interruptible Gas Delivery Service and NGV service Customers, calculated as following:
  - Convert the estimated quantity of gas VNG will receive for resale to estimated volumes by dividing the estimated quantity by 1.033. This calculation yields the estimated volumes, in Mcf, VNG will receive for resale during the quarter.
  - ii. Divide the commodity cost estimated in a. by the estimated volumes calculated in i. This calculation yields the initial quarterly commodity rate.
  - iii. Divide the initial quarterly commodity rate from ii. by .979 to include a provision for costs associated with unaccounted for gas. This calculation yields the quarterly commodity rate.

#### XX. QUARTERLY BILLING ADJUSTMENTS (continued)

For Firm Gas Sales Service Rate Schedules

#### B.3. Commodity Component (continued)

iv. Multiply the quarterly commodity rate by the estimated sales volumes under Firm Gas Delivery Service, Interruptible Gas Delivery Service, and NGV service schedules and from any Customers not identified in A.1.for the applicable quarter.

The amount calculated after assignment equals the net estimated commodity charges.

c. The net estimated charges will be adjusted based on a historical value of commodity uncollectible during the particular quarter to equal net estimated commodity charges. Divide the adjusted net estimated commodity charges calculated in b. by the estimated sales volume under Firm Gas Sales Service schedules. This figure is the commodity component of the PGC for the applicable quarter.

#### 4. Total Projected Purchase Gas Cost

The PGC applicable to each schedule in each quarter shall, therefore, include: a demand component, as calculated in Section 1; a capacity component, as calculated in Section 2; and a commodity component, as calculated in Section 3.

#### C. Actual Cost Adjustment

#### 1. Annual Actual Cost Component

a. After the close of May of each year determine the monthly actual costs of gas and electricity purchased during the 12 months ending May as shown on VNG's books. Adjustments made to settle transportation Customers Difference Account balance, determined as stated in Firm Gas Delivery Service and Interruptible Gas Delivery Service schedules, will be included as a gas cost if the adjustment is negative or as a reduction in gas costs if the adjustment is positive. Identify the costs determined as purchased gas demand, capacity, and commodity costs.

#### XX. QUARTERLY BILLING ADJUSTMENTS (continued)

For Firm Gas Sales Service Rate Schedules

- C.1. Annual Actual Cost Component (continued)
  - b. Subtract from the identified demand costs:

Demand costs recovered under Rate Schedules or contract services other than Firm Gas Sales Service schedules.

c. Subtract from the identified capacity costs:

Capacity costs recovered under Rate Schedules or contract services other than Firm Gas Sales Service schedules.

- d. Subtract from the identified commodity costs:
  - i. Commodity costs recovered under Rate Schedules or contract services other than Firm Gas Sales Service schedules
  - ii. Commodity costs recovered under Interruptible Gas Delivery Service schedule calculated as following:
    - (a.) Convert the monthly quantity of gas VNG received for resale to volumes by dividing by 1.033. This calculation yields the estimated volume, in Mcf, VNG received for resale each month during the 12 months ending May.
    - (b.) Divide the monthly costs of gas in C.1.d.ii.(d.) by the volumes calculated in C.1.d.ii.(a.). This calculation yields the unadjusted final monthly commodity rates.
    - (c.) Divide the unadjusted final monthly commodity rates from C.1.d.ii.(b.) by 0.979 to include a provision for costs associated with unaccounted for gas. This calculation yields the final monthly commodity rates.

#### XX. QUARTERLY BILLING ADJUSTMENTS (continued)

For Firm Gas Sales Service Rate Schedules

- C.1. Annual Actual Cost Component (continued)
  - (d.) Multiply the final monthly commodity rates calculated in C.1.d.ii.(c.) by the volume of gas sold under the Interruptible Gas Delivery schedule as calculated from VNG's books for each corresponding month during the 12 months ending May.
  - iii. Revenues collected from off-system sales and transactions for the exchange of gas with others.
  - e. Allocate the net demand costs determined in b. and the net capacity costs determined in c. among Firm Gas Sales Service schedules in accordance with the demand charge and capacity charge allocation factors used to determine the demand charge and capacity charge components of the PGC in effect during each quarter of the 12 months ending May. Subtract from the amounts so allocated to demand and capacity charges for each schedule the net total demand and capacity charges recovered under each schedule calculated by multiplying the demand and capacity components of the PGC in effect during each quarter of the 12 months ending May by the volumes sold under Firm Gas Sales Service schedules during each month in the corresponding quarter of the 12 months ending May as recorded on VNG's books. The resulting amounts, whether positive or negative, equal the demand charge and capacity charge cost differentials for each schedule.
  - f. Subtract from the net commodity costs determined in d. the product of the commodity component of the PGC for each month of the 12 months ending May times the volumes sold under Firm Gas Sales Service schedules during each month of the 12 months ending May. Add the Net Amount of Refunds calculated under Section D.2. The resulting amount, whether positive or negative, is the aggregate commodity cost differential. Assign the aggregate commodity cost differential to Firm Gas Sales Service based on the relative volumes sold under each schedule during the 12 months ending May as recorded on VNG's books. The resulting amount is the commodity charge cost differential for each schedule.

#### XX. QUARTERLY BILLING ADJUSTMENTS (continued)

For Firm Gas Sales Service Rate Schedules

#### C.1. Annual Actual Cost Component (continued)

- g. Divide the demand charge, capacity charge and commodity charge cost differentials for each schedule by the estimated annual sales for each schedule for the twelve month period ending May. This calculation yields the Annual Actual Cost Component (AACC) for Firm Sales Service schedules for the 12 month billing period beginning September.
- h. The AACC will include carrying costs on over or under collected billed sales, which will be accrued on the average outstanding deferred fuel account balance less the associated accumulated deferred income tax existing at the end of the current and previous month. The carrying costs shall be VNG's weighted average cost of short-term debt for the most recent month in which short-term debt was outstanding.

#### C.2. Total Actual Cost Adjustment

The ACA calculated separately for Firm Sales Service rate schedules, will be adjusted annually effective beginning September of each year. The ACA may run for a maximum period of twelve months. If during the twelve months the ACA account balance changes or is forecasted to change from a positive to a negative balance or from a negative to a positive balance the ACA may be terminated before the end of the maximum period.

#### D. Refunds

- 1. Quarterly Refunds For Firm Gas Delivery Service Schedules
  - a. Determine from VNG's books the aggregate amount of refunds received from its suppliers and the amount collected as the result of overtake penalties collected from Customers less any pipeline and supplier penalties and charges incurred. Segregate from the aggregate amount of refunds an amount equal to the refunds to be distributed to Firm Gas Delivery Service Customers, calculated as follows:

#### XX. QUARTERLY BILLING ADJUSTMENTS (continued)

#### For Firm Gas Sales Service Rate Schedules

- i. For each Firm Gas Delivery Service Customer, calculate the total volumes of sales gas used by the Customer in the four quarters ending with the quarter preceding the quarter in which the Refund Component is calculated.
- ii Divide each twelve months sales volume calculated in i. by VNG's total sales volumes to firm Customers during the four quarters.
- iii. Multiply the ratio determined in ii. by the aggregate amount of refunds identified above. The resulting amount is the refund for that Firm Gas Delivery Service Customer for the quarter.
- 2. Net Amount of Refunds For Firm Gas Sales Service Rate Schedules

The amount remaining after segregation of the Firm Gas Delivery Service Customers' refunds is the Net Amount of Refunds to be included in the commodity charge cost differential determined in C.1.f.

#### E. Margin Sharing Adjustment (MSA)

- 1. Annual Component (AMSC)
  - a. A margin sharing adjustment shall be computed each year on the basis of the margin recovery during the 12 months ending May, as described below.
  - b. Each year calculate the revenues VNG derived during the 12 months ending May from Interruptible Delivery Service and Optional Gas Supply Service. Revenues derived from these Rate Schedules shall be reduced by 1) the gas costs attributable to sales and delivery services calculated under Section C.1.d.ii. and 2) any revenues derived from these Rate Schedules that are credited pursuant to Rate Schedule PT-1, to determine the annual gross margin.

#### XX. QUARTERLY BILLING ADJUSTMENTS (continued)

For Firm Gas Sales Service Rate Schedules

#### E.2. Margin Sharing Adjustment (continued)

- c. Subtract from the annual gross margin the Rate Schedules 9 and 10 target margin of \$8,928,644. If the resulting amount is greater than zero, multiply the amount by 0.9 to determine the annual amount to be credited to Customers served under Firm Gas Sales Service.
- d. Divide the amount determined in c. above by the estimated volumes of gas to be sold during the nine month period beginning September; the resulting amount is the Annual Margin Sharing Component (AMSC) of the MSA for all sales of gas for a maximum of the 9 month billing period beginning September. If during the 9 months the AMSC account changes or forecasted to change from a negative to a positive balance the AMSC may be terminated before the end of the maximum period.

#### 2. Reconciliation Component

- a. The Annual Margin Sharing Reconciliation Component (AMSRC) is composed of a remainder account.
- b. After each AMSC has run for 9 months or less, the balance of that expired AMSC will be computed, and if any balance exists, positive or negative, it shall be placed into a remainder account. The balance of the remainder account will be applied to the MSA in a manner intended to achieve a zero balance in the remainder account.

#### 3. Total Margin Sharing Adjustment

The MSA will be adjusted annually effective beginning with the billing month of September each year and will be composed of an AMSC and an AMSRC.

#### F. QBF

After calculation of the PGC applicable to each rate schedule for the quarter, the ACA, , and the MSA applicable to each rate schedule for the 12 month period ending August each year as described in the preceding sections, total the PGC, ACA, and MSA applicable to each rate schedule to determine the quarterly billing factor for that schedule for the quarter.

#### XX. QUARTERLY BILLING ADJUSTMENTS (continued)

For Firm Gas Delivery Service Schedules (continued)

#### G. Projected Purchased Gas Costs - Computation

#### 1. Demand Component - Quarterly Demand Factor

The quarterly demand factor for Firm Gas Delivery Service Schedules for the applicable quarter equals the quarterly demand rate calculated in Section B.1.b.ii. There is therefore no demand component of the PGC for Firm Gas Delivery Service rate schedules.

#### 2. Capacity Component - Quarterly Capacity Factor

The quarterly capacity factor for Firm Gas Delivery Service Schedules for the applicable quarter equals the quarterly capacity rate calculated in Section B.2.b.ii. There is therefore no capacity component of the PGC for Firm Gas Delivery Service rate schedules.

#### 3. Projected Purchased Gas Cost - PGC

The PGC applicable to Firm Gas Delivery Service Schedules in each quarter shall include only a commodity component, equal to the quarterly commodity rate calculated under Section B.3.b.iii.

#### H. Actual Cost Adjustment

No ACA is applicable to the QBF for Firm Gas Delivery rate schedules.

#### I. Refund - Distribution of Refund

The refund calculated for each Firm Gas Delivery rate schedule Customer in Section D.1.a. shall be credited to that Customer beginning with VNG's first bill to that Customer during the applicable quarter.

#### J. Margin Sharing Adjustment

No MSA is applicable to the QBF for Firm Gas Delivery rate schedules.

#### XX. QUARTERLY BILLING ADJUSTMENTS (continued)

For Firm Gas Delivery Service Schedules (continued)

#### K. QBF

The quarterly billing factor for Firm Gas Delivery rate schedules includes only the PGC applicable to each rate schedule.

For Schedules Firm Gas Sales Services and Firm Gas Delivery Services

L. The QBF applicable to Firm NGV Service rate schedules shall equal the sum of: 1) the quarterly billing factor determined in Section K., 2) the demand gas cost component determined in Section A.3., and 3) the capacity gas cost component determined in Section A.4.

The System Charge QBF applicable to Firm NGV Delivery Service rate schedules shall equal the sum of the demand gas cost component determined in Section A.3. and the capacity gas cost component determined in Section A.4.

The Commodity Charge QBF applicable to Firm NGV Delivery Service rate schedules shall equal the PGC determined in Section G.3.

No ACA, or MSA components are applicable to the QBF for NGV Rate Schedules.

#### M. Filing With Commission

VNG shall file with the Commission the computation of all Quarterly Billing Adjustments described in this Section XX. Such Quarterly Billing Adjustments shall not go into effect until approved by the Commission Division of Public Utility Regulation. All details of purchases, sales, expenses, calculations and adjustments related to determination of such factors shall be furnished upon request of the Division. Upon approval, such Quarterly Billing Adjustments shall be included in the rates set forth on the Schedule of Rates and Charges, effective for the next quarter or other such times as may be appropriate, in lieu of the previously effective Quarterly Billing Adjustment.

#### XXI. NATURAL GAS PRIORITIES

#### A. Applicability

This Section XXI - Natural Gas Priorities is adopted in compliance with the State Corporation Commission's Final Order of May 1, 1991, in Case No. PUE900053, Ex Parte, In Re: Priorities for Available Gas Supplies, and the Commission's "Natural Gas Priorities and Rules" adopted in that Order ("Rules").

If gas supplies, including Customer-owned and Company-owned gas, are for any reason insufficient to meet the end-use needs of all the Company's Customers during a gas supply emergency, available gas supplies shall be allocated to meet the end-use needs of Customers in accordance with the Priorities for Service listed in C and in conformance with the Commission's Rules identified above.

#### B. Definitions

All terms used in this Section XXI - Natural Gas Priorities have the same meanings as those terms used in the Rules.

#### C. Priorities for Service

The Company, during any emergency, shall curtail gas deliveries to Customers by priority of end-use listed below beginning with the highest number priority and proceeding, as necessary, to Priority 1. Customers within a priority class that is subject to curtailment shall be curtailed to the extent practicable on an equal basis. If a Customer's end-uses of gas are classified under two or more priorities, the requirements for each end-use will be treated separately for curtailment purposes.

- Priority 1 Customer requirements for residential service, and requirements for human needs without alternate fuel capability (AFC).
- Priority 2 Customer requirements under 1500 Mcf per peak month without AFC.
- Priority 3 Customer requirements over 1500 Mcf per peak month without AFC.

(continued)

Filed 06-12-911

ACCEPTED FOR FILING

JUN 25 1991

MINISTUM OF ENERGY REGULATION THAT CORPORATION COMMISSION I

Superseding Filing Effective 10-27-84 This Filing Effective For Usage On And After 06-13-91

#### XXI. NATURAL GAS PRIORITIES (continued)

Priority 4 - Electric generation requirements for essential electric human needs that do not have available supplies of alternate fuels or alternate sources of electricity.

Priority 5 - Customer requirements for human needs with AFC.

Priority 6 - Requirements of Customers with AFC that do not come under any other priority.

Priority 7 - Requirements for boiler fuel.

#### D. Classification of End-Uses

Company shall classify each Customer's end-use(s) of gas and assign priorities for service under this section, and priorities for service shall be assigned without regard to the rate schedule under which each Customer receives service.

ACCEPTED FOR FILING

JUN 25 1991

STATE CORPORATION COMMISSION:

#### VIRGINIA NATURAL GAS, INC. RESIDENTIAL NATURAL GAS LINE EXTENSION AGREEMENT

| REGIDENTIAL TRATOGET  |  |
|---|--|
| DATE,   |  |
| THIS AGREEMENT, entered into                                      | by and between Virginia Natural Gas, Inc., hereinafter called      |
| hereinaffer called "Applicant," with<br>WHEREAS, Applicant is the | nesseth:<br>owner of certain property located at or being known as |
|   | . Vigihla,   |
| Identified as GPIN or Parcel No. and has made application for nat | ural gas to be supplied to said property by Company; and           |

WHEREAS, facilities of Company are not now available; and Company is willing to make its facilities available to Applicant, subject to its *Terms* and Conditions and Schedules for Supplying Gas as hereinafter referred to,

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties hereto bind themselves, their personal representatives, successors and assigns, as follows:

- (1) Company will install gas facilities to serve Applicant in accordance with Section XVIII, Gas Line Extensions, of Company's Terms and Conditions and Schedules for Supplying Gas, attached hereto, and made a part hereof. Company will install gas facilities, substantially as attached hereto, and made a part hereof. Company will install gas facilities, substantially as configured in Attachment A, to serve the total Gas Equipment and Appliances Indicated in Schedule A. The standard meter location is approximately three to five feet from the front building wall. Any deviation from this location must be approved in writing by Company, in its sole discretion and will only be considered by Company in the event of sile constraints. Any such approved deviation in or changes to Company's standard meter facilities or to its standard configuration or location requested by Applicant will be provided by Company and paid for by Applicant at Company's current material and labor rates.
- (2) Applicant will Install, commence using in a bona fide manner within 6 months after completion of the extension, and continue to so use for a period of five (5) years, the Gas Equipment and Applicances listed in Schedule A and on which Company has relied in calculating the Allowable Company Investment and the Required Applicant Contribution, if any, to be paid by Applicant to Company, all consistent with Company's Terms and Conditions and Schedules for Supplying Gas. If Applicant is a developer or builder, Applicant will install all of the Gas Equipment and Applicances with the number of dwellings incloated in Schedule A within five years of completion of the total project or shall pay Company accordingly. If Applicant is an individual residential applicant establishing new gas service or upgrading existing gas service (i.e. increasing volume or pressure of existing gas service), the Required Applicant Contribution set forth in Schedule A reflects any service line (up to 100 feet) that Applicant is eligible to receive without charge pursuant to Section XVIII, Gas Line Extensions, of Company's Terms and Conditions and Schedules for Supplying Gas.
- (3) A survey will be made by Company within one year after service is commenced to applicant or a subsequent Customer at a particular residential unit and in any event within five years after the date of completion of any main extension to determine the Gas Equipment and Applicant served by the extension.
- (4) If, based upon this determination, the Required Applicant Contribution as calculated according to Section XVIII, Gas Line Extensions is found to be greater than that originally calculated and set forth in Schedule A, Company will notify Applicant that an additional contribution is required, and such additional contribution will be paid promptly by Applicant.
- (5) The total payments required to be made by Applicant as contribution toward the installation of Company facilities will not exceed the Estimated Cost to Serve set forth in Schedule A, plus the associated tax effect, unless subsequent changes in facilities are requested by Applicant after the date of this Agreement.
- (6) Two or more parties may make a joint advance on the same gas line extension. In such cases the total free length thereof will be considered to be the sum of the individual

allowances that are applicable under Company's Terms and Conditions and Schedules for Supplying Gas. The amount to be advanced by the members of the group shall be apportioned among them in such manner as they shall mulually agree upon.

ACCEPTED FOR FILING

- (7) Legal and equitable title to all mains, service lines and appurtenances installed under this Agreement shall be and remain in Company, and company shall have the right, without consent of, or any refund to, Applicant, (a) to extend the gas main or connect additional gas mains to any part of it, and (b) to serve new additional regular customers at any time through service connections attached to such main or to extended or connected gas mains.
- (8) This Agreement is subject to all Terms and Conditions and Schedules for Supplying Gas of Company that are now or may hereafter be issued, approved, or otherwise made effective, by the Virginia State Corporation Commission, or by any other governmental body having jurisdiction with respect to Company, References herein to certain portions of such Terms and Conditions for Supplying Gas, as they now exist, shall not be construed as exclusive, and all other portions in effect from time to time shall apply as fully as though they had been specifically referred to herein. This Agreement and any attachments hereto, together with Company's Terms and Conditions and Schedules for Supplying Gas, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto. No modification, amendment, extension or waiver of or under this Agreement will be valid unless made in writing and signed by an authorized representative of the each party sought to be charged therewith.
- (9) Company may resclnd this offer if:
- a.) Applicant falls to execute this Agreement within 45 days of the date set forth above
- Applicant falls to make any payment required hereunder within 45 days of the date set forth above; or
- c.) Applicant provides Company with a written Notice to Proceed, as described in Paragraph 11 below, that specifies a date to proceed that is more than 120 days from the date set forth objects.
- (10) Applicant acknowledges that in executing this Agreement, Applicant has not relied upon any representation by Company relating to the estimated completion date of the gas extension covered by this Agreement.
- (11) Unless otherwise instructed by Applicant with a notice in writing of the date on which Applicant desires Company to proceed with the natural gas line extension contemplated by this Agreement ("Notice to Proceed"), Applicant agrees that Company may proceed with the natural gas line extension and installation of facilities in accordance with a schedule of work determined by Company in its sole discretion but without obligation to begin such work on any particular date, including the date in any Notice to Proceed.
- (12) Within 90 days after the date set forth above, the Applicant shall make or procure satisfactory conveyance to Company of all rights of way required by Section I of Company's Terms and Conditions and Schedules for Supplying Gas, and any other property rights that Company reasonably deems necessary or appropriate for the purpose of owning, constructing, operating, maintaining, repairing and replacing the gas facilities to be installed pursuant to this Agreement (together; the "Property Rights"). If Applicant is not the owner of the property Identified above in this Agreement or any other property subject to the Property Rights, then Applicant shall, at its sole cost and expense, obtain from the respective property owner(s) all necessary Property Rights in the name of and for the benefit of Company. Company shall not be required to commence installation of any facilities until it has received all necessary Property Rights in a form reasonably acceptable to Company.

