

RATE 280 **POOLING SERVICE**

APPLICABILITY

Pooling Service is a service applicable to any Pool Operator and any Transportation Customer under Rates 245, 260, or 270 that designates a Pool Operator to manage its gas supplies as part of an aggregated Customer Pool.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Pooling Service for Transportation Customers. Pool Operator and electing Transportation Customer are subject to provisions of this Rate Schedule.

Pool Operator shall deliver to the Company gas supplies needed to satisfy the daily and monthly usage requirement of Pool Operator's Pool Customers in accordance with the requirements set forth in this Rate Schedule, Appendix E, and in the Pooling Agreement. Pooling will not be permitted across multiple Operating Systems unless approved in advance by the Company.

Pool Operator shall provide nominations for its aggregated Pool Customers' deliveries. For purposes of calculating daily and monthly imbalances, the usages of all Customers within a Pool will be combined into a single Pool usage total, which will be matched against the Pool Operator's total pipeline deliveries for such Pool.

Pool Operator shall be responsible for complying with Operational Flow Orders, daily and monthly balancing, and the payment of any daily and monthly imbalance Cashouts, and applicable charges. Transportation Customer shall remain responsible for all charges under its applicable Rate Schedule 245, 260, or 270.

Imbalance trading provided in Appendix E allows Pool Operator to trade imbalances to minimize otherwise applicable imbalance charges.

SUMMARY OF CHARGES

Pool Operator's Bill shall be rendered monthly, and shall consist of the following charges, as applicable:

Financial Evaluation Fee: \$50 for the initial and each subsequent Pool Operator financial evaluation performed by Company.

Administrative Fee: Pool Operator shall be assessed a monthly Administrative Fee of \$100 for each Pool.

Nomination and Balancing Charges: All nomination and balancing charges and imbalance trading charges associated with Pool Operator's Pool, including those listed in Appendix E, Nomination and Balancing Provisions, shall be billed to Pool Operator each month.

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Related Charges: Pool Operator shall reimburse Company for all charges incurred in connection with transportation of gas for Pool Operator's Pool including any gas costs, penalty charges, or Cashouts.

Late Payment Charge: Payment by Pool Operator shall be due seventeen (17) days from the date of issuance of the Bill. Company or an authorized agent must receive Payment of the total amount due by the due date shown on the Pool Operator's Bill. If Pool Operator does not pay the total amount due by the date shown, an additional amount equal to one percent (1%) of the total unpaid balance shall also become due and payable. For each subsequent month, or portion thereof, of non-payment, an additional charge of one percent of the total unpaid balance shall be assessed.

Insufficient Funds Check Charge: For each check of Pool Operator returned by any bank due to insufficient funds, Pool Operator shall be charged \$25.00 to cover a part of the cost of processing such check.

PROVISIONS AND REQUIREMENTS FOR TRANSPORTATION CUSTOMER PARTICIPATION

Transportation Customer shall comply with the following provisions and requirements:

Contract: Customer shall enter into a contract with Company that designates its selected Pool Operator from a list of approved Pool Operators that have signed Pooling Agreements with Company and who comply with the provisions of this Rate Schedule. Such elections will carry over from month to month unless Customer and Pool Operator notify Company of any change at least ten (10) business days prior to the start of a new month.

Initiation of Pooling Service: An existing Rate 245, 260, or 270 Transportation Customer that desires to begin utilizing Pooling Service under this Rate Schedule shall do so effective with Customer's next meter reading date.

Customer's prior delinquencies must be cured prior to commencing participation in Pooling Service, unless otherwise agreed to in advance by Company.

Customer shall eliminate any existing over-delivery or under-delivery quantities via a Cashout with Company prior to commencing participation in Pooling Service, as follows:

- (1) If Customer has an ending under-delivery quantity, Customer shall pay Company for each Dekatherm of under-delivery quantity a price equal to the average of the previous six-months' Monthly Average Index Charges (as defined in Appendix E) plus applicable taxes.
- (2) If Customer has an ending over-delivery quantity, Company shall pay Customer for each Dekatherm of Over-delivery quantity a price equal to the average of the previous six-months' Monthly Average Index Charges (as defined in Appendix E).

