Section		Page No.	Revision	Effective Date
А	A. General Terms and Conditions: Topics Rela	ating to All Custo	omers	
	General	1.0	Second	February 17, 2003
2. Т	Ferritory to which Tariff Applies	2.0	Second	February 17, 2003
	Definitions	3.0	Fourth	June 1, 2016
		3.1	Third	April 16, 2008
		3.2	Second	February 17, 2003
		3.3	Third	June 1, 2016
		3.4	Fourth	June 1, 2016
		3.5	Fourth	March 3, 2017
		3.6	Fourth	June 1, 2016
		3.7	Third	June 1, 2016
. C	Company's Right to Interpret Tariff	4.0	Second	February 17, 2003
. A	Application and Contract	5.0	Third	April 16, 2008
		5.1	Third	April 16, 2008
		5.2	Second	February 17, 2003
		5.3	Third	April 16, 2008
		5.4	Second	February 17, 2003
б. E	Billing, Credit and Deposits	6.0	Third	April 16, 2008
		6.1	Third	April 16, 2008
'. C	Conditions of Gas Service	7.0	Second	February 17, 2003
		7.1	Second	February 17, 2003
		7.2	Second	February 17, 2003
3. Rules Relating to Ins	Rules Relating to Installation of Mains, Service	8.0	Second	February 17, 2003
E	Extensions, Etc.	8.1.0	Third	June 1, 2016
		8.1.1	Original	June 1, 2016
		8.1.2	Original	June 1, 2016
		8.1.3	Original	June 1, 2016
		8.1.4	Original	June 1, 2016
		8.2	Third	June 1, 2016
		8.3	Second	February 17, 2003
9. S	Service Connections	9.0	Second	February 17, 2003
		9.1	Second	February 17, 2003
		9.2	Second	February 17, 2003
		9.3	Third	April 16, 2008
0. E	Disconnection and Termination of Service	10.0	Third	April 16, 2008
		10.1	Third	April 16, 2008
		10.2	Fourth	September 1, 2020
	nterest on Customer Overpayments	11.0	Third	April 16, 2008
2. C	Charges for Services	12.0	Second	February 17, 2003
		12.1	Second	February 17, 2003
		12.2	Second	February 17, 2003
	Safety and Inspection	13.0	Second	February 17, 2003
14. L	Liability	14.0	Second	February 17, 2003

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15.	Unusual Conditions and Increased Loads	15.0	Second	February 17,2003
16.	Force Majeure	16.0	Second	February 17, 2003
17.	Increase in Prices and Charges Applicable Where Service is Supplied	17.0	Second	February 17,2003
18.	Promotional Allowances	18.0	Fourth	March 3, 2017
		18.1	First	March 3, 2017
		18.1.1	Original	December 15, 2017
		18.1.2	Original	March 3, 2017

19.	Resale of Gas	19.0	Second	February 17, 2003
20.	Adjustment of Rates in Accordance with	20.0	Fifth	September 1, 2020
	Changes in the Cost of Gas (Index)	20.0.1	Sixth	June 1, 2016
		20.0.1.1	Original	June 1, 2016
		20.0.2	Fourteenth	September 1, 2020
	Adjustment of Rates in Accordance with	20.1	Sixth	August 1, 2020
	Changes in the Cost of Gas (Fixed)	20.1.1	Seventh	September 1, 2020
		20.1.1.1	First	September 1, 2020
		20.1.2	Fourteenth	September 1, 2020
	Budget Payment Plan	20.2.1	Original	August 1, 2020
		20.2.2	Original	August 1, 2020
		20.2.3	Original	August 1, 2020