VIRGINIA NATURAL GAS, INC.

This Filing Effective September 1, 2017 Superseding Filing Effective On and After October 1, 2011

## RESIDENTIAL NATURAL GAS LINE EXTENSION AGREEMENT

(continued)

Schedule A

A. Applicant Gas Equipment & Appliances
Appliance Use:
Gentral Heating
Water Heating
Gas Grill
Cooking
Clothes Drying
Gas Light
Gas Logs
Other

B. Estimated Cost to Serve
C. Réquired Applicant Contribution

| APPLICANT                  |   |  |   |
|----------------------------|---|--|---|
| вү                         | • |  |   |
| TITLE                      |   |  |   |
| DATE                       |   |  | • |
| VIRGINIA NATURAL GAS, INC. |   |  |   |
| вү                         |   |  |   |
| TITLE                      |   |  |   |
| DATE                       |   |  |   |

ACCEPTED FOR FILING
PUBLIC UTILITY REGULATION
STATE CORPORATION COMMISSION
FEBRUARY 26, 2018

#### VIRGINIA NATURAL GAS, INC. RESIDENTIAL NATURAL GAS LINE EXTENSION MULTI PARTY AGREEMENT

ACCEPTED FOR FILING
PUBLIC UTILITY REGULATION
STATE CORPORATION COMMISSION
811 No. \_\_\_\_\_\_FEBRUARY 26, 2018

| LINE EXTENSION | AGES No 811, No FEBRUARY 26, 2018 |  |
|----------------|-----------------------------------|--|
|                | LOCATION MAIL ADDRESS             |  |
|                |                                   |  |

| DATE  |  |
|---|--|
| THIS AGREEMENT, entered Into by and belw "Company," and                               | sen Virginia Natural Ges, Inc., hereinafter called |
| hereinafter called "Applicant," witnesselh:<br>WHEREAS, Applicant is the owner of cer | tain property localed at or being known a          |
| in the City/County of   |  |
| Identified as GPIN or Parcel No and has made application for natural gas to be        | supplied to said property by Company; and          |

WHEREAS, facilities of Company are not now available; and Company is willing to make its facilities available to Applicant, subject to its Terms and Conditions and Schedules for Supplying Gas as hereinafter referred to,

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties hereto bind themselves, their personal representatives, successors and assigns, as follows:

- (1) Company will Install gas facilities to serve Applicant in accordance with Section XVIII, Gas Line Extensions, of Company's Terms and Conditions and Schedules for Supplying Gas, attached hereto, and made a part hereof. Company will install gas facilities, substantially as configured in Attachment A, to serve the total Gas Equipment and Appliances indicated in Schedule A. The standard meter location is approximately three to five feet from the front building wall. Any deviation from this location must be approved in writing by Company, in its sole discretion and will only be considered by Company in the event of site constraints. Any such approved deviation in or changes to Company's standard meter facilities or to its standard configuration or location requested by Applicant will be provided by Company and paid for by Applicant at Company's current material and labor rates.
- (2) Applicant will Install, commence using in a bona fide manner within \_\_\_\_\_ months after completion of the extension, and continue to so use for a period of five (5) years, the Gas Equipment and Applicances listed in Schedule A and on which Company has relied in calculating the Allowable Company investment and the Required Applicant Contribution, if any, to be paid by Applicant to Company, all consistent with Company's Terms and Conditions and Schedules for Supplying Gas, if Applicant is a developer or builder, Applicant will install all of the Gas Equipment and Applicant is a developer or builder, Applicant will install all of the Gas Equipment and Applicant is with the number of dwellings indicated in Schedule A within five years of completion of the total project or shall pay Company accordingly. If Applicant is an individual residential applicant establishing new gas service or upgrading existing gas service (i.e. Increasing volume or pressure of existing gas service), the Required Applicant Contribution set forth in Schedule A reflects any service line (up to 100 feet) that Applicant is eligible to receive without charge pursuant to Section XVIII, Gas Line Extensions, of Company's Terms and Conditions and Schedules for Supplying Gas.
- (3) A survey will be made by Company within one year after service is commenced to applicant or a subsequent Customer at a particular residential unit and in any event within five years after the date of completion of any main extension to determine the Gas Equipment and Appliances in use at the development or premises of Applicant served by the extension.
- (4) If, based upon this determination, the Required Applicant Contribution as calculated according to Section XVIII, Gas Line Extensions is found to be greater than that originally calculated and set forth in Schedule A, Company will notify Applicant that an additional contribution is required, and such additional contribution will be paid promptly by Applicant.
- (5) The total payments required to be made by Applicant as contribution toward the installation of Company facilities will not exceed the Estimated Cost to Serve set forth in Schedule A, plus the associated tax effect, unless subsequent changes in facilities are requested by Applicant after the date of this Agreement.
- (6) Two or more parties may make a joint advance on the same gas line extension. In such cases the total free length thereof will be considered to be the sum of the individual

allowances that are applicable under Company's Terms and Condillons and Schedules for Supplying Gas. The amount to be advanced by the members of the group shall be apportioned among them in such manner as they shall mutually agree upon.

- (7) Legal and equitable title to all mains, service lines and appurtenances installed under this Agreement shall be and remain in Company, and company shall have the right, wilhout consent of, or any refund to, Applicant, (a) to extend the gas main or connect additional gas mains to any part of it, and (b) to serve new additional regular customers at any time through service connections attached to such main or to extended or connected gas mains.
- (8) This Agreement is subject to all Terms and Condillons and Schedules for Supplying Gas of Company that are now or may hereafter be issued, approved, or otherwise made effective, by the Virginia State Corporation Commission, or by any other governmental body having jurisdiction with respect to Company. References herein to certain portions of such Terms and Condillons for Supplying Gas, as they now exist, shall not be construed as exclusive, and all other portions in effect from time to time shall apply as fully as though they had been specifically referred to herein. This Agreement and any attachments hereto, together with Company's Terms and Condillons and Schedules for Supplying Gas, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto. No modification, amendment, extension or waiver of or under this Agreement will be valid unless made in writing and signed by an authorized representative of the each party sought to be charged therewith.
- (9) Company may resolnd this offer if:
- a.) Applicant falls to execute this Agreement within 45 days of the date set forth above
- Applicant falls to make any payment required hereunder within 45 days of the date set forth above; or
- c.) Applicant provides Company with a written Notice to Proceed, as described in Paragraph 11 below, that specifies a date to proceed that is more than 120 days from the date set forth above.
- (10) Applicant acknowledges that in executing this Agreement, Applicant has not relied upon any representation by Company relating to the estimated completion date of the gas extension covered by this Agreement.
- (11) Unless otherwise instructed by Applicant with a notice in writing of the date on which Applicant desires Company to proceed with the natural gas line extension contemplated by this Agreement ("Notice to Proceed"), Applicant agrees that Company may proceed with the natural gas line extension and installation of facilities in accordance with a schedule of work determined by Company in its sole disoretion but without obligation to begin such work on any particular date, including the date in any Notice to Proceed.
- (12) Within 90 days after the date set forth above, the Applicant shall make or procure satisfactory conveyance to Company of all rights of way required by Section I of Company's Terms and Conditions and Schedules for Supplying Cas, and any other property rights that Company reasonably deems necessary or appropriate for the purpose of owning, constructing, operating, maintaining, repairing and replacing the gas facilities to be installed pursuant to this Agreement (together, the "Property Rights"). If Applicant is not the owner of the property Identified above in this Agreement or any other property subject to the Property Rights, then Applicant shall, at its sole cost and expense, obtain from the respective property owner(s) all necessary Property Rights in the name of and for the benefit of Company. Company shall not be required to commence installation of any facilities until it has received all necessary Property Rights in a form reasonably acceptable to Company.
- (13) This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

VIRGINIA NATURAL GAS, INC.

This Filing Effective September 1, 2017

Superseding Filing Effective On and After October 1, 2011

# RESIDENTIAL NATURAL GAS LINE EXTENSION MULTI PARTY AGREEMENT

(continued)

Schedule A

| Sulfaction .                            |                |
|---|----------------|
| A. Applicant Gas Equipment & Appliances |                |
| Appliance Use:                          | # of Dwellings |
| Central Heating                         |                |
| Water Heating                           |                |
| Ģas Grill                               |                |
| Cooking                                 |                |
| Clothes Drying "                        |                |
| Gas Light                               |                |
| Gas Logs                                | Burd Conserva- |
| Other                                   |                |
| B. Estimated Cost to Serve              |                |
| C. Required Applicant Contribution      |                |
|   |                |

| PPLICANT           |                    |           |
|--------------------|--------------------|-----------|
| Y                  | see attached signa | lure page |
| TITLE              |                    | 119:11    |
| ATE                | *                  |           |
| IRGINIA NATURAL GA | S, INC;            |           |
| Υ                  |                    |           |
| TILE               |                    |           |
| ATE.               |                    | *         |

ACCEPTED FOR FILING PUBLIC UTILITY REGULATION STATE CORPORATION COMMISSION FEBRUARY 26, 2018

#### VIRGINIA NATURAL GAS, INC. NON-RESIDENTIAL NATURAL GAS LINE EXTENSION AGREEMENT

PUBLIC UTILITY REGULATION 911 No. AGES No. FEBRUARY 26, 2018 LOCATION MAIL ADDRESS

| DATE   |  |   |
|--|--|---|
| THIS AGREEMENT, entered I                                      | nto by and between Virginia Natural Gas  | s, inc.,  |
| hereinafter called "Company,"                                  | and  |   |
| hereinafter called "Applicant,"                                | witnesseth:  |   |
| WHEREAS, Applicant owns o                                      | r occupies as lessee, certain properly lo  | caled at  |
| in the City/County of  | Virginia   |   |
|  | or Parcel No.  |   |
| and has made application for                                   | natural gas to be supplied to said proper  | ty by Company; and  |
| WHEREAS, facilities of Com<br>facilities available to Applican | pany are not now available; and Com<br>, subject to its <i>Terms and Conditions ar</i> | pany is willing to make its<br>ad Schedules for Supplying |

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties hereto bind themselves, their personal representatives, successors and assigns, as follows:

- Company will install gas facilities to serve Applicant in accordance with Section XVIII, Gas Line Extensions, of Company's Terms and Conditions and Schedules for Supplying Gas, attached hereto, and made a part hereof. Company will install gas facilities, substantially as configured in Attachment A, including \_\_\_\_\_ gas me load indicated in Schedule A at a delivery pressure of \_ gas meter(s) to serve the total equipment facilities or their configuration requested by Applicant will be provided by Company and paid for by Applicant at Company's current material and labor rates.
- Applicant will Install, commence using in a bona fide manner within six months after the date of the completion of the extension, and continue to so use for a period of ten (10) years, those appliances and equipment indicated by Schedule A and on which Company has relied in calculating the Allowable Company Investment and the Required Applicant Contribution, if any, to be paid by applicant to Company, all consistent with Company's Terms and Conditions and Schedules for Supplying Gas. Company has calculated the Required Applicant Contribution in Schedule A on the assumption that Applicant will take service under the Rate Schedule Identified in Schedule A for the duration of such 10-year period. If Applicant elects to take service under a different Rate Schedule at any time during such 10-year period, then Company may recalculate the Required Applicant Contribution and require Customer to pay any additional contribution prior to taking service under such different Rate Schedule.
- Within one year after service is commenced to Applicant through Company facilities installed pursuant to this Agreement, Company will determine if the equipment and appliances listed in Schedule A are installed and operating as indicated on Schedule A.
- If, based on the above determination, the Required Applicant Contribution, calculated according to Section XVIII, Gas Line Extensions, is found to be greater than that originally calculated and set forth in Schedule A, Company will notify Applicant that an additional contribution is required, and such additional contribution will be paid promptly by Applicant. The total payments required to be made by Applicant as contribution toward the installation of Company facilities will not exceed the Estimated Cost to Serve set forth in Schedule A, plus the associated tax effect, unless subsequent changes in facilities are requested by Applicant after the date of this Agreement.
- No assignment of this Agreement by Applicant shall be effective unless prior written approval shall have been granted by Company.
- Two or more parties may make a joint advance contribution on the same gas the extension. in such cases the total free length thereof will be considered to be the sum of the individual allowances that are applicable under Company's Terms and Conditions and Schedules for

Supplying Gas. The amount to be advanced by the members of the group shall be apportioned among them in such manner as they shall mulually agree upon.

ACCEPTED FOR FILING

- Legal and equitable title to all mains, service lines and appurtenances installed under this Agreement shall be and remain in Company, and Company shall have the right, without the consent of, or any refund to, Applicant, (a) to extend the gas main or connect additional gas mains to any part of II, and (b) to serve new additional regular customers at any time through service connection attached to such main or to extend or connected gas mains.
- This Agreement is subject to all Terms and Conditions and Schedules for Supplying Gas of Company that are now or may hereafter be issued, approved, or otherwise made effective, by the Virginia State Corporation Commission, or by any other governmental body having Jurisdiction with respect to Company, References herein to cartain portions of such Terms and Conditions and Schedules for Supplying Gas, as they now exist, shall not be construed as exclusive, and all other portions in effect from time to time shall apply as fully as though they had been specifically referred to herein. This Agreement and any attachments hereto, together with Company's Terms and Conditions and Schedules for Supplying Gas, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto. No modification, amendment, extension or walver of or under this Agreement will be valid unless made in writing and signed by an authorized representative of the each party sought to be charged therewith.
- Company may rescind this offer if:
- either party fails to execute this Agreement within 45 days of the date set forth above;
- Applicant falls to make any payment required hereunder within 120 days of the date set forth above, or
- Applicant provides Company with a written Notice to Proceed, as described in Paragraph 11 below, that specifies a date to proceed that is more than 45 days from the date set forth
- Applicant acknowledges that in executing this Agreement, Applicant has not relied upon any representations by Company relating to the estimated completion date of the gas extension covered by this Agreement.
- (11) Unless otherwise instructed by Applicant with a notice in writing of the date on which Applicant desires Company to proceed with the natural gas line extension contemplated by this Agreement ("Notice to Proceed"), Applicant agrees that Company may proceed with the natural gas line extension and installation of facilities in accordance with a schedule of work determined by Company in its sole discretion but without obligation to begin such work on any particular date, including the date in any Notice to Proceed.
- (12) Within 90 days after the date set forth above, the Applicant shall make or procure satisfactory conveyance to Company of all rights of way required by Section 1 of Company's Terms and Conditions and Schedules for Supplying Gas, and any other property rights that Company reasonably deems necessary or appropriate for the purpose of owning, constructing, operating, maintaining, repairing and replacing the gas facilities to be installed pursuant to this Agreement (together, the "Property Rights"). If Applicant is not the owner of the property identified above in this Agreement or any other property subject to the Property Rights, then Applicant shall, at its sole cost and expense, oblain from the respective property owner(s) all necessary Property Rights in the name of and for the benefit of Company. Company shall not be required to commence installation of any facilities until it has received all necessary Property Rights in a form reasonably acceptable to Company.

#### VIRGINIA NATURAL GAS, INC. NON-RESIDENTIAL NATURAL GAS LINE EXTENSION AGREEMENT (Continued)

ACCEPTED FOR FILING PUBLIC UTILITY REGULATION STATE CORPORATION COMMISSION .FEBRUARY 26, 2018

#### Schedule A

| A. App      | licant Gas Equipment & Appliances |             |
|-------------|-----------------------------------|-------------|
| Use<br>Code | Gas Equipment                     | Therms/Hour |
| CHF         | Heater/Furnace****                |             |
| CFP         | Food Processing                   |             |
|             |                                   |             |
|             |                                   |             |
|             |                                   |             |
|             |                                   |             |
|             |                                   |             |
|             | mated Cost to Serve               |             |
| C. Req      | ulred Applicant Contribution      |             |
| D. Rate     | Schedule [_]                      |             |

IN WITNESS WHEREOF, the parties herelo have executed this Agreement on the day and year first above written, each intending to be legally bound hereby.

| APPLICANT .   |           | •    |   |   |   |
|---------------|-----------|------|---|---|---|
|               |           |      |   | , |   |
| BY .          |           |      |   |   |   |
| TITLE         |           | •    |   |   |   |
| DATE          |           | •    | 4 |   |   |
| VIRGINIA NATU | JRAL GAS, | INC. |   |   |   |
| BY .          |           |      |   |   |   |
| TITLE -       |           |      |   |   | 1 |
| DATE          |           |      |   |   |   |

## AGREEMENT FOR THE PURCHASE OF GAS VIRGINIA NATURAL GAS

| THIS   | S AGREEMENT is made this _<br>TURAL GAS, INC. hereinafter   | day of  | 20  | , by and between   |
|--|---|---|---|--|
| VIRGINIA NA  | TORAL GAB, INC. Incomment   |   | ,   |  |
|  |   |   |   |  |
| nereinafter call   | ed the "Customer";  |   |   |  |
| WIT  | NESSETH: That in considerati<br>parties hereto contract and agree   | on of the mutual cov<br>with each other as fo   | enants and a                              | agreements herein<br>ely:  |
|  |   |   |   |  |
| 1.   | VNG will furnish to the Custor the Customer upon the premise  | omer, and the Custor<br>es located at   | ner will pur                              | chase from VNG,  |
| Bas rodanoa o  |   |   |   |  |
| This ga  | as is to be used in the operation o   | of  |   | ·  |
| commencement party gives the hereunder throcommence to feet/hour not lead to the commence to t | term of this agreement shall to the initial billing period he other ninety (90) days' prior wough new service facilities, the pught and to receive gas to set ater than the of er is unable to receive gas on the | ereunder and shall or<br>ritten notice of termin<br>parties hereto shall marve a connected load<br>20 , but in the even | continue the nation. If garake every reof | reafter until either s is to be furnished easonable effort to cubic is unable to deliver |
| 2.<br>metered and, v   | The characteristics of gas su<br>where applicable, other special p  | applied hereunder, the<br>provisions are as follo   | e pressure a                              | at which it will be  |
| 3.   | The sheets attached hereto are  | e made a part hereof  | and are desi                              | gnated as follows:   |
|  |   | (continued)   |   |  |
|  |   |   |   |  |

### AGREEMENT FOR THE PURCHASE OF GAS VIRGINIA NATURAL GAS

(Continued)

| 4.                | In the event  | VNG is unable   | to secure and/or maintain adequate rights, permi | its, |
|-------------------|---------------|-----------------|--|------|
| franchises and ot | her necessary | authorizations, | , VNG shall not be obligated to render service.  |      |

- 5. All gas furnished under this agreement shall be subject to all applicable terms and conditions of service on file with the State Corporation Commission of Virginia from time to time. The provisions of this agreement, all rate schedules, and the terms and conditions of service are subject to modification at any time in the manner prescribed by law, and when so modified, shall supersede the provisions hereof and of the rate schedules, if any, annexed hereto.
- 6. This agreement may not be assigned by Customer without the prior written consent of VNG.
- 7. This agreement cancels and supersedes as of the effective date hereof any previous agreements for the purchase of gas with the Customer at this location for the use of gas as covered by this agreement (but, for the avoidance of doubt, does not cancel or supersede any Natural Gas Line Extension Agreement with the Customer). Any claim or claims which either party hereto may have or assert in any manner arising out of the supplying of gas heretofore at this location shall be adjusted by the parties hereto without respect to this contract, and any and all rights which either party may have, to make and enforce any claim, is hereby reserved for the benefit of such party.
- 8. This agreement shall be binding upon VNG only when accepted by its duly authorized agent and shall not be modified by any promise, agreement or representation of any agent or employee of VNG unless incorporated in writing in this agreement before such acceptance.