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PROVISIONS AND REQUIREMENTS FOR POOL OPERATOR PARTICIPATION

Pool Operator shall comply with the following provisions:

Contract:

Pool Operator must enter into a written Pooling Agreement with Company. Such Pooling Agreement shall set forth specific covenants and obligations undertaken by Company and Pool Operator under this Rate Schedule on behalf of the Pool's Customers. The Pooling Agreement shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term. However, in no event shall the Pooling Agreement expire during the Winter Season, unless such mid-winter termination date is mutually agreed upon.

Creditworthiness Standards and Requirements:

In order to qualify for participation under the Pooling Service, Pool Operator must pass an initial Financial evaluation performed by Company, and any such subsequent evaluation(s) deemed appropriate by Company, to ensure that Pool Operator possesses sufficient resources to perform its responsibilities and to ensure financial performance under this Rate Schedule. In addition, if Pool Operator's participation in the Pooling Service was previously terminated due to Pool Operator's non-compliance, Pool Operator shall provide information acceptable to Company that such cause for non-compliance has been corrected and will be avoided in the future. All prior delinquencies must be cured prior to commencing participation in the Pooling Service. Moreover, any and all charges from previous non-compliance shall be corrected prior to participation in the Pooling Service.

Pool Operator must complete and sign Company's Pool Operator Registration Form and Credit Application to be considered for participation in the Pooling Service. A Pool Operator desiring to participate in Pooling Service will be evaluated by Company to establish credit levels acceptable to Company. Company will apply, on a non-discriminatory basis, reasonable financial standards to assess and examine a Pool Operator's creditworthiness. These standards will take into consideration the scope of the operations of each Pool Operator and the level of risk to Company. In order to pass Company's financial evaluation, a Pool Operator may be required to provide security, the form and amount of which shall be specified by the Company.

Financial evaluations will be based on standard credit factors such as financial and credit ratings, trade references, bank information, unused line of credit, Pool Customers' payment histories, and related financial information that has been independently audited, if available. Company shall determine creditworthiness based on the above criteria, and will not deny a Pool Operator's participation in Pooling Service without reasonable cause.

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Company reserves the right to conduct a financial re-evaluation of Pool Operator from time to time. Such re-evaluation may be initiated either by a request from the Pool Operator, or by Company if Company reasonably believes that the creditworthiness of a Pool Operator may have changed or that the operating environment or other conditions may have changed that may have increased the risks posed by operations of the Pool. Based on such re-evaluation, a Pool Operator's level of participation may be increased or decreased, additional security may be required, or Pool Operator may be removed from further participation in the Pooling Service.

Unaccounted for Percentage:

To compensate for unaccounted for gas, the quantity of gas available to Pool Customers on a daily basis shall be equal to the quantity delivered to the Company's distribution system at the point of receipt by Pool Operator for Pool Customers, reduced by the Unaccounted for Percentage as set forth in Appendix F.

Nomination and Balancing Provisions:

Pool Operator shall be subject to the Nomination and Balancing Provisions in Appendix E.

Curtailed Procedures:

Pool Operator shall be subject to the Curtailment Procedures in Company's General Terms and Conditions.

Required Regulatory Approvals:

Pool Operator must have all required regulatory approvals related to the transportation of the gas for Pool Operator's Pool.

Termination of Pooling Service Participation:

A Pool Operator that ceases participation in Pooling Service shall eliminate any existing over-delivery or under-delivery quantities via a Cashout with the Company, as follows:

- (1) If Pool Operator has an ending net under-delivery quantity, Pool Operator shall pay Company for each Dekatherm of under-delivery quantity a price equal to the average of the previous six months' Monthly Average Index Charge (as defined in Appendix E) plus applicable taxes.
- (2) If Pool Operator has an ending over-delivery quantity, Company shall pay Pool Operator for each Dekatherm of over-delivery quantity a price equal to the average of the previous six months' Monthly Average Index Charge (as defined in Appendix E).

WAIVER OF CHARGES

In its reasonable discretion, on a case-by-case basis, Company may waive all or part of any Charge assessable to Pool Operator or Transportation Customer pursuant to this Rate Schedule, provided, however, that the waiver of such charge shall be exercised on a non-discriminatory basis.

TERMS AND CONDITIONS

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.