# C. General Terms and Conditions: Topics Related Solely to Transportation Customers

21.	Nominations, Scheduling and Balancing	21.0	Second	February 17, 2003
	Receipts and Deliveries of Customer-Owned	21.1	Third	July 1, 2006
	Gas	21.2	Third	July 1, 2006
	Sample Imbalance Charges	21.2.1	First	November 1, 2019
		21.2.2	First	November 1, 2019
		21.2.3	First	November 1, 2019
	Nominations, Scheduling and Balancing	21.3	Third	July 1, 2006
	Receipts and Deliveries of Customer-Owned	21.4	Third	November 1, 2019
	Gas	21.5	Original	June 1, 2016
		21.6	Original	June 1, 2016
		21.7	Original	June 1, 2016
22.	Operational Flow Orders(OFOs)	22.0	Second	February 17, 2003
23.	Interruption	23.0	Third	June 1, 2016
24.	Buyback and Compensation	24.0	Second	February 17, 2003
25.	Unauthorized Overruns	25.0	Second	February 17, 2003
26.	Quality of Customer-OwnedGas	26.0	Second	February 17, 2003
27.	Heat Content and Pressure	27.0	Second	February 17, 2003
28.	RESERVED	28.0	Second	February 17, 2003
29.	Requirements of Non-Utility Suppliers of	29.0	Third	June 1, 2016
	Gas	29.1	Third	June 1, 2016
	Requirements of Non-Utility Suppliers of	29.2	Original	June 1, 2016
	Gas			

	e Natural Gas ently Effective Rate Schedules	Page No.	Revision	Effective Date
	D. Rates	110.00		D 1 00 000
110.	Residential Sales Service	110.00	Eleventh	December 22, 2020
		110.0.1	Fifth	December 22, 2020
		110.0.2	Second	May 1, 2021
		110.0.3	Fifth	December 22, 2020
		110.0.4	First	December 22, 2020
		110.0.5	Fifth	May 1, 2021
		110.01	Fourth	December 22, 2020
		110.02	Second	December 22, 2020
		110.03	First	May 1, 2021
20.	General Firm Sales Service	120.00	Eleventh	December 22, 2020
		120.0.1	Fifth	December 22, 202
		120.0.2	Second	May 1, 2021
		120.0.3	Fifth	December 22, 2020
		120.0.4	First	December 22, 202
		120.0.5	Sixth	May 1, 2021
		120.01	Seventh	December 22, 202
		120.02	Original	December 22, 202
		120.03	First	May 1, 2021
		120.04	Original	December 22, 202
30.	Large General Firm Sales Service	130.00	Eleventh	December 22, 202
		130.0.1	Fifth	December 22, 202
		130.0.2	Sixth	May 1, 2021
		130.0.3	Sixth	May 1, 2021
		130.01	Eighth	May 1, 2021
		130.02	First	December 22, 202
		130.03	Original	December 22, 202
40.	Non-Residential Small Firm Transportation	140.00	Tenth	December 22, 202
	Service	140.0.1	Fifth	December 22, 202
		140.0.2	Second	May 1, 2021
		140.0.3	Fifth	December 22, 202
		140.0.4	First	December 22, 202
		140.0.5	Sixth	May 1, 2021
		140.01	Fifth	December 22, 202
		140.02	Fourth	December 22, 202
		140.03	First	May 1, 2021
		140.04	Original	December 22, 202
		140.05	Original	December 22, 202
50.	Non-Residential Large Firm Transportation	150.00	Tenth	December 22, 202
	Service	150.0.1	Fifth	December 22, 202
		150.0.2	Sixth	May 1, 2021
		150.0.3	Sixth	May 1, 2021
		150.01	Sixth	May 1, 2021
		150.02	Fourth	December 22, 202
		150.03	Original	December 22, 202
60.	Negotiated Service	160.00	Third	June 1, 2016

Maine Natural Gas			Page 2 of 1		
Currently Effective Rate Schedules			F	Revised as of 05/01/2021	
Maine Natural Gas		Page No.	Revision	Effective Date	
Curre	ntly Effective Rate Schedules	_			
		160.0.1	Original	June 1, 2016	
		160.0.2	Original	June 1, 2016	
		160.01	First	November 1, 2015	
<del>170.</del>	Promotional Allowances	<del>170.00</del>	First	MOVED/RETIRED	
180.	Conservation Assessment	180.00	Fourth	December 1, 2020	
		180.10	Original	November 16, 2018	

# GAS TERMS & CONDITIONS MAINE NATURAL GAS CORPORATION

Page 1.0 Second Revision

# GENERAL TERMS AND CONDITIONS

### Section A: Topics Relating to All Customers

#### 1. GENERAL

Maine Natural Gas Corporation ("Company") shall furnish gas service under these service classifications and these Terms and Conditions, as approved from time to time by the Maine Public Utilities Commission ("MPUC" or the "Commission"). This Schedule may be revised, amended, supplemented, or otherwise changed from time to time in accordance with the laws of Maine, and such changes when effective, shall be subject to the MPUC Rules and Regulations as effectively as though originally incorporated therein. A copy of the currently effective tariff is available at any business office of the Company.