# AGREEMENT FOR THE PURCHASE OF GAS VIRGINIA NATURAL GAS (Continued)

| CUSTOMER'S NAME  |  |    |
|------------------|--|----|
| Ву               | Title                                  |    |
| VIRGINIA NATURAL |  |    |
| Ву               | Title                                  |    |
| Mail bill to     | Type or Print Names Under All Signatur | es |
|                  |  |    |
|                  |  |    |

The initial billing period hereunder shall commence on:

# AGREEMENT FOR OPTIONAL GAS SUPPLY SERVICE

| THIS AGREEMENT is made and entered into thisday of, 20_, by and between Virginia Natural Gas, Inc., a Virginia corporation, hereinafter called "Seller," and, hereinafter called "Buyer":   |
|---|
| WITNESSETH: That in consideration of the mutual covenants herein contained, the   |
| parties hereto agree as follows:  |
| 1. <u>General Terms and Conditions</u> . This Agreement in all respects shall be subject to the applicable provisions of Schedule 10 of Seller's Gas Tariff and of the pertinent Terms and Conditions and Schedules for Supplying Gas ("General Terms and Conditions") attached thereto filed with the State Corporation Commission of Virginia which are by reference made a part hereof.          |
| 2. Optional Supply Service. Seller shall use its best efforts to deliver to Buyer in a timely manner gas pursuant to Seller's Schedule 10 subject to applicable General Terms and Conditions listed above.  |
| 3. <u>Rate Schedules</u> . Service provided hereunder shall be paid for under Schedule 10 of Seller's Gas Tariff and in accordance applicable General Terms and Conditions on file with the State Corporation Commission of Virginia or any effective superseding schedules.  |
| 4. <u>Characteristics of Gas Supplied</u> . The characteristics of gas supplied hereunder, the pressure at which it will be metered and, where applicable, other special conditions will be the same as those applicable to the gas service normally furnished the Buyer.   |
| 5. <u>Delivery Point</u> . The Seller shall supply gas under this agreement, through an existing delivery point, to the Buyer upon the premises situated at   |
| 6. Term. This agreement shall become effective on, and shall continue until either party gives the other ninety (90) days' prior written notice of termination.   |
| 7. Acceptance of Service Agreement. This agreement shall be binding upon the Seller only when accepted by its duly authorized agent and shall not be modified by any promise agreement or representation of any agent or employee of the Seller unless incorporated in writing in this agreement before such acceptance. The parties have hereto have accordingly and duly executed this Agreement. |

# AGREEMENT FOR OPTIONAL GAS SUPPLY SERVICE (Continued)

| RI | TV  | DE  | IC | N  | A. | M   | D  |
|----|-----|-----|----|----|----|-----|----|
| n  | 1 T | г.г |    | IN | H  | IVI | г. |

| Ву                         | , Title |
|----------------------------|---------|
|                            |         |
|                            |         |
|                            |         |
| VIRGINIA NATURAL GAS, INC. |         |
|                            |         |
| n                          | Title   |

Virginia Natural Gas

# ACCEPTED FOR FILING PUBLIC UTILITY REGULATION STATE CORPORATION COMMISSION FEBRUARY 26, 2018 VIRGINIA NATURAL GAS, INC.

| This A          | greement is            | made this   |  | _day of   | 20  | _for                                |
|-----------------|------------------------|---|--|---|---|-------------------------------------|
| and b           | etween VII             | RGINIA NATURAL<br>hereinafter referred to   | GAS, INC., hereinaft as Customer";   | er referred to  | as "VNG",   | and                                 |
| WITN<br>the par | ESSETH: '              | That in consideration contact and agree with  | of the mutual covenants a each other as follows:   | and agreements  | herein conta  | ined,                               |
| 1.              | VNG will<br>by the Cus | deliver to the Custome<br>stomer upon the premis  | er, and the Customer wil<br>ses located at   | l receive from  | VNG, gas req<br>—   | uired                               |
|                 | This gas is            | s to be used in the oper  | ration of  |   | 1   |                                     |
| 2.              | are agreed             | sell gas to, or transport<br>upon by the parties.   | rt gas for, Customer in s<br>VNG will provide such   | uch volumes ar<br>service pursuar   | nd at such time<br>at to the provi  | es as<br>sions                      |
| 3.              | commence<br>continue t | ement of the initial bithereafter until either on. If gas is to be furnial make reasonable ef load of                   | all be for an initial per-<br>lling period as determing<br>party gives the other naished hereunder through<br>fort to commence to del<br>cubic feet/hour no  | ned by VNG he<br>inety (90) days<br>new service fa<br>liver and to rec  | ereunder and<br>s written noti<br>acilities, the p<br>eive gas to se                              | shall<br>ice of<br>arties<br>erve a |
|                 | •                      | _,20  |  |   |   |                                     |
| 4.              | The chara              | cteristics of service un  | der this schedule shall b  | e as follows:   |   |                                     |
|                 | a.<br>b.               | Any volume of gas to the volume received reduced by the retain all respects as havin Rate Schedule taken by Customer at | e will be approximately taken by Customer during the WNG for transportage in the applicable range been purchased by Common and the subtraction of the work of the customer under the will be subtracted to the will be subtracte | ng any billing j<br>tation and deli<br>te schedule, sho<br>ustomer from V<br>sted from any su<br>eceived by VNO | period in exc<br>very to Cust<br>all be conside<br>VNG under V<br>uch excess vo<br>G for transpor | comer,<br>red in<br>NG's<br>lumes   |
|                 |                        |   | (continued)  |   |   |                                     |

# AGREEMENT FOR THE SALE OR TRANSPORTATION OF GAS VIRGINIA NATURAL GAS, INC.

## (continued)

|  | ttached hereto are made a part hereof and are designated a   |  |
|--|--|--|
| The state of the s |  |  |
| 6. In the ever   | ent VNG is unable to secure and/or maintain adequate other necessary authorizations, VNG shall not be ob   | e rights, permits,<br>ligated to render  |
| service.   |  |  |
| conditions of provisions of  | enished under this Agreement shall be subject to all apprentice on file with the State Corporation Commission the Agreement, all rate schedules and the terms and continuous modification at any time in the manner prescribed by supersede the provisions hereof and of the rate schedules.   | ditions of services<br>law, and when so  |
| hereto.  |  |  |
| 8, This Agree  | ement shall inure to the benefit of and be binding upon the  | e heirs, successors,                     |
| or assigns of  | each of the parties hereto.  |  |
| 9. This Agreements for   | sement cancels and supersedes as of the effective date her the sale or transportation of gas with the Customer for the sale or transportation of gas with the Customer for the sale or transportation of gas with the Customer for the sale or transportation of doubt, y Natural Gas Line Extension Agreement with the Customer for the sale or transportation of gas with the Customer for the sale or transportation of gas with the Customer for the sale or transportation of gas with the Customer for the sale or transportation of gas with the Customer for the sale or transportation of gas with the Customer for the sale or transportation of gas with the Customer for the sale of the s | does not cancel or<br>ner). Any claim or |

and inforce any claim, is hereby reserved for the benefit of such party. 10. VNG shall render Customer monthly billing statements. The quantity of gas delivered to VNG hereunder by or for Customer shall be determined from the monthly billing records of VNG's pipeline supplier(s). Customer shall make all necessary arrangements to have billing information provided to VNG in a timely manner.

claims which either party hereto may have or assert in any manner arising out of the supplying of gas heretofore at this location shall be adjusted by the parties hereto without reference to this Agreement, and any and all rights which either party may have to make

# ACCEPTED FOR FILING PUBLIC UTILITY REGULATION STATE CORPORATION COMMISSION AGREEMENT FOR THE SALE OR TRANSPORTATION OF GAS VIRGINIA NATURAL GAS, INC.

(continued)

|                  | tomonnaction h | etween VNG and           | in eastern Virginia, at<br>its pipeline supplier( | s): |
|------------------|----------------|--------------------------|---|-----|
| ng bounds) of it | rerecting c    | OCCUPANT ATTO ME         | to brhavere auttain                               |     |
|                  |                |                          |   |     |
|                  |                | The second second second |   |     |
|                  |                |                          |   |     |

- 12. Customer warrants that it will have good title to all gas delivered to VNG for transportation hereunder; that such gas will be free and clear of all liens, encumbrances, and claims whatsoever; that all volumes provided for transportation hereunder shall be of quality acceptable in the gas pipeline industry as to heating value and other physical specifications; and Customer will, to the fullest extent permitted by law, indemnify VNG and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any and all persons to said gas. If any term of this Agreement is held to be illegal, invalid or unenforceable under any present or future law or by any governmental agency, such term shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof.
- 13. This Agreement shall be binding upon VNG only when accepted by its duly authorized representative and shall not be modified by any promise, agreement, or representation of any agent or employee of VNG unless in writing and executed by duly authorized representatives of Customer and VNG.

Virginia Natural Gas

# ACCEPTED FOR FILING PUBLIC UTILITY REGULATION AGREEMENT FOR THE SALE OR TRANSPORTATION OF GAS FEBRUARY 26, 2018 VIRGINIA NATURAL GAS, INC.

| Ву               | Title                                    |
|------------------|--|
| Jy <u>:</u>      |  |
| Ву               | Title                                    |
|                  |  |
| Accepted by VNG: |  |
| Ву:              | Title                                    |
|                  |  |
|                  | Type or Print Names Under All Signatures |
| Mail bill to     | Type or Print Names Under All Signatures |
| Mail bill to     |  |

Virginia Natural Gas

### AGREEMENT FOR THE TRANSPORTATION OF GAS

**VIRGINIA NATURAL GAS, INC.** 

PUBLIC UTILITY REGULATION
STATE CORPORATION COMMISSION

JULY 23 2024

|       | agreement is made thisday of, 20 for   |
|-------|--|
| and b | etween VIRGINIA NATURAL GAS, INC., hereinafter referred to as "VNG", and   |
|       | , hereinafter referred to as Customer":  |
|       | ESSETH: That in consideration of the mutual covenants and agreements herein contained, rties hereto contract and agree with each other as follows:   |
| 1.    | VNG will deliver to the Customer, and the Customer will receive from VNG, gas required by the Customer upon the premises located at  |
|       | This gas is to be used at the Customer premises.   |
| 2.    | VNG will transport gas for Customer in such volumes and at such times as are agreed upon by the parties. VNG will provide such service pursuant to the provisions of Schedule Eighteen.  |
| 3.    | The term of this agreement shall be for an initial period ending years after the commencement of the initial billing period as determined by VNG hereunder and shall continue thereafter until either party gives the other ninety (90) days written notice of termination.  |
| 4.    | The characteristics of service under this schedule shall be as follows:  |
|       | <ul> <li>a. The delivery pressure will be approximately</li> <li>b. The Minimum Daily Firm Service volume will be</li> <li>c. Customer shall be charged:  <ul> <li>i. the Customer Charge as provided in Rate Schedule 6</li> <li>ii. the Delivery Charge for the Minimum Daily Firm Service volume, as provided in Rate Schedule 6; and</li> <li>iii. Consumption in excess of the Minimum Daily Firm Service volume as provided in Rate Schedule 9</li> </ul> </li> <li>d. The Volume of Gas Delivered for the Customer shall be calculated as provided in Rate Schedule 18.</li> <li>e. The Monthly Minimum Charge, for a period of [] years, shall be</li> </ul> |
|       | (continued)  |

# AGREEMENT FOR THE TRANSPORTATION OF GAS VIRGINIA NATURAL GAS, INC.

PUBLIC UTILITY REGULATION
STATE CORPORATION COMMISSION
JULY 23 2024

(continued)

| 5. | [The sh | neets attached hereto are made a part hereof and are designated as follows: |   |
|----|---------|---|---|
|    | a.      |   |   |
|    | b.      |   | 1 |
|    |         |   | _ |

- 6. In the event VNG is unable to secure and/or maintain adequate rights, permits, franchises and other necessary authorizations, VNG shall not be obligated to render service and Customer shall not pay the charges provided in Paragraph 4c
- 7. All gas furnished under this Agreement shall be subject to all applicable terms and conditions of service on file with the State Corporation Commission of Virginia. The provisions of the Agreement, all rate schedules and the terms and conditions of services are subject to modification at any time in the manner prescribed by law, and when so modified shall supersede the provisions hereof and of the rate schedules, if any, annexed hereto.
- 8. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, or assigns of each of the parties hereto.
- 9. This Agreement cancels and supersedes as of the effective date hereof any previous agreements for the sale or transportation of gas with the Customer for the use of gas at the location identified in this Agreement (but, for the avoidance of doubt, does not cancel or supersede any Natural Gas Line Extension Agreement with the Customer). Any claim or claims which either party hereto may have or assert in any manner arising out of the supplying of gas heretofore at this location shall be adjusted by the parties hereto without reference to this Agreement, and any and all rights which either party may have to make and enforce any claim, is hereby reserved for the benefit of such party.
- 10. VNG shall render Customer monthly billing statements. The quantity of gas delivered to VNG hereunder by or for Customer shall be determined from the monthly billing records of VNG's pipeline supplier(s). Customer shall make all necessary arrangements to have billing information provided to VNG in a timely manner.

Virginia Natural Gas

#### AGREEMENT FOR THE TRANSPORTATION OF GAS VIRGINIA NATURAL GAS, INC.

ACCEPTED FOR FILING PUBLIC UTILITY REGULATION STATE CORPORATION COMMISSION JULY 23 2024

(continued)

| II. Ine  | delivery | point(s) to | o the VNC  | i system si | nali be in e | astern Vii | ginia, at the | following |
|----------|----------|-------------|------------|-------------|--------------|------------|---------------|-----------|
| existing | point(s) | of interco  | nnection b | etween VI   | NG and its   | pipeline s | supplier(s):  |           |
|          |          |             |            |             |              |            |               |           |
| -        |          |             |            |             |              |            |               | •         |
| -        |          |             |            |             |              |            |               |           |
|          |          |             |            |             |              |            |               |           |

- 12. Customer warrants that it will have good title to all gas delivered to VNG for transportation hereunder; that such gas will be free and clear of all liens, encumbrances, and claims whatsoever; that all volumes provided for transportation hereunder shall be of quality acceptable in the gas pipeline industry as to heating value and other physical specifications; and Customer will, to the fullest extent permitted by law, indemnify VNG and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any and all persons to said gas If any term of this Agreement is held to be illegal, invalid or unenforceable under any present or future law or by any governmental agency, such term shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof.
- 13. This Agreement shall be binding upon the Parties only when accepted by its duly authorized representative and shall not be modified by any promise, agreement, or representation of any agent or employee of such Parties unless in writing and executed by duly authorized representatives of Customer and VNG.

Virginia Natural Gas

## AGREEMENT FOR THE TRANSPORTATION OF GAS

## **VIRGINIA NATURAL GAS, INC.**

PUBLIC UTILITY REGULATION
STATE CORPORATION COMMISSION
JULY 23 2024

| CUSTOMER N        | JAME:                                    |  |
|-------------------|--|--|
| By                | Title                                    |  |
| Name              | Date                                     |  |
| Agreed to byVin   | rginia Natural Gas, Inc:                 |  |
| By:               | Title                                    |  |
|                   |  |  |
| Name:             | Date:                                    |  |
| Mail bill 42      | Type or Print Names Under All Signatures |  |
| Mail bill to _    |  |  |
| The initial billi | ng period hereunder shall commence on    |  |

ACCEPTED FOR FILING PUBLIC UTILITY REGULATION STATE CORPORATION COMMISSION FEBRUARY 26, 2018

#### Rate Schedule 1A Addendum to Residential Natural Gas Line Extension Agreement

| This Rate Schedule 1A Addendum (this "Addendum") to the Residential Natural Gas Line Extension Agreement is entered into by and between Virginia Natural Gas, inc. ("Company") and  |
|---|
| WHEREAS, Company and Applicant entered into that certain Residential Natural Gas Line Extension Agreement, dated as of, 20 (the "Agreement");   |
| WHEREAS, Applicant has elected to take service under Rate Schedule 1A (Multi-Family Residential Service) of Company's Terms and Conditions and Schedules for Supplying Gas ("Rate Schedule 1A"), which rate schedule requires Company to make an Allowable Company Investment that is greater than that required under other rate schedules available to Applicant; and |
| WHEREAS, as a condition to Applicant receiving service under Rate Schedule 1A and Company making such greater Allowable Company Investment, Company requires that Applicant agree to the terms and such greater Allowable Company to these set forth in the Agreement.  |

conditions In this Addendum In addition to those set forth in the Agreement.

NOW THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the parties hereto bind themselves, their personal representatives, successors and assigns, as follows:

- 1. Rate Schedule Changes. Company has calculated the Required Applicant Contribution in Schedule A of the Agreement on the assumption that Applicant will take service under Rate Schedule 1A for a period of ten (10) years after completion of the extension (the "10-Year Period"). If Applicant elects to take service under a different rate schedule at any time during such 10-Year Period, then Company may recalculate the Required Applicant Contribution and require Customer to pay any additional contribution prior to taking service under such different rate schedule.
- 2. Sale of Property. Applicant represents to Company that as of the Addendum Effective Date Applicant is the fee simple owner of the real property identified in the Agreement on which the gas facilities will be installed (the "Property"). If, during the 10-Year Period, Applicant sells or otherwise transfers the Property to any person then at least ninety (90) days prior to such sale or transfer Applicant shall provide written notice thereof to Company and either:
  - pay to Company an amount equal to the portion of Allowable Company Investment set forth in Schedule A of the Agreement that Company has not recovered as of the date of such notice; or
  - b. obtain from the proposed purchaser of the Property a written agreement obligating such purchaser to assume all of Applicant's obligations under the Agreement and this Addendum and obtain VNG's consent to such assumption, which consent may be withheld or conditioned in VNG's sole and absolute discretion.
- Incorporation of Recitals. The above recitals are true and correct, are incorporated herein by this reference and are made a part of this Addendum.
- Attachment to Agreement. This Addendum is attached to, a part of, governed by and subject to the terms of the Agreement.

[Signage page follows]

ACCEPTED FOR FILING PUBLIC UTILITY REGULATION STATE CORPORATION COMMISSION FEBRUARY 26, 2018

IN WITNESS WHEREOF and In confirmation of their consent to the terms and conditions contained in this Addendum and intending to be legally bound hereby, Company and Applicant have executed this Addendum effective as of the Addendum Effective Date written above.

| AGREED AND ACCE      | GREED AND ACCEPTED: |  |
|----------------------|---------------------|--|
| Virginia Natural Gas | s, Inc. ("Company") |  |
| Ву:                  |                     |  |
| Name:                |                     |  |
| Title:               |                     |  |
| ·                    | ("Applicant")       |  |
| Ву:                  |                     |  |
| Name:                |                     |  |
| Title:               |                     |  |

#### RIDER A

#### RIDER FOR TEMPORARY GAS SERVICE

I. AVAILABILITY:

Temporary service is available to non-recurring customers desiring to use gas during any period of the year, qualifying under Schedule 1 or Schedule 2, subject to the Terms and Conditions given below.

II. TERMS AND CONDITIONS

The Customer is required to pay to the Company at the time of application for service a Temporary Service Charge which is the estimated cost (including all piping both on and off the Customer's premises), and including overhead cost, of furnishing and disconnecting the service.

III. TERM OF CONTRACT

The term of contract for service under this rider shall be open order.

ACCEPTED FOR SILING MAY 10 1989 DIVISION OF A CONTROL STATE CONTROL CONTROL

Filed 04-27-89

This Filing Effective For Usage On and After August 30, 1988
Superseding Filing Effective For Usage On and After August 30, 1988
SUBJECT TO REFUND

VA State Corporation Commission Public Utility Regulation October 29, 2025

## RIDER B WEATHER NORMALIZATION ADJUSTMENT RIDER

#### I. APPLICABILITY

This Rider is applicable to customers qualifying under Schedule 1, Schedule 1A, or Schedule 3.

#### II. COMPUTATION OF WEATHER NORMALIZATION FACTOR

- A. For the applicable customer class the WNA will be derived for each billing cycle in the following manner:
- 1. For each day of the billing cycle, 30-yr. normal degree days will be determined based on the most recent 30 years ending June. These daily values will be summed to determine the 30-yr. average degree days for the billing cycle. The actual degree days during that billing cycle will be determined and subtracted from the average degree days just calculated to determine the degree day deficiency or surplus.
- 2. Just prior to billing, VNG will determine the number of customers and volumes to be billed during that particular cycle.
- 3. The degree day difference (from II.A.1.) will be multiplied by the product of the UCD and the number of customers to be billed in that cycle (from II.A.2.) to compute the total volume deficiency or surplus from that billing cycle.
- 4. The volume difference (from II.A.3.) will be multiplied by the NGR to compute the total revenue deficiency or surplus from that billing cycle.
- 5. The Base Usage Factor will be multiplied by the total number of customers in that cycle (from II. A.2) to compute the total Base Usage for the cycle.
- 6. The total revenue difference (from II.A.4.) will be divided by the total billing cycle volumes (from II.A.2.) less the Total Base Usage (from II.A.5) to compute the WNA factor.
- B. For the applicable customer class the WNA will be applied during a billing cycle in the following manner:
  - WNA factor (from II.A.6.) will be multiplied by the individual customer's volume (from meter reading, etc.) less the Base Usage per customer to get the WNA applied to the individual customer's bill.

VA State Corporation Commission Public Utility Regulation October 29, 2025

## RIDER B WEATHER NORMALIZATION ADJUSTMENT RIDER

(Continued)

The formula for the WNA is as follows:

C. The formula for the WNA Factor calculation described in II.A. follows:

$$WNA \quad Factor = \frac{NGRx(NxUCDx(NDD - ADD))}{TOTAL \ CCF - TOTAL \ BASECCF}$$

Where:

NGR is the effective volumetric non-gas rate

UCD is the Usage per Customer per HDD derived from a regression analysis based on the three most recent six months WNA periods using cycle-specific data;

N is the number of monthly bills issued to customers during the billing cycle for the applicable rate schedule.

NDD is the summation of the normal Heating Degree Days for the billing cycle based on the most recent 30 years ending June.

ADD is the summation of the actual Heating Degree Days experienced by the Company during the billing cycle.

TOTAL CCF is the aggregate volumes to be billed for the billing cycle for the applicable rate schedule.

BASE CCF is the average base usage per customer determined by averaging the average use per customer for cycles with 0 heating degree days during the most recent three years ending in June.

TOTAL BASE CCF is the average base usage per customer determined by averaging the average use per customer for cycles with 0 heating degree days during the most recent three years ending in June multiplied by the number of customers billed for the billing cycle.

# RIDER B WEATHER NORMALIZATION ADJUSTMENT RIDER

(Continued)

Heating Degree Day is the difference between the average high and low temperature (average daily temperature) for the day and 65°F when the average daily temperature is less than the 65°F.

If a customer's bill is based on a consumption period significantly different from a full billing cycle, a WNA factor will be calculated separately for that customer.

#### III. BILLING

This Rider will be billed commencing with billing cycle ten (10) in November and continuing for a total of six (6) billing cycles for each customer.

#### IV. WNA COMPONENTS

The factors described below are the constants in the WNA calculation.

- 1. NGR the volumetric non-gas rate per Ccf
- 2. UCD the Ccf use per customer per degree day
- 3. BASE CCF -Base Usage the non-weather sensitive Ccf per customer

#### V. FILING WITH THE COMMISSION

For each rate class covered by this Rider, within 5 days after the end of each calendar month, the Company will file a table with the WNA factor, aggregate WNA surcharges or credits, aggregate volumes and corresponding degree day deficiencies or surpluses, for each billing cycle in the calendar month.

Within two (2) days of the billing of each billing cycle, the Company will provide the Commission staff with all factors charged during the cycle.

|  | UCD                  | NGR       | BASE CCF |
|--|----------------------|-----------|----------|
|  | Use Per Customer Per | Non-Gas   | Base Use |
| Rate Schedule                                  | Degree Day CCF       | Rate/CCF  | CCF      |
|  |                      |           |          |
| Schedule 1 –Residential Firm Gas Sales Service | 0.15202              | \$1.08226 | 8.8      |
| Schedule 1A – Residential Multifamily Firm     |                      |           |          |
| Gas Sales Service                              | 0.15202              | \$.97968  | 8.8      |
|  |                      |           |          |
| Schedule 3 –Residential Firm Gas Sales Service | 0.15202              | \$1.08226 | 8.8      |

# RIDER C WEATHER NORMALIZATION ADJUSTMENT RIDER FOR GENERAL SERVICE CUSTOMERS

#### **APPLICABILITY**

This Rider is applicable to customers receiving service under Rate Schedule 2 – General Firm Gas Sales Service and Rate Schedule 4 – General Air Conditioning Firm Gas Sales Service.

#### **TERMINOLOGY**

WNA – weather normalization adjustment, a surcharge or credit to a customer's bill based on deviations in actual degree days from normal degree days.

WNA Period – the six month period beginning with bill cycle 10 in November of each year.

*Degree Day* – the average daily temperature subtracted from a reference temperature of 65 degrees, the value of which shall be zero or greater.

Normal Degree Days – the average of degree days over a thirty-year period for a designated unit of time.

Base Use – the average daily consumption of a customer in CCF (hundred cubic feet), if any, during designated summer months.

Net Winter Use – the monthly consumption of a customer in CCF during the WNA Period minus the product of the customer's Base Use times the number of billing days in the months to which the WNA applies.

Non-Gas Rate – Tier B- a billing rate per CCF equal to \$.61271 Non-Gas Rate – Tier C- a billing rate per CCF equal to \$.47801

#### COMPUTATION OF THE WEATHER NORMALIZATION ADJUSTMENT

For the applicable rate schedule the weather normalization adjustment will be derived for each billing cycle in the following manner:

For each day of the billing cycle, 30-year normal degree days will be determined based on the most recent 30 years ending June. These daily values will be summed to determine the 30-year

# RIDER C WEATHER NORAMALIZATION ADJUSTMENT RIDER FOR GENERAL SERVICE CUSTOMERS

(Continued)

average degree days for the billing cycle (normal degree days). The actual degree days during that billing cycle will be summed (actual degree days). The percentage deviation factor will then be computed by subtracting the value 1, from the results of dividing the average normal degree days just calculated by the actual heating degree days in the cycle.

For each customer who consumes natural gas during summer months, VNG shall compute the Base Use for the billing months of July, August and September just preceding the WNA Period. For summer-usage customers who lack a sufficient history during the current year to compute Base Use, VNG may substitute consumption data from the same billing months for the prior year if available for the same premise. Otherwise, the value of the Base Use for summer-usage customers for the current WNA period will be computed equal to 38% of the daily CCF consumption for the first billing month of the current WNA period.

For each customer, VNG shall compute a WNA as the product of three variables: 1) the customer's Net Winter Usage, times 2) the percent deviation of actual degree days to normal degree days, times 3) the applicable Non-Gas Rate.

If a customer's bill is based on a consumption period significantly different from a full billing cycle, a WNA factor will be calculated separately for that customer.

#### **Request for exemption**

Each customer receiving service under Rate Schedule 2 or Rate Schedule 4 shall participate in the Weather Normalization Adjustment ("WNA") to the extent of its weather sensitive usage. A customer served under Rate Schedule 2 or Rate Schedule 4 that believes that a substantial portion of its usage is not weather sensitive, may request a statistical analysis to determine if there is a reasonable and verifiable correlation between its Net Winter Usage and the concurrent Degree Days. In preparing the analysis, the Company will regress the customer's Net Winter Usage during the WNA period for the most recent three years with the actual degree days for the same period. If it is found that the customer's Net Winter Usage is not reasonably correlated with weather, the customer will be exempt for the application of Rider for a minimum of three years. If it is determined that the customer's Net Winter Usage is reasonably correlated with weather, this Rider will continue to apply to the customer. A customer who disputes the Company's findings may request an informal review by the Staff or a formal review by the Commission.

# RIDER C WEATHER NORMALIZATION ADJUSTMENT RIDER FOR GENERAL SERVICE CUSTOMERS

(Continued)

After three years, the Company may again analyze the customer's Net Winter Usage to determine if the nature of the customer's usage has changed and has become reasonably correlated with weather. If it is determined that the customer's Net Winter Usage is correlated with weather, the application of the WNA Rider will be reinstated. Such analysis may be initiated at the request of the customer or initiated by the Company without the customer's request. A customer that disputes the results of the Company's analysis, may request an informal review by the Staff or a formal review by the Commission.

#### **BILLING**

This Rider will be billed commencing with billing cycle ten (10) in November and continuing for a total of six (6) billing cycles for each customer.

#### FILING WITH THE COMMISSION

For the rate schedules covered by this Rider, within 5 days after the end of each calendar month, VNG will file a table with percent deviations in heating degree days.

#### RIDER D

#### **CARE Program Rider**

#### I. APPLICABILITY

The CARE Program Rider shall apply to all customers served under Rate Schedule 1 (Residential Firm Gas Sales Service).

#### II. TERMINOLOGY

- 1. Revenue Normalization Adjustment Factor (RNAF) = the factor applied to the applicable usage to compute the Revenue Normalization Adjustment.
- 2. Customer Count (CC) = the number of customers served during the month.
- 3. Monthly Normalized Use per Customer (MNUC) = the applicable month's normalized average per customer.

|           | Monthly        |
|-----------|----------------|
|           | Normalized Use |
|           | per Customer   |
| Month     | MNUC           |
|           | MCF            |
| January   | 10.67          |
| February  | 11.51          |
| March     | 8.75           |
| April     | 6.01           |
| May       | 2.82           |
| June      | 1.13           |
| July      | .77            |
| August    | .77            |
| September | .77            |
| October   | 1.27           |
| November  | 4.23           |
| December  | 8.11           |

4. Monthly Normalized Revenue per Customer (MNRC) = the applicable month's normalized non-gas average revenue per customer.

|           | Monthly         |  |
|-----------|-----------------|--|
|           | Normalized Non- |  |
|           | Gas Revenue Per |  |
|           | Customer        |  |
| Month     | MNRC            |  |
|           |                 |  |
| January   | \$115.48        |  |
| February  | \$124.57        |  |
| March     | \$94.70         |  |
| April     | \$65.04         |  |
| May       | \$30.52         |  |
| June      | \$12.23         |  |
| July      | \$8.33          |  |
| August    | \$8.33          |  |
| September | \$8.33          |  |
| October   | \$13.74         |  |
| November  | \$45.78         |  |
| December  | \$87.77         |  |

| Annual<br>Allowed |                      |
|-------------------|----------------------|
|                   |                      |
| Revenue Per       | <b>*</b> • • • • • • |
| Customer          | \$618.45             |

- 5. Monthly Normalized Revenues (MNR) = the applicable month's Monthly Normalized Revenue per Customer (MNRC) multiplied by the applicable month's Customer Count (CC).
- 6. Monthly Booked Revenues (MBR) = non-gas revenue for the month as recorded on the Company's books for the Rate Schedule to which the Revenue Normalization Adjustment (RNA) applies excluding the revenue resulting from the application of the RNA Factor.
- 7. Monthly Revenue Deficiency/ (Excess) = the applicable Monthly Normalized Revenue (MNR) less the applicable Monthly Booked Revenue (MBR).
- 8. Prior Month's True-Up (PMT) = the residual balance in the Revenue Deficiency/ (Excess) Tracking Account before the current month's Revenue Deficiency/ (Excess) is recorded.
- 9. Revenue Normalization Adjustment Volumes (RNAV) = current month's Customer Count (CC) multiplied by the Monthly Normalized Use per Customer

- (MNUC) for the second succeeding month following the month for which the Revenue Deficiency/ (Excess) is computed.
- 10. Allowed distribution revenue (ADR) = the average annual, weather-normalized, non-gas commodity revenue per customer for the Rate Schedule multiplied by the average number of customers served under the Rate Schedule during the year.
- 11. Monthly CARE Program Factor (MCPF) = Monthly Normalized Use Per Customer (MNUC) divided by the Annual Normalized Use Per customer
- 12. Annual CARE Program Budget (ACPB) = The annual budget for approved CARE Program.
- 13. Prior Year Program True-up (PTU) = The difference costs recovered through the CARE Program Cost Recovery Adjustment (CPCRA) and the Annual CARE Program Budget for the prior program year.
- 14. Annual CARE Program Cost (ACPC) = the Annual CARE Program Budget (ACPB) plus the Prior Year Program True-up (PTU)
- 15. Monthly CARE Program Cost (MCPC) = Monthly CARE Program Factor multiplied by the Annual CARE Program Cost (ACPC)
- 16. CARE Program Cost Recovery Adjustment (CPCRA) = Monthly CARE Program Cost (MCPC) divided by the Revenue Normalization Adjustment Volumes (RNAV)

#### III. COMPUTATION OF THE REVENUE NORMALIZATION ADJUSTMENT

Once the Company's books have been closed for the month, a calculation shall be made that determines the level by which the Monthly Normalized Revenues (MNR) differed from the Monthly Booked Revenues (MBR) by multiplying the Monthly Normalized Revenue per Customer (MNRC) by the Customer Count (CC) for the applicable month and subtracting the applicable Monthly Booked Revenues (MBR).

Monthly Revenue Deficiency/ (Excess) = 
$$[(MNRC)X(CC)] - MBR$$

The RNA Factor is computed by dividing the sum of the Monthly Revenue Deficiency/ (Excess) and Prior Month's True-Up (PMT) by the applicable RNA volumes (RNAV).

RNA Factor = 
$$\frac{Monthly \text{Re } venueDeficiency / (Excess) + PMT}{RNAV}$$

The RNA may not exceed \$.17 per Ccf in any one month.

The Company will accrue carrying costs for the RNA deferral account.

### IV. COMPUTATION OF THE CARE PROGRAM COST RECOVERY ADJUSTMENT

The Annual CARE Program Budget (ACPB) is added to the Prior Year Program True-up (PTU) to establish the Annual CARE Program Cost (ACPC). The PTU is the is the difference in the revenue collected for the prior year's CARE Program Cost Recovery Adjustment and the actual spend for CARE Programs in that year. The CARE Program year is June through May, and bill monthly billing follows the two month lag described in Section V of this rider. The ACPC is then allocated to each month based on the at month's proportionate share of the expected volume for the year to establish the Monthly CARE Program Cost (MCPC). The MCPC is then divided by the Revenue Normalization Adjustment Volume (RNAV) applicable to the billing month to establish the CARE Program Cost Recovery Adjustment (CPCRA) for that month. The Company will accrue carrying costs for the CPCRA deferral account.

#### V. BILLING

The RNA Factor as computed above shall be applied to usage beginning with the first bill cycle of the second succeeding month following the month for which the Revenue Deficiency/ (Excess) is computed. The applicable RNA and CPCRA are combined for billing purposes. The combined RNA and CPCRA may not exceed \$.17 per CCF in any month.

| RNA Factor Computed      | RNA Factor Effective   |
|--------------------------|------------------------|
| from the Revenue         | First Billing Cycle of |
| Deficiency/ (Excess) for |                        |
| the Month of             |                        |
| June                     | August                 |
| July                     | September              |
| August                   | October                |
| September                | November               |
| October                  | December               |
| November                 | January                |
| December                 | February               |
| January                  | March                  |
| February                 | April                  |
| March                    | May                    |
| April                    | June                   |
| May                      | July                   |

#### VI. TRACKING THE OPERATION AND IMPLEMENTATION OF THE RNA

The Company shall maintain a Revenue Deficiency/ (Excess) Tracking account for the applicable rate schedule to track the Revenue Deficiency/ (Excess) balance, and the revenue resulting from the application of the RNA Factor, and the remaining un-recovered or un-refunded Revenue Deficiency/ (Excess) balance.

Each month, the Company will debit the account for the Revenue Deficiency or credit the account for the Revenue Excess, as applicable. The Company shall also credit the account for revenue resulting from the application of a positive RNA Factor and debit the account for the application of a negative RNA Factor.

The balance remaining at the end of the month after the revenue from the application of the RNA Factor has been recorded, but before the Revenue Deficiency or Excess is recorded, shall be the Prior Month's True-Up (PMT) used in the computation of the RNA Factor as provided above.

At the end of each year, the average number of customers will be computed and multiplied by the Annual Allowed Normalized Revenue per Customer to determine the ADR. The MNRCs for each of the twelve months will be totaled and subtracted from the ADR to determine the annual true-up adjustment. If the adjustment is positive, it will be debited to the tracking account; it will be credited to the account if it is negative. The annual true-up adjustment will be included with the PMT in the computation of the RNA effective for August.

Schedule 23

#### Rider E SAVE Plan Rider

#### I. Applicability

Rider E shall apply to all customers served on Rate Schedules 1, 1-A, 1-B, 2-A, 2-B, 2-C, 3, 4, 5, 6, 7, 9, 11, 12, 13, 14, 15, and 16.

#### II. Establishment of Rider E

This rider is designed to recover all SAVE Act-eligible infrastructure replacement costs as defined in Va. Code § 56-603. The Company's SAVE Plan Rider and all rates are approved annually by the Virginia State Corporation Commission.

#### III. Rider E Rates

The table below shows the effective rates for each distribution service rate schedule for the billing months of January 2025 through December 2025. Rate Schedules 11 and 12 will be charged the Rate Schedule 2-B's Rider E rate if the customer annual consumption is less than 4,000 CCFs, or the Rate Schedule 2-C Rider E rate if the customer's annual consumption is greater than 4,000 CCF.

| Schedule 1     | \$1.25        |
|----------------|---------------|
| Schedule 1 – A | \$1.25        |
| Schedule 2 – A | \$0.58        |
| Schedule 2 – B | \$1.56        |
| Schedule 2 – C | \$8.67        |
| Schedule 3     | \$1.25        |
| Schedule 4     | \$20.54       |
| Schedule 5     | \$2.65        |
| Schedule 6     | \$152.59      |
| Schedule 7     | \$110.36      |
| Schedule 9     | \$142.92      |
| Schedule 11    | As Applicable |
| Schedule 12    | As Applicable |
| Schedule 13    | \$28.04       |
| Schedule 14    | \$28.04       |
| Schedule 15    | \$846.80      |
| Schedule 16    | \$142.92      |

# Schedule 1 RESIDENTIAL FIRM GAS SALES SERVICE

#### I. APPLICABILITY

This schedule is applicable to firm gas service to all individually metered single family residences within the area served with gas by Virginia Natural Gas.

#### II. RATE

The applicable Customer Charge and per Ccf rates set forth in the current Schedule of Rates and Charges.

#### III. METER READING

Meters may be read in units of 2 Ccf and bills rendered accordingly.

#### IV. QUARTERLY BILLING FACTOR

Section XX - Quarterly Billing Factor of the Terms and Conditions for Supplying Gas is applicable to all gas used under this schedule.

#### V. WEATHER NORMALIZATION, ADJUSTMENT

Rider B-Weather Normalization Adjustment of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### VI. REVENUE NORMALIZATION ADJUSTMENT RIDER

Rider D - Revenue Normalization Adjustment of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### VII. SAVE Plan Rider

Rider E – SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### VIII. TERM OF CONTRACT.

Open order.

#### Schedule 1A RESIDENTIAL MULTI-FAMILY FIRM GAS SALES SERVICE

#### I. APPLICABILITY

This schedule is optional firm gas service provided to multi-family residences housing on or after September 1, 2017. For the purposes of this rate schedule, multi-family housing shall mean five or more permanent resident dwelling units located within a building that is leased or rented by the same person. Each building will be served by an individual meter with no underground piping downstream of the meter

#### II, RATE

The applicable Customer Charge and per Ccf. rates set forth in the current Schedule of Rates and Charges.

#### III. METER READING

Meters may be read in units of 2 Cof and bills rendered accordingly

#### IV. QUARTERLYBILLINGFACTOR

Section XX - Quarterly Billing Factor of the Terms and Conditions for Supplying Gas is applicable to all gas used under this schedule.

#### V. WEATHER NORMALIZATION ADJUSTMENT

Rider B-Weather Normalization Adjustment of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### VI. SAVE Plan Rider

Rider E - SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### VII. TERM OF CONTRACT

VNG may require a contract for a minimum term or written guarantee from a Customer to justify the installations of facilities required to provide service to a Customer under this Rate Schedule.

## Schedule 2 GENERAL FIRM GAS SALES SERVICE

#### I, APPLICABILITY

This schedule is applicable to any customer desiring service hereunder, except those who qualify for service under Schedule 1, within the area served with gas by Virginia Natural Gas.

#### II, RATE

- A. Customers using natural gas for back-up power generation shall be charged the applicable Customer Charge and per Ccf rate set forth in the current Schedule of Rates and Charges.
- B. Customers with potential annual usage up to 4,000 Ccfs shall be charged the applicable Customer Charge and per Ccf rates set forth in the current Schedule of Rates and Charges.
- C. Customers with the potential annual usage in excess of 4,000 Cofs shall be charged the applicable Customer Charge and per Cof rates set forth in the current Schedule of Rates and Charges.

#### III. METER READING

A. Meters may be read in units of 2 Ccf and bills rendered accordingly.

#### IV. QUARTERLY BILLING FACTOR

Section XX - Quarterly Billing Factor of the Terms and Conditions for Supplying Gas is applicable to all gas used under this schedule.

# V. WEATHER NORMALIZATION ADJUSTMENT RIDER FOR GENERAL SERVICE CUSTOMERS

Rider C-Weather Normalization Adjustment of the Terms and Conditions for Supplying Gas is applicable to this schedule with the exception of those customers applicable to Section II.A. above.

# Schedule 2 GENERAL FIRM GAS SALES SERVICE (continued)

#### VI. SAVE Plan Rider

Rider E-SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### VII. TERM OF CONTRACT

Except as modified by Rider "A", the term of any contract for service under this schedule shall be open order except that VNG may require a minimum term of not less than one year for all connected loads (B.T.U. input rating) of 275,000 B.T.U. per hour or more.

# Schedule 3 RESIDENTIAL AIR CONDITIONING FIRM GAS SALES SERVICE CLOSED SCHEDULE

#### I. APPLICABILITY

This schedule is applicable for any use within the area served with gas by Virginia Natural Gas, at locations where service and line capacity are available, by any individually metered single family residences who has installed and regularly operates a gas-fired central air conditioning system serving the entire premises.

#### II. AVAILABILITY

Service under this schedule is available during the billing months of May through September of each year. No gas may be billed on this schedule during the periods excluded by the foregoing. Customers purchasing gas during other periods shall be billed in accordance with Schedule 1 - Residential Firm Gas Sales Service.

This schedule is not available to new customers on and after September 1, 2017.

#### III. RATE

The applicable Customer Charge and per Ccf rates set forth in the current Schedule of Rates and Charges.

#### IV. METER READING

A. Meters may be read in units of 2 Ccf and bills rendered accordingly.

#### V. QUARTERLY BILLING FACTOR

Section XX - Quarterly Billing Factor of the Terms and Conditions for Supplying Gas is applicable to all gas used under this schedule.

#### VI. WEATHER NORMALIZATION ADJUSTMENT

Rider B – Weather Normalization Adjustment of the Terms and Conditions for Supplying Gas is applicable to this schedule.

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# Schedule 3 RESIDENTIAL AIR CONDITIONING FIRM GAS SALES SERVICE CLOSED SCHEDULE

(continued)

VII. SAVE Plan Rider

Rider E – SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule

VIII. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.

# Schedule 4 GENERAL AIR CONDITIONING FIRM GAS SALES SERVICE CLOSED SCHEDULE

#### I. APPLICABILITY

This schedule is applicable for any use within the area served with gas by Virginia Natural Gas, at locations where service and line capacity are available, by any customer who has installed and regularly operates a gas-fired central air conditioning system serving the entire premises, except for those customers who quality for service under Schedule 3.

#### II. AVAILABILITY

Service under this schedule is available during the billing months of May through September of each year. No gas may be billed on this schedule during the periods excluded by the foregoing. Customers purchasing gas during other periods shall be billed in accordance with Schedule 2 - General Firm Gas Sales Service.

This schedule is not available to new customers on and after September 1, 2017.

#### III. RATE

The applicable Customer Charge and per Ccf rates set forth in the current Schedule of Rates and Charges.

#### IV. METER READING

Meters may be read in units of 2 Cof and bills rendered accordingly.

#### V. QUARTERLY BILLING FACTOR

Section XX - Quarterly Billing Factor of the Terms and Conditions for Supplying Gas is applicable to all gas used under this schedule.

#### VI. WEATHER NORMALIZATION ADJUSTMENT

Rider C - Weather Normalization Adjustment of the Terms and Conditions for Supplying Gas is applicable to this schedule.

# Schedule 4 GENERAL AIR CONDITIONING FIRM GAS SALES SERVICE (Continued) CLOSED SCHEDULE

#### VII. SAVE Plan Rider

Rider  $\mathrm{E}-\mathrm{SAVE}$  Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### VIII. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.

# Schedule 5 GAS LIGHT FIRM GAS SALES SERVICE

#### I. APPLICABILITY

This schedule is applicable within the areas served with gas by Virginia Natural Gas.

Gas supplied under this schedule is solely for use with a gas lighting installation and shall not be used for any other purpose.

#### II. NET FLAT CHARGE

The applicable charge set forth in the current Schedule of Rates and Charges.

#### III. QUARTERLY BILLING FACTOR

Section XX - Quarterly Billing Factor of the Terms and Conditions for Supplying Gas is applicable to 18 Ccf per port per month of gas used under this schedule.

#### IV. TERMS AND CONDITIONS

The gas lighting installation is to be furnished, maintained and operated by the Customer and will remain the property of the Customer. The type of equipment is subject to approval by VNG and the installation shall be in accordance with VNG's standards. The Customer will equip each fixture with an appliance-type, low-pressure gas regulator and a shut-off valve installed in such a manner that the shut-off valve is easily accessible for servicing the fixture.

VNG shall not be obligated to construct or own facilities beyond the property line of the Customer.

#### V. SAVE Plan Rider

Rider E-SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### VI. TERM OF CONTRACT

Open order.

ACCEPTED FOR FILING

JUL 1 9 2012

DIVISIÓN UF ENERGY REGULATION STATE CORPORATION COMMISSION

#### I. APPLICABILITY

This schedule shall be available to any firm customer with potential annual usage in excess of 12,000 Mcf with an annual load factor of 70% or higher located on VNG's distribution system for the sale or transportation of gas by VNG and delivery of same to Customer:

- A. To the extent VNG has adequate facilities available for transporting and delivering such volumes of gas.
- B. When VNG and Customer have executed a Service Agreement wherein VNG agrees to transport and deliver volumes of gas received for the Customer and to provide optional standby firm sales service as specified therein.
- C. When natural gas to be transported by VNG pursuant to this schedule shall be delivered into VNG's facilities by the Customer or others at a pressure equal to the pressure in VNG's system at the point of delivery.

#### II. CHARGES

- A. The applicable Customer Charge set forth in the current Schedule of Rates and Charges; plus,
- B. A Demand Charge per Ccf set forth in the current Schedule of Rates and Charges, multiplied by Customer's current Demand Volume as established in Section III. Determination of Demand Volume of this rate schedule; plus,
- C. Capacity Charge per Ccf set forth in the current Schedule of Rates and Charges, multiplied by Customer's current Capacity Volume as established in Section IV. Determination of Capacity Volume of this rate schedule; plus,

(Continued)

#### II. CHARGES (continued)

D. A Delivery Charge per Ccf of gas delivered hereunder set forth in the current Schedule of Rates and Charges, for all volumes delivered as established in Section V. Determination of Volume Delivered of this rate schedule; plus,

#### E. Commodity Charge

- 1. A daily imbalance volume shall be calculated equal to Customer's metered volume reduced by 97.9% of the volume received by VNG on behalf of Customer. For days on which Commodity service is available to VNG customers served under Rate Schedule 9, any positive imbalance shall be reduced by any prior negative imbalance and any subsequent net negative imbalance during the same billing month. For days on which Commodity service is not available to customers served under Rate Schedule 9, any positive imbalance in excess of Customer's Demand Volume shall be deemed an unauthorized overtake of gas.
- 2. Customer shall pay the Commodity Charge and the Delivery Charge set forth in the Schedule of Rates and Charges for any positive imbalance at the end of each billing month. In addition, Customer shall pay a penalty of \$30/Mcf plus 1.5 times the highest price of gas delivered to Transco Zone 5 North plus any pipeline and supplier penalties and charges incurred by VNG due to the overtake for any daily unauthorized overtake of gas.

#### III. DETERMINATION OF DEMAND VOLUME

- A. The Demand Volume for standby firm gas sales service shall be established in accordance with III.C or III.D or III.E below, effective with the first billing month following the date of execution of a service agreement for service under this rate schedule.
- B. Winter Months are January, February, March, November and December.

(Continued)

#### III. DETERMINATION OF DEMAND VOLUME (continued)

- C. The Demand Volume shall be the highest daily metered usage during the most recent five Winter Months.
- D. In the event that daily measurement records are not available, the Demand Volume shall be calculated as the highest monthly metered Ccf usage under VNG's rate schedules during the most recent five Winter Mouths, divided by a factor of 30.2, rounded to the nearest Ccf.
- E. In the event a customer has no usage under a firm rate schedule during the five most recent Winter Months, the Demand Volume shall be the highest estimated monthly metered Ccf usage during the most recent five Winter Months divided by a factor of 30.2, but in any event shall not be an amount Jess than the product of the estimated annual usage multiplied by a factor of 0.0028, rounded to the nearest Ccf.
- F. Customer may establish a Demand Volume applicable to standby firm gas sales service less than would be established pursuant to C., D. or E. above.
- G. If Customer desires only firm transportation service without standby firm gas sales service, Customer may establish a zero Demand Volume.
- H. If Customer selects either reduced Demand Volume pursuant to F. above or zero Demand Volume pursuant to F. above, VNG shall not be obligated to increase Customer's Demand Volume until twenty four mouths after the date of Customer's request for increased Demand Volume.

#### IV. DETERMINATION OF CAPACITY VOLUMES

A. The Capacity Volume shall be established in accordance with IV.C or IV.D below effective with the first billing month following the date of execution of a service agreement for service under this rate schedule.

# Schedule 6 HIGH LOAD FACTOR FIRM GAS DELIVERY SERVICE

(Continued)

B. Winter Months are January, February, March, November and December.

#### IV. DETERMINATION OF CAPACITY VOLUMES (continued)

- C. The Capacity Volume shall be calculated as the total metered Ccf usage under VNG's rate schedules during the most recent five Winter Months divided by a factor of 5, rounded to the nearest Ccf.
- D. In the event a customer has no usage under a firm rate schedule during the five most recent Winter Months, the Capacity Volume shall be the estimated average monthly metered Ccf usage during the most recent five Winter Months, but in any event shall not be an amount less than the product of the estimated annual usage multiplied by a factor of 0.0833.
- E. If Customer's Demand Volume for standby gas sales service has been established pursuant to Paragraph III.F., then the Capacity Volume for standby firm gas sales service shall be the product of the Capacity Volume calculated in accordance with IV.C. or IV.D. multiplied by the ratio of the reduced Demand Volume calculated in accordance with III.F. to the Demand Volume calculated pursuant to III.C, III.D. or III.E.
- F. If Customer's Demand Volume for standby gas sales service has been established as zero pursuant to III.G. above, then Customer's Capacity Volume for standby firm gas sales service shall be zero.

#### V. DETERMINATION OF VOLUME DELIVERED

The volume of gas that VNG shall be obligated to transport and deliver to Customer shall be 2.10% less than the volume received by VNG on behalf of Customer at VNG's point(s) of interconnection with pipeline suppliers to cover company use and unaccounted for gas.

(Continued)

#### VI. BALANCING OF TRANSPORTATION VOLUMES

- A. Customers will be responsible for managing and scheduling deliveries to VNG of transportation gas and shall make best efforts to maintain a zero transportation volume imbalance on a daily basis. If at the end of a billing period a transporting Customer's cumulative volume imbalance exceeds the lesser of 2 1/2 percent of the sum of Customer's most recent calendar year metered consumption or 100,000 MCF, Customer may be notified by VNG to correct within 30 days any volume imbalance in excess of 2 1/2 percent or 100,000 MCF. If the Customer does not have a history with 12 months metered consumption, VNG shall utilize estimated annual consumption in lieu thereof. In the event that after such 30 days the Customer has not corrected the excess volume imbalance, VNG may cease transporting gas for the Customer until the Customer's volume imbalance is eliminated. VNG shall not be obligated on any day to accept delivery of gas from, or on behalf of, Customer in excess of Customer's connected load.
- B. I. At the end of each billing period, each transportation Customer's cumulative volume imbalance will be calculated. The volume imbalance for the month and VNG's actual weighted average commodity cost of gas (WACCOG) value for such volume will be added to the weighted average inventory price in Customer's inventory account.
  - 2. If at the end of a billing period a transporting Customer has consumed volumes in excess of its transported volumes and Customer has a balance in its inventory account, the excess consumed volumes will be deemed to have come first from Customer's inventory account. Customer's weighted average inventory price of the volumes consumed will be subtracted from VNG's actual WACCOG for the month. The resulting difference in price will be multiplied by the volume withdrawn from the inventory account and posted to the Customer's Difference Account.

(Continued)

#### VI. BALANCING OF TRANSPORTATION VOLUMES (continued)

- Any balance in Customer's Difference Account at the end of each March calculated after the end of Customer's March billing period will be shown as a credit on Customer's April bill (if negative) or as a charge to Customer (if positive).
- C. Any volume imbalance, created by Customer during a period used by an upstream pipeline to determine a penalty assessed against VNG, shall be referred to as a penalty imbalance volume. Customer shall be subject to a penalty charge calculated by dividing Customer's penalty imbalance volume by the total system imbalance volume for the same period, and multiplying the quotient by the total dollar value of the penalty as assessed by the upstream pipeline.

#### VII. SCHEDULING

Pursuant to the established North American Energy Standards Board ("NAESB") nomination cycles, Customer shall provide VNG, via VNG's electronic bulletin board ("EBB") system, a schedule of daily volumes to be delivered to VNG by, or on behalf of, Customer at each applicable delivery point on VNG's system and a schedule of daily volumes, if any, to be delivered by VNG to Customer from its volume bank balance as well as the pipeline company and pipeline transportation contract identifiers under which gas deliveries will be made to VNG's distribution system. VNG may determine eligible receipt point(s) for an individual transportation customer based on the relationship between a given receipt point and the customer's meter location. VNG shall not be obligated to accept or make deliveries in excess of volumes shown on each Customer's EBB scheduled volumes.

#### VIII. SAVE Plan Rider

Rider E – SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### IX. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.

## Schedule 7 GENERAL FIRM GAS DELIVERY SERVICE

#### I. APPLICABILITY

This schedule shall be available to any firm customer with potential annual usage in excess of 2,000 Mcf located on VNG's distribution system for the sale and/or transportation of gas by VNG and delivery of same to Customer:

- A. To the extent VNG has adequate facilities available for transporting and delivering such volumes of gas.
- B. When VNG and Customer have executed a Service Agreement wherein VNG agrees to transport and deliver volumes of gas received for the Customer and to provide optional standby firm sales service as specified therein.
- C. When natural gas to be transported by VNG pursuant to this schedule shall be delivered into VNG's facilities by the Customer or others at a pressure equal to the pressure in VNG's system at the point of delivery.

#### II. CHARGES

- A. The applicable Customer Charge set forth in the current Schedule of Rates and Charges; plus,
- B. A Demand Charge per Ccf set forth in the current Schedule of Rates and Charges, multiplied by Customer's current Demand Volume as established in Section III. Determination of Demand Volume of this rate schedule; plus,
- C. Capacity Charge per Ccf set forth in the current Schedule of Rates and Charges, multiplied by Customer's current Capacity Volume as established in Section IV. Determination of Capacity Volume of this rate schedule; plus,

# Schedule 7 GENERAL FIRM GAS DELIVERY SERVICE

(Continued)

#### II. CHARGES (continued)

D. A Delivery Charge per Ccf of gas delivered hereunder set forth in the current Schedule of Rates and Charges, for all volumes delivered as established in Section V. Determination of Volume Delivered of this rate schedule; plus,

#### E. Commodity Charge

- 1. A daily imbalance volume shall be calculated equal to Customer's metered volume reduced by 97.9% of the volume received by VNG on behalf of Customer. For days on which Commodity service is available to VNG customers served under Rate Schedule 9, any positive imbalance shall be reduced by any prior negative imbalance and any subsequent net negative imbalance during the same billing month. For days on which Commodity service is not available to customers served under Rate Schedule9, any positive imbalance in excess of Customer's Demand Volume shall be deemed an unauthorized overtake of gas.
- 2. Customer shall pay the Commodity Charge and the Delivery Charge set forth in the Schedule of Rates and Charges for any positive imbalance at the end of each billing month. In addition, Customer shall pay a penalty of \$30/Mcf plus 1.5 times the highest price of gas delivered to Transco Zone 5 North plus any pipeline and supplier penalties and charges incurred by VNG due to the overtake for any daily unauthorized overtake of gas.

#### III. DETERMINATION OF DEMAND VOLUME

A. The Demand Volume for standby firm gas sales service shall be established in accordance with III.C or III.D or III.E below, effective with the first billing month following the date of execution of a service agreement for service under this rate schedule.

# Schedule 7 GENERAL FIRM GAS DELIVERY SERVICE

(Continued)

#### III. DETERMINATION OF DEMAND VOLUME (continued)

- B. Winter Months are January, February, March, November and December.
- C. The Demand Volume shall be the highest daily metered usage during the most recent five Winter Months.
- D. In the event that daily measurement records are not available, the Demand Volume shall be calculated as the highest monthly metered Ccf usage under VNG's rate schedules during the most recent five Winter Months, divided by a factor of 30.2, rounded to the nearest Ccf.
- E. In the event a customer has no usage under a firm rate schedule during the five most recent Winter Months, the Demand Volume shall be the highest estimated monthly metered Ccf usage during the most recent five Winter Months divided by a factor of 30.2, but in any event shall not be an amount less than the product of the estimated annual usage multiplied by a factor of 0.0028, rounded to the nearest Ccf.
- F. Customer may establish a Demand Volume applicable to standby firm gas sales service less than would be established pursuant to C., D. or E. above.
- G. If Customer desires only firm transportation service without standby firm gas sales service, Customer may establish a zero Demand Volume.
- H. If Customer selects either reduced Demand Volume pursuant to F. above or zero Demand Volume pursuant to G. above, VNG shall not be obligated to increase Customer's Demand Volume until twenty four months after the date of Customer's request for increased Demand Volume.

# Schedule 7 GENERAL FIRM GAS DELIVERY SERVICE

(Continued)

#### IV. DETERMINATION OF CAPACITY VOLUMES

- A. The Capacity Volume shall be established in accordance with IV.C or IV.D below effective with the first billing month following the date of execution of a service agreement for service under this rate schedule.
- B. Winter Months are January, February, March, November and December.
- C. The Capacity Volume shall be calculated as the total metered Ccf usage under VNG's rate schedules during the most recent five Winter Months divided by a factor of 5, rounded to the nearest Ccf.
- D. In the event a customer has no usage under a firm rate schedule during the five most recent Winter Months, the Capacity Volume shall be the estimated average monthly metered Ccf usage during the most recent five Winter Months, but in any event shall not be an amount less than the product of the estimated annual usage multiplied by a factor of 0.0833.
- E. If Customer's Demand Volume for standby gas sales service has been established pursuant to Paragraph III.F., then the Capacity Volume for standby firm gas sales service shall be the product of the Capacity Volume calculated in accordance with IV.C. or IV.D. multiplied by the ratio of the reduced Demand Volume calculated in accordance with III.F. to the Demand Volume calculated pursuant to III.C, III.D. or III.E.
- F. If Customer's Demand Volume for standby gas sales service has been established as zero pursuant to III.G. above, then Customer's Capacity Volume for standby firm gas sales service shall be zero.

#### V. DETERMINATION OF VOLUME DELIVERED

The volume of gas that VNG shall be obligated to transport and deliver to Customer shall be 2.10% less than the volume received by VNG on behalf of Customer at VNG's point(s) of interconnection with pipeline suppliers to cover company use and unaccounted for gas.

# Schedule 7 GENERAL FIRM GAS DELIVERY SERVICE

(Continued)

#### VI. BALANCING OF TRANSPORTATION VOLUMES

- A. Customers will be responsible for managing and scheduling deliveries to VNG of transportation gas and shall make best efforts to maintain a zero transportation volume imbalance on a daily basis. If at the end of a billing period a transporting Customer's cumulative volume imbalance exceeds the lesser of 2½ percent of the sum of Customer's most recent calendar year metered consumption or 100,000 MCF, Customer may be notified by VNG to correct within 30 days any volume imbalance in excess of 2½ percent or 100,000 MCF. If the Customer does not have a history with 12 months metered consumption, VNG shall utilize estimated annual consumption in lieu thereof. In the event that after such 30 days the Customer has not corrected the excess volume imbalance, VNG may cease transporting gas for the Customer until the Customer's volume imbalance is eliminated. VNG shall not be obligated on any day to accept delivery of gas from, or on behalf of, Customer in excess of Customer's connected load.
- B. 1. At the end of each billing period, each transportation Customer's cumulative volume imbalance will be calculated. The volume imbalance for the month and VNG's actual weighted average commodity cost of gas (WACCOG) value for such volume will be added to the weighted average inventory price in Customer's inventory account.
  - 2. If at the end of a billing period a transporting Customer has consumed volumes in excess of its transported volumes and Customer has a balance in its inventory account, the excess consumed volumes will be deemed to have come first from Customer's inventory account. Customer's weighted average inventory price of the volumes consumed will be subtracted from VNG's actual WACCOG for the month. The resulting difference in price will be multiplied by the volume withdrawn from the inventory account and posted to the Customer's Difference Account.

# Schedule 7 GENERAL FIRM GAS DELIVERY SERVICE

(Continued)

#### VI. BALANCING OF TRANSPORTATION VOLUMES (continued)

- 3. Any balance in Customer's Difference Account at the end of each March calculated after the end of Customer's March billing period will be shown as a credit on Customer's April bill (if negative) or as a charge to Customer (if positive).
- C. Any volume imbalance, created by Customer during a period used by an upstream pipeline to determine a penalty assessed against VNG, shall be referred to as a penalty imbalance volume. Customer shall be subject to a penalty charge calculated by dividing Customer's penalty imbalance volume by the total system imbalance volume for the same period, and multiplying the quotient by the total dollar value of the penalty as assessed by the upstream pipeline.

#### VII. SCHEDULING

Pursuant to the established North American Energy Standards Board ("NAESB") nomination cycles, Customer shall provide VNG, via VNG's electronic bulletin board ("EBB") system, a schedule of daily volumes to be delivered to VNG by, or on behalf of, Customer at each applicable delivery point on VNG's system and a schedule of daily volumes, if any, to be delivered by VNG to Customer from its volume bank balance as well as the pipeline company and pipeline transportation contract identifiers under which gas deliveries will be made to VNG's distribution system. VNG may determine eligible receipt point(s) for an individual transportation customer based on the relationship between a given receipt point and the customer's meter location. VNG shall not be obligated to accept or make deliveries in excess of volumes shown on each Customer's EBB scheduled volumes.

#### VIII. SAVE Plan Rider

Rider E – SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### IX. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.

## Schedule 9 INTERRUPTIBLE GAS DELIVERY SERVICE

#### I. APPLICABILITY

- A. This schedule shall be available for the transportation of Customer's gas on VNG's distribution system and delivery of same to Customer:
  - 1. To the extent VNG has adequate facilities available for transporting and delivering such volumes of gas.
  - 2. When VNG has executed a Service Agreement with the Customer wherein VNG agrees to deliver volumes of gas received for the Customer and provide balancing service as specified therein.
  - 3. When natural gas to be transported by VNG pursuant to this schedule shall be delivered into VNG's facilities by the Customer or others at a pressure equal to the pressure in VNG's system at the point of delivery.
- B. This schedule shall not be available to customers who have a contract with VNG for firm gas service.

#### II. RATE

A. Customers with a potential annual usage in excess of 1,000,000 Mcfs shall be charged the Customer Charge and shall be charged for gas transported on behalf of the customer as determined in III. below, at a rate as set forth in the current Schedule of Rates and Charges.

#### Schedule 9 INTERRUPTIBLE GAS DELIVERY SERVICE

(Continued)

#### II. RATE (continued)

- B. Customers with potential annual usage of 50,000 to 1,000,000 Mcfs shall be charged the Customer Charge and shall be charged for gas transported on behalf of the Customer as determined in III. below, at a rate as set forth in the current Schedule of Rates and Charges.
- C. Customers with potential annual usage not greater than 50,000 Mcfs shall be charged the Customer Charge and shall be charged for gas transported on behalf of the Customer as determined in III. below, at a rate as set forth in the current Schedule of Rates and Charges which relate to this rate schedule.
- D. Commodity rates established monthly by VNG and filed with the Commission:
  - 1. In excess of VNG's monthly estimated weighted average commodity cost of gas, plus unaccounted for and all applicable taxes; but,
  - 2. Not higher than the monthly estimated weighted average commodity cost of gas times three.

#### III. DETERMINATION OF VOLUME DELIVERED

- A. The volume of gas transported in the current billing period to the Customer pursuant to this schedule shall be 2.10% less than the volume received by VNG on behalf of Customer at VNG's point(s) of interconnection with pipeline suppliers to cover company use and unaccounted for gas.
- B. The Customer's metered consumption in each billing period shall be reduced by the adjusted volume transported in A. above.
- C. If the volume imbalance in B. above is an amount greater than zero, then the volume cumulative imbalance from prior billing months shall be subtracted therefrom to determine a supply deficiency. If the supply deficiency is greater than zero, the Customer shall pay for such gas at the commodity rate set forth in the current Schedule of Rates and Charges. Any volumes used from the prior period cumulative imbalance as a credit to current period metered consumption shall also be subtracted from the prior cumulative imbalance to compute the current period cumulative imbalance.

(Continued)

#### III. DETERMINATION OF VOLUME DELIVERED (continued)

D. If the volume imbalance in B. above is an amount less than zero the absolute value of such volume imbalance shall be referred to as the current period volume imbalance, and shall be added to the Customer's cumulative volume imbalance from prior billing periods.

Customer's ability to withdraw the volume imbalances from Customer's inventory account shall be subject to interruption on a daily basis.

#### IV. BALANCING OF TRANSPORTATION VOLUMES

- A. Customers will be responsible for managing and scheduling deliveries to VNG of transportation gas and shall make best efforts to maintain a zero transportation volume imbalance on a daily basis. If at the end of a billing period a transporting Customer's cumulative volume imbalance exceeds the lesser of 2½ percent of the sum of Customer's most recent calendar year metered consumption or 100,000 Mcf, Customer may be notified by VNG to correct within 30 days any volume imbalance in excess of 2½ percent or 100,000 Mcf. If the Customer does not have a history with 12 months metered consumption, VNG shall utilize estimated annual consumption in lieu thereof. In the event that after such 30 days the Customer has not corrected the excess volume imbalance, VNG may cease transporting gas for the Customer until the Customer's volume imbalance is eliminated. VNG shall not be obligated on any day to accept delivery of gas from, or on behalf of, Customer in excess of Customer's connected load.
- B. 1. At the end of each billing period, each transportation Customer's cumulative volume imbalance will be calculated. The volume imbalance for the month and VNG's actual weighted average commodity cost of gas (WACCOG) value for such volume will be added to the weighted average inventory price in Customer's inventory account.

(Continued)

#### IV. BALANCING OF TRANSPORTATION VOLUMES (continued)

- B. 2. If at the end of a billing period a transporting Customer has consumed volumes in excess of its transported volumes and Customer has a balance in its inventory account, the excess consumed volumes will be deemed to have come first from Customer's inventory account. Customer's weighted average inventory price of the volumes consumed will be subtracted from VNG's actual WACCOG for the month. The resulting difference in price will be multiplied by the volume withdrawn from the inventory account and posted to the Customer's Difference Account.
  - 3. Any balance in Customer's Difference Account at the end of each March calculated after the end of Customer's March billing period will be shown as a credit on Customer's April bill (if negative) or as a charge to Customer (if positive).
- C. Any volume imbalance, created by Customer during a period used by an upstream pipeline to determine a penalty assessed against VNG, shall be referred to as a penalty imbalance volume. Customer shall be subject to a penalty charge calculated by dividing Customer's penalty imbalance volume by the total system imbalance volume for the same period, and multiplying the quotient by the total dollar value of the penalty as assessed by the upstream pipeline.

(Continued)

#### V. SCHEDULING

Pursuant to the established North American Energy Standards Board ("NAESB") nomination cycles, Customer shall provide VNG, via VNG's electronic bulletin board ("EBB") system, a schedule of daily volumes to be delivered to VNG by, or on behalf of, Customer at each applicable delivery point on VNG's system and a schedule of daily volumes, if any, to be delivered by VNG to Customer from its volume bank balance as well as the pipeline company and pipeline transportation contract identifiers under which gas deliveries will be made to VNG's distribution system. VNG may determine eligible receipt point(s) for an individual transportation customer based on the relationship between a given receipt point and the customer's meter location. VNG shall not be obligated to accept or make deliveries in excess of volumes shown on each Customer's EBB scheduled volumes.

#### VI. MONTHLY MINIMUM CHARGE

The monthly minimum charge shall be such as may be contracted for, but not less than the Customer Charge.

#### VII. CHARACTER OF SERVICE

- A. VNG will install, maintain and operate the necessary equipment to determine the volume of the gas delivered to the customer, and the day and hours of such delivery.
- B. VNG reserves the right to discontinue the supply of gas on one hour's oral or written notice and to interrupt such supply of gas at any time, temporarily or permanently, whenever VNG shall deem it necessary to do so. The Customer agrees to discontinue the use of gas in compliance with such notice. Service shall be interrupted on the basis of the rate charged under Section II of this Rate Schedule so that service to customers receiving gas at the lowest rate will be interrupted before service to customers receiving service at a higher rate.

(Continued)

#### VII. CHARACTER OF SERVICE

- C. If, after notice of interruption as provided in B., the Customer fails to comply with such notice, the Customer may be subject to a penalty charge of \$30/Mcf plus 1.5 times the highest price of gas delivered to Transco Zone 5 North plus any pipeline and supplier penalties and charges incurred by VNG due to the overtake for each Mcf consumed by the Customer during any period of interruption. This penalty charge shall be in addition to other charges in this schedule.
- D It shall be the Customer's responsibility to provide any necessary stand-by equipment or facilities, fully capable of meeting his needs throughout any period during which the supply of gas furnished by VNG is interrupted pursuant to the terms of this schedule, which facilities shall include an adequate supply of fuel for the operation thereof.
- E. Gas purchased on this schedule shall be separately metered and not used interchangeably with firm gas purchased on any other schedule.
- F. Pilot light service may be furnished under a general service schedule for interruptible customers who do not have an alternate means of ignition. Customers shall pay the entire cost of installation.
- G. The maximum quantity of gas purchased in any day shall be specified by contract and may be increased only by the execution of a new contract. A day shall be a period of time beginning at 10:00 a.m. Eastern Clock Time and ending at 10:00 a.m. on the next succeeding day.

#### VIII. SAVE Plan Rider

Rider E – SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule.

(Continued)

#### IX. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon.

### Schedule 10 OPTIONAL GAS SUPPLY SERVICE

#### I. APPLICABILITY

This schedule is available to any customer of VNG who has executed a Service Agreement applicable to Section III. below.

#### II. RATE

The applicable charge for commodity costs set forth in section III below.

#### III. OPTIONAL SUPPLY IN LIEU OF INTERRUPTION

In the event that a short-term gas purchase is available to VNG at a price higher than the currently estimated weighted average commodity cost of gas and VNG elects not to purchase such gas for its system supply, VNG may offer such gas to Customer. VNG shall notify Customer of the availability, rate and other terms and conditions for sale of such gas to Customer. The rate for such service to Customer shall be the cost of gas to VNG plus the margin filed with the Commission pursuant to Schedule 9 Commodity for the month during which such service is provided. The margin as used herein shall be the difference between the rate established for Schedule 9 Commodity and VNG's weighted average commodity cost of gas filed with the Commission pursuant to Schedule 9 Commodity for the month during which such service is provided. Upon agreement between VNG and Customer on a rate and other terms and conditions, VNG may sell such gas to Customer. Gas purchased for sale hereunder shall not be included in the calculation of the Actual Cost Adjustment of the QBF for any quarter.

#### IV. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon.

#### RATE SCHEDULE 11 FIRM COMPRESSED NGV SERVICE

#### I. APPLICABILITY

This rate schedule is applicable to fueling vehicles with compressed natural gas provided by VNG to Customer:

- A. To the extent VNG has adequate facilities, supplies available for providing such volumes of gas, and the physical properties of the supplies are compatible to compressed natural gas vehicles.
- B. When VNG and Customer have executed a service agreement wherein VNG agrees to provide compressed natural gas for use in motor vehicles.
- C. The required compressor station and related facilities shall be provided and maintained on the Customer's premises by VNG under Paragraph II and on VNG's premises under Paragraph III.

#### II. RATE - FACILITIES ON CUSTOMER'S PREMISES

- 1. The applicable Customer Charge set forth in the current Schedule of Rates and Charges; plus,
- 2. Per Ccf rates set forth in the current Schedule of Rates and Charges. Such rates shall be revised and filed quarterly to reflect changes in the gas cost component of the rate.

#### III. RATE - SALES FROM COMPANY OPERATED FACILITIES

Per Ccf rates set forth in the current Schedule of Rates and Charges. Such rates shall be revised and filed quarterly to reflect changes in the gas cost component of the rate.

ACCEPTED FOR FILING

JUL 19 2012

DIVISION OF ENERGY REGULATION STATE CORPORATION COMMISSION

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JUL 19 2012

DIVISION OF ENERGY REGULATION STATE CORPORATION COMMISSION

# RATE SCHEDULE 11 FIRM COMPRESSED NGV SERVICE (Continued)

#### IV. MONTHLY MINIMUM CHARGE

The monthly minimum charge for service rendered pursuant to Paragraph II shall be such as may be contracted for, but not less than the Customer Charge.

#### V. CHARACTER OF SERVICE

- A. Gas purchased on this rate schedule shall be separately metered and not used interchangeably with gas purchased on any other rate schedule.
- B. VNG shall not be obligated to construct or own any fueling station facilities, the cost of which shall exceed an allowance equal to 5.7 times the continuing annual fueling station revenue that can reasonably be expected by VNG from such facilities. Customer shall have the option to pay an NGV Facilities Charge, as specified in the Schedule of Rates and Charges, on the portion of the cost of fueling station facilities that exceeds the allowance specified above.

The calculation of continuing annual revenue applicable to the determination of gas line extensions under Section XVIII of the Terms and Conditions shall exclude the cost of gas and fueling station revenue.

- C. Electricity used in the operation of the compression and refueling facilities under Paragraph II is at the expense of the Customer.
- D. In addition to the rates set forth in Paragraphs II and III above, Customer shall be charged any applicable road taxes.

#### VI. . SAVE Plan Rider

Rider E – SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### VII. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon.

# ACCEPTED FOR FILING

JUL 1 9 2012

DIVISION OF ENERGY REGULATION STATE CORPORATION COMMISSION

#### RATE SCHEDULE 12 FIRM DISTRIBUTION NGV SERVICE

#### I. APPLICABILITY

This rate schedule is applicable to fueling vehicles with compressed natural gas provided by VNG to Customer:

- A. To the extent VNG has adequate facilities, supplies available for providing such volumes of gas, and the physical properties of the supplies are compatible to compressed natural gas vehicles.
- B. When VNG and Customer have executed a service agreement wherein VNG agrees to provide natural service to the Customer's premises for use in motor vehicles.
- C. The required compressor station and related facilities shall be provided and maintained on the Customer's premises by Customer.

#### II. RATE

- A. The applicable Customer Charge set forth in the current Schedule of Rates and Charges; plus,
- B. Per Ccf rates set forth in the current Schedule of Rates and Charges. Such rates will be revised and filed quarterly to reflect changes in the gas cost component of the rate.

#### III. MONTHLY MINIMUM CHARGE

The monthly minimum charge shall be such as may be contracted for, but not less than the Customer Charge.

#### IV. CHARACTER OF SERVICE

A. Gas purchased on this schedule shall be separately metered and not used interchangeably with gas purchased on any other schedule.

#### RATE SCHEDULE 12 FIRM DISTRIBUTION NGV SERVICE

(Continued)

- B. Customer shall bear all responsibilities for paying any applicable road taxes.
- C. If the Customer engages in the resale of compressed natural gas for vehicular fuel,
  - 1. The Customer agrees to obtain and maintain, at its expense, all necessary certificates, licenses and regulatory approvals necessary to engage in the sale of natural gas for use as a vehicular fuel.
  - 2. The Customer shall be responsible for collecting and paying all taxes applicable to all such sales.

#### V. SAVE Plan Rider

Rider E – SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### VI. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon.



DIVISION OF ENERGY REGULATION STATE CORPORATION COMMISSION

#### I. APPLICABILITY

This rate schedule is applicable to fueling vehicles with compressed natural gas provided by VNG to Customer:

- A. To the extent VNG has adequate facilities, supplies available for providing such volumes of gas and the physical properties of the supplies are compatible to compressed natural gas vehicles.
- B. When VNG and Customer have executed a service agreement wherein VNG agrees to provide compressed natural gas for use in motor vehicles.
- C. When natural gas to be transported by VNG pursuant to this schedule shall be delivered into VNG's facilities by the Customer or others at a pressure equal to the pressure in VNG's system at the point of delivery.
- D. The required compressor station and related facilities shall be provided and maintained on the Customer's premises by VNG under Paragraph II and on VNG's premises under Paragraph III.

#### II. CHARGES - FACILITIES ON CUSTOMER'S PREMISES

- 1. The applicable Customer Charge set forth in the current Schedule of Rates and Charges; plus,
- 2. Per Ccf System Charges set forth in the current Schedule of Rates and Charges applicable to all volumes delivered to customer under Paragraph V.1. Such rates shall be revised and filed quarterly to reflect changes in the gas cost component of the rate; plus,
- 3. Per Ccf Commodity Charge set forth in the Schedule of Rates and Charges applicable to any positive net imbalance computed under Paragraph V.2.

#### III. CHARGES - SALES FROM COMPANY OPERATED FACILITIES

Per Ccf charges set forth in the current Schedule of Rates and Charges. Such rates shall be revised and filed quarterly to reflect changes in the gas cost component of the rate.

(Continued)

#### IV. MONTHLY MINIMUM CHARGE

The monthly minimum charge for service rendered pursuant to Paragraph II shall be such as may be contracted for, but not less than the Customer Charge.

#### V. DETERMINATION OF VOLUME DELIVERED

- 1. The volume of gas that VNG shall be obligated to transport and deliver to Customer shall be 2.10% less than the volume received by VNG on behalf of Customer at VNG's point(s) of interconnection with pipeline suppliers to cover company use and unaccounted for gas.
- 2. A daily imbalance volume shall be calculated equal to Customer's metered volume reduced by 97.9% of the volume received by VNG on behalf of Customer. A net imbalance will be computed at the end of each billing period.

#### VI. BALANCING OF TRANSPORTATION VOLUMES

- A. Customers will be responsible for managing and scheduling deliveries to VNG of transportation gas and shall make best efforts to maintain a zero transportation volume imbalance on a daily basis. If at the end of a billing period a transporting Customer's cumulative volume imbalance exceeds the lesser of 2½ percent of the sum of Customer's most recent calendar year metered consumption or 100,000 MCF, Customer may be notified by VNG to correct within 30 days any volume imbalance in excess of 2½ percent or 100,000 MCF. If the Customer does not have a history with 12 months metered consumption, VNG shall utilize estimated annual consumption in lieu thereof. In the event that after such 30 days the Customer has not corrected the excess volume imbalance, VNG may cease transporting gas for the Customer until the Customer's volume imbalance is eliminated. VNG shall not be obligated on any day to accept delivery of gas from, or on behalf of, Customer in excess of Customer's connected load.
- B. 1. At the end of each billing period, each transportation Customer's cumulative volume imbalance will be calculated. The volume imbalance for the month and VNG's actual weighted average commodity cost of gas (WACCOG) value for such volume will be added to the weighted average inventory price in Customer's inventory account.

(Continued)

#### VI. BALANCING OF TRANSPORTATION VOLUMES (continued)

- 2. If at the end of a billing period a transporting Customer has consumed volumes in excess of its transported volumes and Customer has a balance in its inventory account, the excess consumed volumes will be deemed to have come first from Customer's inventory account. Customer's weighted average inventory price of the volumes consumed will be subtracted from VNG's actual WACCOG for the month. The resulting difference in price will be multiplied by the volume withdrawn from the inventory account and posted to the Customer's Difference Account.
- 3. Any balance in Customer's Difference Account at the end of each March calculated after the end of Customer's March billing period will be shown as a credit on Customer's April bill (if negative) or as a charge to Customer (if positive).
- C. Any volume imbalance, created by Customer during a period used by an upstream pipeline to determine a penalty assessed against VNG, shall be referred to as a penalty imbalance volume. Customer shall be subject to a penalty charge calculated by dividing Customer's penalty imbalance volume by the total system imbalance volume for the same period, and multiplying the quotient by the total dollar value of the penalty as assessed by the upstream pipeline.

#### VII. SCHEDULING

Pursuant to the established North American Energy Standards Board ("NAESB") nomination cycles, Customer shall provide VNG, via VNG's electronic bulletin board ("EBB") system, a schedule of daily volumes to be delivered to VNG by, or on behalf of, Customer at each applicable delivery point on VNG's system and a schedule of daily volumes, if any, to be delivered by VNG to Customer from its volume bank balance as well as the pipeline company and pipeline transportation contract identifiers under which gas deliveries will be made to VNG's distribution system. VNG may determine eligible receipt point(s) for an individual transportation customer based on the relationship between a given receipt point and the customer's meter location. VNG shall not be obligated to accept or make deliveries in excess of volumes shown on each Customer's EBB scheduled volumes.

(Continued)

#### VIII. CHARACTER OF SERVICE

- A. Gas delivered or purchased on this rate schedule shall be separately metered and not used interchangeably with gas purchased on any other rate schedule.
- B. VNG shall not be obligated to construct or own any fueling station facilities, the cost of which shall exceed an allowance equal to the net present value of the continuing annual fueling station revenue that can reasonably be expected by VNG from such facilities, discounted at the Company's authorized rate of return. Customer shall have the option to pay an NGV Facilities Charge, as specified in the Schedule of Rates and Charges, on the portion of the cost of fueling station facilities that exceeds the allowance specified above.

The calculation of continuing annual revenue applicable to the determination of gas line extensions under Section XVIII of the Terms and Conditions shall exclude the cost of gas and fueling station revenue.

- C. Electricity used in the operation of the compression and refueling facilities under Paragraph II is at the expense of the Customer.
- D. In addition to the rates set forth in Paragraphs II and III above, Customer shall be charged any applicable road taxes.

#### IX. SAVE Plan Rider

Rider E – SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### X. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon.

### RATE SCHEDULE 14 FIRM DISTRIBUTION NGV DELIVERY SERVICE

#### I. APPLICABILITY

This rate schedule is applicable to fueling vehicles with compressed natural gas provided by VNG to Customer:

- A. To the extent VNG has adequate facilities, supplies available for providing such volumes of gas, and the physical properties of the supplies are compatible to compressed natural gas vehicles.
- B. When VNG and Customer have executed a service agreement wherein VNG agrees to provide natural gas service to the Customer's premises for use in motor vehicles.
- C. When natural gas to be transported by VNG pursuant to this schedule shall be delivered into VNG's facilities by the Customer or others at a pressure equal to the pressure in VNG's system at the point of delivery.
- D. The required compressor station and related facilities shall be provided and maintained on the Customer's premises by Customer.

#### II. RATE

- 1. The applicable Customer Charge set forth in the current Schedule of Rates and Charges; plus,
- 2. Per Ccf System Charges set forth in the current Schedule of Rates and Charges applicable to all volumes delivered to customer under Paragraph IV.1. Such rates shall be revised and filed quarterly to reflect changes in the gas cost component of the rate; plus,
- 3. Per Ccf Commodity Charge set forth in the Schedule of Rates and Charges applicable to any positive net imbalance computed under Paragraph IV.2.

#### RATE SCHEDULE 14 FIRM DISTRIBUTION NGV DELIVERY SERVICE

(Continued)

#### III. MONTHLY MINIMUM CHARGE

The monthly minimum charge for service rendered pursuant to Paragraph II shall be such as may be contracted for, but not less than the Customer Charge.

#### IV. DETERMINATION OF VOLUME DELIVERED

- 1. The volume of gas that VNG shall be obligated to transport and deliver to Customer shall be 2.10% less than the volume received by VNG on behalf of Customer at VNG's point(s) of interconnection with pipeline suppliers to cover company use and unaccounted for gas.
- 2. A daily imbalance volume shall be calculated equal to Customer's metered volume reduced by 97.9% of the volume received by VNG on behalf of Customer. A net imbalance will be computed at the end of each billing period.

#### V. BALANCING OF TRANSPORTATION VOLUMES

A. Customers will be responsible for managing and scheduling deliveries to VNG of transportation gas and shall make best efforts to maintain a zero transportation volume imbalance on a daily basis. If at the end of a billing period a transporting Customer's cumulative volume imbalance exceeds the lesser of 2½ percent of the sum of Customer's most recent calendar year metered consumption or 100,000 MCF, Customer may be notified by VNG to correct within 30 days any volume imbalance in excess of 2½ percent or 100,000 MCF. If the Customer does not have a history with 12 months metered consumption, VNG shall utilize estimated annual consumption in lieu thereof. In the event that after such 30 days the Customer has not corrected the excess volume imbalance, VNG may cease

#### RATE SCHEDULE 14 FIRM DISTRIBUTION NGV DELIVERY SERVICE

(Continued)

transporting gas for the Customer until the Customer's volume imbalance is eliminated. VNG shall not be obligated on any day to accept delivery of gas from, or on behalf of, Customer in excess of Customer's connected load.

- B. 1. At the end of each billing period, each transportation Customer's cumulative volume imbalance will be calculated. The volume imbalance for the month and VNG's actual weighted average commodity cost of gas (WACCOG) value for such volume will be added to the weighted average inventory price in Customer's inventory account.
  - 2. If at the end of a billing period a transporting Customer has consumed volumes in excess of its transported volumes and Customer has a balance in its inventory account, the excess consumed volumes will be deemed to have come first from Customer's inventory account. Customer's weighted average inventory price of the volumes consumed will be subtracted from VNG's actual WACCOG for the month. The resulting difference in price will be multiplied by the volume withdrawn from the inventory account and posted to the Customer's Difference Account.
  - 3. Any balance in Customer's Difference Account at the end of each March calculated after the end of Customer's March billing period will be shown as a credit on Customer's April bill (if negative) or as a charge to Customer (if positive).
  - C. Any volume imbalance, created by Customer during a period used by an upstream pipeline to determine a penalty assessed against VNG, shall be referred to as a penalty imbalance volume. Customer shall be subject to a penalty charge calculated by dividing Customer's penalty imbalance volume by the total system imbalance volume for the same period, and multiplying the quotient by the total dollar value of the penalty as assessed by the upstream pipeline.

#### RATE SCHEDULE 14 FIRM DISTRIBUTION NGV DELIEVERY SERVICE

(Continued)

#### VI. SCHEDULING

Pursuant to the established North American Energy Standards Board ("NAESB") nomination cycles, Customer shall provide VNG, via VNG's electronic bulletin board ("EBB") system, a schedule of daily volumes to be delivered to VNG by, or on behalf of, Customer at each applicable delivery point on VNG's system and a schedule of daily volumes, if any, to be delivered by VNG to Customer from its volume bank balance as well as the pipeline company and pipeline transportation contract identifiers under which gas deliveries will be made to VNG's distribution system. VNG may determine eligible receipt point(s) for an individual transportation customer based on the relationship between a given receipt point and the customer's meter location. VNG shall not be obligated to accept or make deliveries in excess of volumes shown on each Customer's EBB scheduled volumes.

#### VII. CHARACTER OF SERVICE

- A. Gas delivered or purchased on this rate schedule shall be separately metered and not used interchangeably with gas purchased on any other rate schedule.
- B. Customer shall bear all responsibilities for paying any applicable road taxes.
- C. If the Customer engages in the resale of compressed natural gas for vehicular fuel.
  - 1. The Customer agrees to obtain and maintain, at its expense, all necessary certificates, licenses and regulatory approvals necessary to engage in the sale of natural gas for use as a vehicular fuel.
  - 2. The Customer shall be responsible for collecting and paying all taxes applicable to all such sales.

#### RATE SCHEDULE 14 FIRM DISTRIBUTION NGV DELIEVERY SERVICE

(Continued)

#### VIII. SAVE Plan Rider

Rider E-SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### IX. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon.

#### I. APPLICABILITY

This schedule shall be available to any firm customer located on VNG's distribution system with potential usage in excess of 200,000 Mcf during the period of April-December and a potential load factor of 80% (Average Monthly Consumption during the April-December period/ Peak Month Consumption during the April-December period) or higher during the months of April-December:

A. To the extent VNG has adequate facilities available for transporting and delivering such volumes of gas.

B. When VNG and Customer have executed a Service Agreement wherein VNG agrees to transport and deliver volumes of gas received for the Customer on a firm basis and to provide optional standby firm sales service during the months of April-December and to transport and deliver volumes of gas received for the customer on an interruptible basis without optional standby firm sales service during the months of January-March as specified therein.

Natural gas to be transported by VNG pursuant to this schedule shall be delivered into VNG's facilities by the Customer or others at a pressure equal to the pressure in VNG's system at the point of delivery.

#### II. CHARACTER OF SERVICE

- A. VNG will install, maintain and operate the necessary equipment to determine the volume of the gas delivered to the customer, and the day and hours of such delivery.
- B. Gas transported or purchased on this schedule shall be separately metered and not used interchangeably with gas transported or purchased on any other schedule.

(continued)

#### II. CHARACTER OF SERVICE

C. The maximum quantity of gas to be transported or purchased in any day shall be specified in the Service Agreement and may be increased only by the execution of a new Service Agreement. A day shall be a period of time beginning at 10:00 a.m. Eastern Clock Time and ending at 10:00 a.m. on the next succeeding day.

#### D. During the Months of April- December

1. VNG will transport and deliver gas received for the Customer on a firm basis and will provide the customer optional standby firm sales service in accordance with the executed Service Agreement under the conditions and rates as provided in Section II.

#### E. During the Months of January - March

- 1. VNG reserves the right to discontinue the supply of gas on one hour's oral or written notice and to interrupt such supply of gas at any time, temporarily or permanently, whenever VNG shall deem it necessary to do so. The Customer agrees to discontinue the use of gas in compliance with such notice. Service shall be interrupted on the basis of the Commodity rate charged under Rate Schedule 9, and 15 so that service to customers receiving gas at the lowest rate will be interrupted before service to customers receiving service at a higher rate.
- VNG will continue to transport Customer's gas during the period of interruption of sales service to the extent there is no adverse effect on service to firm customers or the integrity of VNG's distribution system.

(continued)

#### II. CHARACTER OF SERVICE

- 3. If, after notice of interruption as provided in 1, the Customer fails to comply with such notice, the Customer may be subject to a penalty charge of \$30/Mcf plus 1.5 times the highest price of gas delivered to Transco Zone 5 North plus any pipeline and supplier penalties and charges incurred by VNG due to the overtake for each Mcf consumed by the Customer during any period of interruption. This penalty charge shall be in addition to other charges in this schedule.
- 4. It shall be the Customer's responsibility to provide any necessary stand-by equipment or facilities, fully capable of meeting his needs throughout any period during which the supply of gas furnished by VNG is interrupted pursuant to the terms of this schedule, which facilities shall include an adequate supply of fuel for the operation thereof.
- 5. Pilot light service may be furnished under a general service schedule for interruptible customers who do not have an alternate means of ignition. Customers shall pay the entire cost of installation.

#### III. CHARGES

A. The applicable Customer Charge set forth in the current Schedule of Rates and Charges; plus,

B. A Demand Charge per Mcf set forth in the current Schedule of Rates and Charges, multiplied by Customer's current Demand Volume as stated in the Service Agreement for service under this Rate Schedule; plus,

(continued)

#### III. CHARGES

C. A Delivery Charge per Mcf of gas delivered hereunder set forth in the current Schedule of Rates and Charges, for all volumes delivered as established in Section V. Determination of Volume Delivered of this rate schedule; plus,

#### D. Commodity Charge

- 1. During the months of April-December
  - (i). A daily imbalance volume shall be calculated to equal Customer's metered volume less 97.9% of the volume received by VNG on behalf of Customer. For days on which service is available to VNG customers served under Rate Schedule 9, any positive imbalance shall be reduced by any prior negative imbalance and any subsequent net negative imbalance during the same billing month. For days on which Commodity service is not available to customers served under Rate Schedule 9, any positive imbalance in excess of Customer's Demand Volume shall be deemed an unauthorized overtake of gas.
  - (ii). Customer shall pay the Commodity Charge and the Delivery Charge set forth in the Schedule of Rates and Charges (including the QBF applicable to Rate Schedules 6 & 7 for any positive imbalance at the end of each billing month. In addition, Customer may be subject to a penalty charge of \$30/Mcf plus 1.5 times the highest price of gas delivered to Transco Zone 5 North plus any pipeline and supplier penalties and charges incurred by VNG due to the overtake for each Mcf consumed by the Customer during any period of interruption.

(continued)

#### III. CHARGES

#### D. Commodity Charge

#### 2. During the months of January-March

- (i). A daily imbalance volume shall be calculated to equal Customer's metered volume less 97.9% of the volume received by VNG on behalf of Customer. For days on which service is available to VNG customers served under Rate Schedule 9, any positive imbalance shall be reduced by any prior negative imbalance and any subsequent net negative imbalance during the same billing month. For days on which Commodity service is not available to customers served under Rate Schedule 9, any positive imbalance in excess of Customer's Demand Volume shall be deemed an unauthorized overtake of gas.
- (ii).If the volume imbalance in III D 2(i) above is an amount greater than zero, then the volume cumulative imbalance from prior billing months shall be subtracted therefrom to determine a supply deficiency. If the supply deficiency is greater than zero, the Customer shall pay for such gas at the commodity rate set forth in the current Schedule of Rates and Charges (including the QBF applicable to Rate Schedules 6 & 7. Any volumes used from the prior period cumulative imbalance as a credit to current period metered consumption shall also be subtracted from the prior cumulative imbalance to compute the current period cumulative imbalance.

(continued)

III. CHARGES

D. Commodity Charge

#### 2. During the months of January-March

(iii)If the volume imbalance in III. D 2(i) above is an amount less than zero the absolute value of such volume imbalance shall be referred to as the current period volume imbalance, and shall be added to the Customer's cumulative volume imbalance from prior billing periods. Customer's ability to withdraw the volume imbalances from Customer's inventory account shall be subject to interruption on a daily basis. VNG will allow customer to use its volume imbalance to balance daily during periods of economic curtailment of VNG's interruptible sales service as long as Customer demonstrates a best efforts to meet its daily consumption with its transportation volumes.

If, after notice of interruption as provided in II. E 1, the Customer fails to comply with such notice, the Customer may be subject to a penalty charge of \$30/Mcf plus 1.5 times the highest price of gas delivered to Transco Zone 5 North plus any pipeline and supplier penalties and charges incurred by VNG due to the overtake for each Mcf consumed by the Customer during any period of interruption. This penalty charge shall be in addition to other charges in this schedule.

(continued)

#### IV. DETERMINATION OF DEMAND VOLUME

A. The Demand Volume, the maximum amount of gas that the Company is obligated to provided on a daily basis, for standby firm gas sales service during the months of April-December shall be as established in the Service Agreement for service under this rate schedule. The Demand Volume for standby firm gas sales service during the months of January—March shall be zero.

B. If Customer desires only firm transportation service without standby firm gas sales service during the months of April-December, Customer may establish a zero Demand Volume.

C. VNG shall not be obligated to increase Customer's Demand Volume until twenty four months after the date of Customer's request for increased Demand Volume.

#### V. DETERMINATION OF VOLUME DELIVERED

The volume of gas that VNG shall be obligated to transport and deliver to Customer shall be 2.10% less than the volume received by VNG on behalf of Customer at VNG's point(s) of interconnection with pipeline suppliers to cover company use and unaccounted for gas.

(continued)

#### VI. BALANCING OF TRANSPORTATION VOLUMES

A. Customers will be responsible for managing and scheduling deliveries to VNG of transportation gas and shall make best efforts to maintain a zero transportation volume imbalance on a daily basis. If at the end of a billing period, a transporting Customer's cumulative volume imbalance exceeds the lesser of 2½ percent of the sum of Customer's most recent calendar year metered consumption or 100,000 MCF, Customer may be notified by VNG to correct, within 30 days, any volume imbalance in excess of 2½ percent or 100,000 MCF. If the Customer does not have a history with 12 months metered consumption, VNG shall utilize estimated annual consumption in lieu thereof. In the event that after such 30 days the Customer has not corrected the excess volume imbalance, VNG may cease transporting gas for the Customer until the Customer's volume imbalance is eliminated. VNG shall not be obligated on any day to accept delivery of gas from, or on behalf of, Customer in excess of Customer's connected load.

- B. 1. At the end of each billing period, each transportation Customer's cumulative volume imbalance will be calculated. The volume imbalance for the month and VNG's actual weighted average commodity cost of gas (WACCOG) value for such volume will be added to the weighted average inventory price in Customer's inventory account.
- 2. If at the end of a billing period a transporting Customer has consumed volumes in excess of its transported volumes and Customer has a balance in its inventory account, the excess consumed volumes will be deemed to have come first from Customer's inventory account. Customer's weighted average inventory price of the volumes consumed will be subtracted from VNG's actual WACCOG for the month. The resulting difference in price will be multiplied by the volume withdrawn from the inventory account and posted to the Customer's Difference Account.

(continued)

#### VI. BALANCING OF TRANSPORTATION VOLUMES

- 3. Any balance in Customer's Difference Account at the end of each March calculated after the end of Customer's March billing period will be shown as a credit on Customer's April bill (if negative) or as a charge to Customer (if positive).
- C. Any volume imbalance, created by Customer during a period used by an upstream pipeline to determine a penalty assessed against VNG, shall be referred to as a penalty imbalance volume. Customer shall be subject to a penalty charge calculated by dividing Customer's penalty imbalance volume by the total system imbalance volume for the same period, and multiplying the quotient by the total dollar value of the penalty as assessed by the upstream pipeline.

#### VI. SCHEDULING

Pursuant to the established North American Energy Standards Board ("NAESB") nomination cycles, Customer shall provide VNG, via VNG's electronic bulletin board ("EBB") system, a schedule of daily volumes to be delivered to VNG by, or on behalf of, Customer at each applicable delivery point on VNG's system and a schedule of daily volumes, if any, to be delivered by VNG to Customer from its volume bank balance as well as the pipeline company and pipeline transportation contract identifiers under which gas deliveries will be made to VNG's distribution system. VNG may determine eligible receipt point(s) for an individual transportation customer based on the relationship between a given receipt point and the customer's meter location. VNG shall not be obligated to accept or make deliveries in excess of volumes shown on each Customer's EBB scheduled volumes.

#### VII. SAVE Plan Rider

Rider E – SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule.

#### VIII. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon, but not less than one year.

#### Virginia Natural Gas

#### Schedule 16 NEW FACILITIES INTERRUPTIBLE GAS DELIVERY SERVICE

#### I. APPLICABILITY

- A. This schedule shall be available for the transportation of Customer's gas on VNG's distribution system and delivery of same to Customer:
  - 1. When VNG is required to perform improvement to its distribution or transportation facilities in order to provide transport and deliver such volumes of gas.
  - 2. When VNG has executed a Service Agreement with the Customer wherein VNG agrees to deliver volumes of gas received for the Customer and provide balancing service as specified therein.
  - 3. When natural gas to be transported by VNG pursuant to this schedule shall be delivered into VNG's facilities by the Customer or others at a pressure equal to the pressure in VNG's system at the point of delivery.
  - 4. When Rate Schedule 9 would be applicable.
- B. This schedule shall not be available to customers who have a contract with VNG for firm gas service.
- C. This schedule shall not be available beyond the term of the customer's minimum charge obligation as defined in Section VI of this rate schedule. Upon the termination of the customer's minimum charge obligation, the customer shall be served under rate Schedule 9.

#### Virginia Natural Gas

### Schedule 16 NEW FACILITIES INTERRUPTIBLE GAS DELIVERY SERVICE

(Continued)

#### II. RATE

- A. Customers with a potential annual usage in excess of 1,000,000 Mcfs shall be charged the Customer Charge and shall be charged for gas transported on behalf of the customer as determined in III. below, at a rate as set forth for Schedule 16 in the current Schedule of Rates and Charges.
  - B. Customers with potential annual usage of 50,000 to 1,000,000 Mcfs shall be charged the Customer Charge and shall be charged for gas transported on behalf of the Customer as determined in III. below, at a rate as set forth for Schedule 16 in the current Schedule of Rates and Charges.
  - C. Customers with potential annual usage not greater than 50,000 Mcfs shall be charged the Customer Charge and shall be charged for gas transported on behalf of the Customer as determined in III. below, at a rate as set forth for Schedule 16 in the current Schedule of Rates and Charges which relate to this rate schedule.

#### III. DETERMINATION OF VOLUME DELIVERED

- A. The volume of gas transported in the current billing period to the Customer pursuant to this schedule shall be 2.10% less than the volume received by VNG on behalf of Customer at VNG's point(s) of interconnection with pipeline suppliers to cover company use and unaccounted for gas.
- B. The Customer's metered consumption in each billing period shall be reduced by the adjusted volume transported in A. above.
- C. If the volume imbalance in B. above is an amount greater than zero, then the volume cumulative imbalance from prior billing months shall be subtracted therefrom to determine a supply deficiency. If the supply deficiency is greater than zero, the Customer shall pay for such gas at the commodity rate set forth for Schedule 16 in the current Schedule of Rates and Charges. Any volumes used from the prior period cumulative imbalance as a credit to current period metered consumption shall also be subtracted from the prior cumulative imbalance to compute the current period cumulative imbalance.

#### Schedule 16 NEW FACILITIESINTERRUPTIBLE GAS DELIVERY SERVICE

(Continued)

#### III. DETERMINATION OF VOLUME DELIVERED (continued)

- D. If the volume imbalance in B. above is an amount less than zero the absolute value of such volume imbalance shall be referred to as the current period volume imbalance, and shall be added to the Customer's cumulative volume imbalance from prior billing periods.
- E. Customer's ability to withdraw the volume imbalances from Customer's inventory account shall be subject to interruption on a daily basis. VNG will allow customer to use its volume imbalance to balance daily during periods of economic curtailment of VNG's interruptible sales service as long as Customer demonstrates a best efforts to meet its daily consumption with its transportation volumes.

#### IV. BALANCING OF TRANSPORTATION VOLUMES

- A. Customers will be responsible for managing and scheduling deliveries to VNG of transportation gas and shall make best efforts to maintain a zero transportation volume imbalance on a daily basis. If at the end of a billing period a transporting Customer's cumulative volume imbalance exceeds the lesser of 2½ percent of the sum of Customer's most recent calendar year metered consumption or 100,000 Mcf, Customer may be notified by VNG to correct within 30 days any volume imbalance in excess of 2½ percent or 100,000 Mcf. If the Customer does not have a history with 12 months metered consumption, VNG shall utilize estimated annual consumption in lieu thereof. In the event that after such 30 days the Customer has not corrected the excess volume imbalance, VNG may cease transporting gas for the Customer until the Customer's volume imbalance is eliminated. VNG shall not be obligated on any day to accept delivery of gas from, or on behalf of, Customer in excess of Customer's connected load.
- B. 1. At the end of each billing period, each transportation Customer's cumulative volume imbalance will be calculated. The volume imbalance for the month and VNG's actual weighted average commodity cost of gas (WACCOG) value for such volume will be added to the weighted average inventory price in Customer's inventory account.

#### Schedule 16 NEW FACILITIESINTERRUPTIBLE GAS DELIVERY SERVICE

(Continued)

#### IV. BALANCING OF TRANSPORTATION VOLUMES (continued)

- B. 2. If at the end of a billing period a transporting Customer has consumed volumes in excess of its transported volumes and Customer has a balance in its inventory account, the excess consumed volumes will be deemed to have come first from Customer's inventory account. Customer's weighted average inventory price of the volumes consumed will be subtracted from VNG's actual WACCOG for the month. The resulting difference in price will be multiplied by the volume withdrawn from the inventory account and posted to the Customer's Difference Account.
  - 3. Any balance in Customer's Difference Account at the end of each March calculated after the end of Customer's March billing period will be shown as a credit on Customer's April bill (if negative) or as a charge to Customer (if positive).
- C. Any volume imbalance, created by Customer during a period used by an upstream pipeline to determine a penalty assessed against VNG, shall be referred to as a penalty imbalance volume. Customer shall be subject to a penalty charge calculated by dividing Customer's penalty imbalance volume by the total system imbalance volume for the same period, and multiplying the quotient by the total dollar value of the penalty as assessed by the upstream pipeline.

## Schedule 16 NEW FACILITIES INTERRUPTIBLE GAS DELIVERY SERVICE

(Continued)

#### V. SCHEDULING

Pursuant to the established North American Energy Standards Board ("NAESB") nomination cycles, Customer shall provide VNG, via VNG's electronic bulletin board ("EBB") system, a schedule of daily volumes to be delivered to VNG by, or on behalf of, Customer at each applicable delivery point on VNG's system and a schedule of daily volumes, if any, to be delivered by VNG to Customer from its volume bank balance as well as the pipeline company and pipeline transportation contract identifiers under which gas deliveries will be made to VNG's distribution system. VNG may determine eligible receipt point(s) for an individual transportation customer based on the relationship between a given receipt point and the customer's meter location. VNG shall not be obligated to accept or make deliveries in excess of volumes shown on each Customer's EBB scheduled volumes.

#### VI. MONTHLY MINIMUM CHARGE

The monthly minimum charge shall be such as may be contracted for and must be:

- 1. No less than the Customer Charge;
- 2. Limited to a specified period of time; and,
- 3. No higher than the amount required to provide recovery of the Company's investment required to serve the customer calculated in accordance with Section XVIII Gas Line Extensions of the Company's tariff.

#### VII. CHARACTER OF SERVICE

- A. VNG will install, maintain and operate the necessary equipment to determine the volume of the gas delivered to the customer, and the day and hours of such delivery.
- B. VNG reserves the right to discontinue the supply of gas on one hour's oral or written notice and to interrupt such supply of gas at any time, temporarily or permanently, whenever VNG shall deem it necessary to do so. The Customer agrees to discontinue the use of gas in compliance with such notice. Service shall be interrupted on the basis of the rate charged under Section II of Rate Schedule 16 so that service to customers receiving gas at the lowest rate will be interrupted before service to customers receiving service at a higher rate.

### Schedule 16 NEW FACILITIES INTERRUPTIBLE GAS DELIVERY SERVICE

(Continued)

#### VII. CHARACTER OF SERVICE

- C. VNG will continue to transport Customer's gas during the period of interruption of sales service to the extent there is no adverse effect on service to firm customers or the integrity of VNG's distribution system.
- D. If, after notice of interruption as provided in B., the Customer fails to comply with such notice, the Customer may be subject to a penalty charge of \$30/Mcf plus 1.5 times the highest price of gas delivered to Transco Zone 5 North plus any pipeline and supplier penalties and charges incurred by VNG due to the overtake for each Mcf consumed by the Customer during any period of interruption. This penalty charge shall be in addition to other charges in this schedule.
- E.. It shall be the Customer's responsibility to provide any necessary stand-by equipment or facilities, fully capable of meeting his needs throughout any period during which the supply of gas furnished by VNG is interrupted pursuant to the terms of this schedule, which facilities shall include an adequate supply of fuel for the operation thereof.
- F. Gas purchased on this schedule shall be separately metered and not used interchangeably with firm gas purchased on any other schedule.
- G. Pilot light service may be furnished under a general service schedule for interruptible customers who do not have an alternate means of ignition. Customers shall pay the entire cost of installation.
- H. The maximum quantity of gas purchased in any day shall be specified by contract and may be increased only by the execution of a new contract. A day shall be a period of time beginning at 10:00 a.m. Eastern Clock Time and ending at 10:00 a.m. on the next succeeding day.

#### VIII. SAVE Plan Rider

Rider E – SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule.

# Schedule 16 NEW FACILITIES INTERRUPTIBLE GAS DELIVERY SERVICE (Continued)

#### IX. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon.

Virginia Natural Gas

### Schedule 17 RENEWABLE NATURAL GAS RECEIPT SERVICE

#### I. APPLICABILITY

Service under this Tariff is available to any party who contracts with Virginia Natural Gas ("Company") for an interconnection to deliver Renewable Gas to the Company's system ("Renewable Gas Producer"), which meets the eligibility and Renewable Gas Quality criteria of this schedule, under the conditions provided herein. The Company shall ultimately receive such gas from the point of interconnection and deliver to a customer(s) of the Company. The point of interconnection shall be established as a receipt point for nominations.

Virginia Natural Gas' investment toward this Renewable Natural Gas Interconnection Service is limited to, in aggregate, up to \$20 million over the 5-year term of the pilot, with each qualifying Renewable Natural Gas Interconnection project limited to an Interconnection Allowance of no more than \$2 million in capital investment from Virginia Natural Gas, as agreed to by the Renewable Gas Producer in exchange for RNG Attributes, all as set forth in a Renewable Gas Interconnection Service Agreement between Company and the Renewable Gas Producer. Such capital investment must be dedicated solely to those facilities necessary to interconnect the RNG Producer to existing Virginia Natural Gas facilities.

The provisions of this tariff shall be applicable only to those Renewable Gas Producers who execute a Renewable Gas Interconnection Service Agreement and subject to the requirements above.

#### II. RATE

Charges shall be the sum of a monthly charge of one twelfth (1/12th) of the annual Interconnect Fee, as defined in Subpart III.B. of the Character of Service section of this rate schedule, plus applicable taxes, during the term of the Renewable Gas Interconnection Service Agreement.

#### III. CHARACTER OF SERVICE

- A. Renewable Gas Producer: A Person who owns Renewable Gas or acts on behalf of a Person who owns Renewable Gas and who signs a Renewable Gas Interconnection Service Agreement with the Company.
- B. Interconnect Fee: A fee established for any Renewable Gas Producer which shall recover the cost of service associated with the facilities required to make

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# Schedule 17 RENEWABLE NATURAL GAS RECEIPT SERVICE (Continued)

Renewable Gas Service available. The fee is unique to each RNG facility and shall be computed using the actual cost of required facilities, such as, but not limited to, pipeline labor and material, regulator station labor, materials, and equipment, and labor and material costs associated with metering, measurement, system control and data acquisition equipment, valves, and any other facilities required to make the service available. The Company will apply the rate of return and depreciation rates authorized in its most recent rate case or as otherwise established by the Virginia State Corporation Commission for the purpose of setting the Company's general rates. Additionally, the Interconnect Fee shall include the estimated operating and maintenance expenses related to the facilities, as well as estimated administrative costs.

- C. Interconnection Allowance: Under this tariff, the Company may, as set forth in a Renewable Gas Interconnection Service Agreement between Company and the Renewable Gas Producer, invest up to \$2 million per RGP facility, in capital costs necessary to interconnect the RGP facility to Virginia Natural Gas' facilities and, thereby, reduce the Facilities Fee as result of that investment.
- D. Renewable Gas Service Interconnect: As determined in the Renewable Gas Interconnection Service Agreement between Company and the Renewable Gas Producer, the location where the Renewable Gas Producer delivers Renewable Gas to the Company's system.
- E. Renewable Gas: Renewable Gas shall be gas produced from a landfill, digester, or other renewable source of gas provided through an interconnect into the Company's system and delivered to a customer within the Company's service territory; provided that all Renewable Gas shall conform to the Company's Gas Quality specifications.
- F. Renewable Gas Quality: Renewable Gas shall meet or exceed the Company's standards, as defined by the Renewable Gas Interconnection Service Agreement. Customer owned gas which does not meet such specifications shall be subject to the Company's approval and may be refused by the Company.
- G. RNG Attributes: represent all of the environmental and other benefits that differentiate a unit of RNG from a unit of conventional natural gas.
- H. The Company may disclose publicly certain aggregated information on Renewable Gas consisting of total production and number of facilities, in a manner that does not disclose a single facility's information.

# Schedule 17 RENEWABLE NATURAL GAS RECEIPT SERVICE (Continued)

- I. The Company will install, maintain and operate the necessary equipment to determine the volume of the gas delivered into the Company's system from the Renewable Gas Producer, and the day and hours of such delivery.
- J. The Company reserves the right to temporarily discontinue the receipt of gas on an immediate basis whenever the Renewable Gas Quality is non-compliant with the specifications as outlined in the Renewable Gas Interconnection Service Agreement or whenever VNG shall deem it necessary to do so. The Renewable Gas Producer agrees to discontinue the delivery of gas in compliance with such notice. Any volume imbalances associated with temporary discontinuances resulting from the Company requesting the Renewable Gas Producer to cease Renewable Gas delivery will not be subject to end-of-period balancing charges.
- K. Any customer of the Company purchasing Renewable Gas will be subject to the provisions in the relevant Terms and Conditions, Rate Schedule, and Service Agreement in place under which the purchasing customer is bound.

#### IV. SCHEDULING

Pursuant to the established North American Energy Standards Board ("NAESB") nomination cycles, the Renewable Gas Producer shall provide the Company, via the Company's electronic bulletin board ("EBB") system, a schedule of daily volumes to be delivered to the Company by, or on behalf of, the Renewable Gas Producer at each applicable delivery point on the Company's system and a schedule of daily volumes, if any, to be delivered by the Company to the Renewable Gas Producer from its volume bank balance as well as the pipeline company and pipeline transportation contract identifiers under which gas deliveries will be made to the Company's distribution system. The Company may determine eligible receipt point(s) for an individual transportation customer based on the relationship between a given receipt point and the customer's meter location. The Company shall not be obligated to accept or make deliveries in excess of volumes shown on each Renewable Gas Producer's EBB scheduled volumes.

#### V. BALANCING OF DELIVERED VOLUMES

A. At the end of each billing period, each Renewable Gas Producer's cumulative volume imbalance will be calculated. If Producer delivers into VNG's system less Renewable Gas than it scheduled for a given billing period, Producer will be charged for an amount of gas equal to the volume imbalance at a price of 1.5 times VNG's actual weighted average commodity cost of gas (WACCOG), for the given billing period. If Producer delivers into VNG's system more Renewable Gas than

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# Schedule 17 RENEWABLE NATURAL GAS RECEIPT SERVICE (Continued)

it scheduled for a given billing period, Producer will be credited for an amount of gas equal to the volume imbalance at a price of 0.5 times VNG's actual WACCOG for the given billing period.

B. If VNG is assessed a penalty from an upstream pipeline and the Producer has a volume imbalance during the period for which the penalty is calculated, the Producer shall be subject to a penalty charged calculated by dividing Producer's imbalance volume by the total system imbalance for the same period, and multiplying the quotient by the total dollar value of the penalty as assessed by the upstream pipeline.

#### VI. TERM OF CONTRACT

- A. The term of contract for service under this schedule shall be as mutually agreed upon in the Renewable Gas Interconnection Service Agreement.
- B. Service is subject to all applicable laws and orders, and to the Company's Tariff.
- C. All service under this Schedule shall require the execution of a Renewable Gas Interconnection Service Agreement by the Renewable Gas Producer and the Company. If requested, agreements entered into hereunder shall be submitted to the Virginia State Corporation Commission for informational purposes. Such contracts shall be treated on a confidential and proprietary basis.
- D. A deposit may be required to be paid by a Renewable Gas Producer at the time the-Renewable Gas Interconnection Service Agreement is executed equal to the total estimated charges for the first two (2) full months of Renewable Gas Service. The terms of the deposit arrangements shall be included in the Renewable Gas Interconnection Service Agreement. Additionally, the Company at the Company's discretion may require a Renewable Gas Interconnection Service Agreement to include an obligation that a Renewable Gas Producer provide adequate assurance of payment to the Company in the form of a letter of credit, cash deposit, or parental guaranty, all in an amount, form, and by an issuer acceptable to the Company.

### Schedule 18 COMBINED FIRM AND INTERRUPTIBLE GAS DELIVERY SERVICE

#### I. APPLICABILITY

- A. This schedule shall be available for the transportation of Customer's gas on VNG's distribution system and delivery of same to Customer:
  - 1. To the extent VNG has adequate facilities available for transporting and delivering such volumes of gas.
  - 2. When VNG has executed a Service Agreement with the Customer wherein VNG agrees to deliver volumes of gas received for the Customer and provide balancing service as specified therein. A Customer currently taking firm service from the Company must agree to a Minimum Daily Firm Service level no less than the highest average daily consumption for any billing period in the past twenty-four billing periods.
  - 3. When natural gas to be transported by VNG pursuant to this schedule shall be delivered into VNG's facilities by the Customer or others at a pressure equal to the pressure in VNG's system at the point of delivery. Natural gas sales service from VNG is not offered to customers of this rate schedule.
  - 4. Customer must demonstrate potential annual usage in excess of 1,000,000 Mcfs, and must agree to take no less than the Minimum Daily Firm Service as specified in the Service Agreement with the Customer. At the Company's discretion, a lesser amount of firm service may be made available to the Customer under this rate schedule while facilities are being constructed to meet the Customer's full firm obligation.

#### II. RATE

A. Customers shall be charged the Customer Charge associated with Schedule 6 and shall be charged the Rate Schedule 6 delivery charge for the Minimum Daily Firm Service volumes as specified in the Service Agreement. Any consumption in excess of the Minimum Daily Firm Service volumes specified in the Service Agreement shall be charged for gas transported at a rate as set forth in the current Schedule of Rates and Charges for Rate Schedule 9 customers as determined in Section III below.

## Schedule 18 COMBINED FIRM AND INTERRUPTIBLE GAS DELIVERY SERVICE

(Continued)

#### III. DETERMINATION OF VOLUME DELIVERED

- A. The volume of gas transported in the current billing period to the Customer pursuant to this schedule shall be 2.10% less than the volume received by VNG on behalf of Customer at VNG's point(s) of interconnection with pipeline suppliers to cover company use and unaccounted for gas.
- B. The Customer's metered consumption in each billing period shall be reduced by the adjusted volume transported in A. above.
- C. If the volume imbalance in B. above is an amount greater than zero, then the volume cumulative imbalance from prior billing months shall be subtracted therefrom to determine a supply deficiency. If the supply deficiency is greater than zero, the Customer shall pay for such gas at the commodity rate set forth in the current Schedule of Rates and Charges. Any volumes used from the prior period cumulative imbalance as a credit to current period metered consumption shall also be subtracted from the prior cumulative imbalance to compute the current period cumulative imbalance.
- D. If the volume imbalance in B. above is an amount less than zero the absolute value of such volume imbalance shall be referred to as the current period volume imbalance, and shall be added to the Customer's cumulative volume imbalance from prior billing periods.

Customer's ability to withdraw the volume imbalances from Customer's inventory account shall be subject to interruption on a daily basis.

# Schedule 18 COMBINED FIRM AND INTERRUPTIBLE GAS DELIVERY SERVICE (Continued)

#### IV. BALANCING OF TRANSPORTATION VOLUMES

- A. Customers will be responsible for managing and scheduling deliveries to VNG of transportation gas and shall make best efforts to maintain a zero transportation volume imbalance on a daily basis. If at the end of a billing period a transporting Customer's cumulative volume imbalance exceeds the lesser of 2½ percent of the sum of Customer's most recent calendar year metered consumption or 100,000 Mcf, Customer may be notified by VNG to correct within 30 days any volume imbalance in excess of 2½ percent or 100,000 Mcf. If the Customer does not have a history with 12 months metered consumption, VNG shall utilize estimated annual consumption in lieu thereof. In the event that after such 30 days the Customer has not corrected the excess volume imbalance, VNG may cease transporting gas for the Customer until the Customer's volume imbalance is eliminated. VNG shall not be obligated on any day to accept delivery of gas from, or on behalf of, Customer in excess of Customer's connected load.
- B. 1. At the end of each billing period, each transportation Customer's cumulative volume imbalance will be calculated. The volume imbalance for the month and VNG's actual weighted average commodity cost of gas (WACCOG) value for such volume will be added to the weighted average inventory price in Customer's inventory account.
  - 2. If at the end of a billing period a transporting Customer has consumed volumes in excess of its transported volumes and Customer has a balance in its inventory account, the excess consumed volumes will be deemed to have come first from Customer's inventory account. Customer's weighted average inventory price of the volumes consumed will be subtracted from VNG's actual WACCOG for the month. The resulting difference in price will be multiplied by the volume withdrawn from the inventory account and posted to the Customer's Difference Account.
  - 3. Any balance in Customer's Difference Account at the end of each March calculated after the end of Customer's March billing period will be shown as a credit on Customer's April bill (if negative) or as a charge to Customer (if positive).

### Schedule 18 COMBINED FIRM AND INTERRUPTIBLE GAS DELIVERY SERVICE

(Continued)

C. Any volume imbalance, created by Customer during a period used by an upstream pipeline to determine a penalty assessed against VNG, shall be referred to as a penalty imbalance volume. Customer shall be subject to a penalty charge calculated by dividing Customer's penalty imbalance volume by the total system imbalance volume for the same period, and multiplying the quotient by the total dollar value of the penalty as assessed by the upstream pipeline.

#### V. SCHEDULING

Six business days prior to the beginning of each month, Customer shall provide VNG in a manner to be prescribed by VNG (including electronic bulletin boards, facsimile, or telephone) a schedule of daily volumes to be delivered to VNG by, or on behalf of, Customer at each applicable delivery point on VNG's system during the following calendar month and a schedule of daily volumes, if any, to be delivered by VNG to Customer from its volume bank balance. VNG may determine eligible receipt point(s) for an individual transportation customer based on the relationship between a given receipt point and the customer's meter location. If customer desires to revise the volumes previously scheduled, Customer must submit a written schedule of such revised volumes by 10:00 A.M. on the workday preceding the effective date of the revision. VNG shall not be obligated to accept or make deliveries in excess of volumes shown on each Customer's schedules.

#### VI. MONTHLY MINIMUM CHARGE

The monthly minimum charge shall be such as may be contracted for and must be:

- 1. No less than the Customer Charge;
- 2. Limited to a specified period of time; and,
- 3. No higher than the amount required to provide recovery of the Company's investment required to serve the customer calculated in accordance with Section XVIII Gas Line Extensions of the Company's tariff.

# Schedule 18 COMBINED FIRM AND INTERRUPTIBLE GAS DELIVERY SERVICE (Continued)

#### VII. CHARACTER OF SERVICE

- A. VNG will install, maintain and operate the necessary equipment to determine the volume of the gas delivered to the customer, and the day and hours of such delivery.
- B. VNG reserves the right to discontinue the supply of gas on one hour's oral or written notice and to interrupt such supply of gas at any time, temporarily or permanently, whenever VNG shall deem it necessary to do so. The Customer agrees to discontinue the use of its interruptible gas supply in compliance with such notice. Firm and Interruptible service hereunder shall be subject to Section VIII of the Terms and Conditions of this tariff for Interruptions to the Supply of Gas.
- C. If, after notice of interruption as provided in B., the Customer fails to comply with such notice with respects to its interruptible gas supply, the Customer may be subject to a penalty charge of \$30/Mcf plus 1.5 times the highest price of gas delivered to Transco Zone 5 North plus any pipeline and supplier penalties and charges incurred by VNG due to the overtake for each Mcf consumed by the Customer during any period of interruption. This penalty charge shall be in addition to other charges in this schedule.
- D. The Company will determine what, if any, modifications are needed to Company equipment that allow limitation of the supply of gas to the agreed upon quantity of gas as defined in section III above on a date when the Customer is otherwise subject to interruption of service. Until modification of any such equipment has been completed, the Customer may be subject to limitation or interruption of service, if necessary, to protect the integrity of the Company system.
- E. It shall be the Customer's responsibility to provide any necessary stand-by equipment or facilities, fully capable of meeting his needs throughout any period during which the supply of gas furnished by VNG is interrupted pursuant to the terms of this schedule, which facilities shall include an adequate supply of fuel for the operation thereof.

## Schedule 18 COMBINED FIRM AND INTERRUPTIBLE GAS DELIVERY SERVICE

(Continued)

- F. Pilot light service may be furnished under a general service schedule for interruptible customers who do not have an alternate means of ignition. Customers shall pay the entire cost of installation.
- G. The maximum quantity of gas purchased in any day shall be specified by contract and may be increased only by the execution of a new contract. A day shall be a period of time beginning at 10:00 a.m. Eastern Clock Time and ending at 10:00 a.m. on the next succeeding day.

#### VIII. SAVE Plan Rider

Rider E – SAVE Plan Rider of the Terms and Conditions for Supplying Gas is applicable to this schedule. The Schedule 6 rate for Rider E shall be applicable to this rate schedule.

#### IX. TERM OF CONTRACT

The term of contract for service under this schedule shall be such as may be mutually agreed upon.