Effective Date: February 17, 2003

Darrel R. Quimby

Docket No. 01-236

Page 2.0 Second Revision

#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### 2. TERRITORY TO WHICH TARIFF APPLIES

This tariff is applicable to all schedules for gas service issued or adopted by the Company. The territory served includes:

Greater Augusta Area	<b>Bath/Brunswick Coastal Area</b>
Augusta	Bath
Gardiner	West Bath
Hallowell	Brunswick
Farmingdale	Topsham
Randolph	Freeport
Chelsea	Falmouth
Manchester	Yarmouth
	Cumberland
Greater Waterville Area	Windham Area
Waterville	Windham
Fairfield	Raymond
Winslow	Standish
Oakland	
Vassalboro	
Greater Bangor Area	Bethel Area
Bangor	Bethel
Brewer	
Old Town	<b>Greater Portland Area</b>
Orono	Gorham
Milford	Westbrook
Hermon	
Holden	
Hampden	

Effective Date: February 17, 2003

Veazie Orrington Bucksport

Page 3.0 Fourth Revision

# GENERAL TERMS AND CONDITIONS

# Section A: Topics Relating to All Customers

#### 3. **DEFINITIONS**

<u>Access Controller</u> – is a party known to the Company to be in control of access to the metering equipment of a customer, and to have an active account of its own with the Company.

<u>Actual Reading</u> – is a meter reading obtained by a Company employee or its agent from either the meter or a remote registration device attached thereto.

<u>Amount Overdue</u> – means an amount that the Company has properly billed to a Customer that has not been paid in full by the due date of the bill as provided in Chapter 815 of the MPUC Rules and Regulations. The due date shall not be less than 25 days after the bill is mailed or hand delivered to the Customer or as further defined in Chapter 870 of the MPUC Rules and Regulations.

<u>Applicant</u> – means any person, company or other entity who applies for natural gas service and who is not a customer of the Company.

<u>Base Level of Usage</u> – shall mean a normal level of usage based upon the previous three (3) years of usage or, absent such history, a reasonable estimate by the Company.

<u>British Thermal Unit (BTU)</u> – the amount of heat required to raise the temperature of one (1) pound of water 1° Fahrenheit at 60° Fahrenheit.

<u>Business Day</u> – is any Monday through Friday when the Company's business offices are open.

<u>Capacity Allocated to Sales Customers</u> – shall be capacity held by the Company less capacity being released to ESCOs serving customers that migrated to transportation and/or any known and measurable capacity release arrangements.

 $\underline{Cash-Out}$  – shall mean the resolution of imbalances at the end of a period, usually a month, through cash payments.

Effective Date: June 1, 2016

Brian Hawley

Docket No. 2016-00014

Page 3.1 Third Revision

# GENERAL TERMS AND CONDITIONS

### Section A: Topics Relating to All Customers

#### **3. DEFINITIONS** (continued)

 $\underline{Ccf}$  – shall mean one hundred (100) cubic feet.

<u>Collection Fee</u> – shall mean the amount charged to a customer if the Company sends an agent to the Customer's premises to disconnect service due to non-payment and the overdue amount is paid pursuant to Section 10 of Chapter 815 of the MPUC Rules and Regulations.

Commission – shall mean the Maine Public Utilities Commission or the MPUC.

Company – shall mean Maine Natural Gas Corporation.

<u>Core Customer</u> – shall mean a customer that has no viable alternative fuel and relies on the Company for gas delivery and/or commodity service.

<u>Critical Service Customer</u> – shall mean any Core Customer that heats any building with natural gas including: residences, apartment houses, prisons, dormitories, nursing homes, hospitals, hotels, and other buildings where persons may dwell on a permanent basis.

<u>Cubic Foot (CF)</u> – For sales at all pressures or where an orifice type meter is used, or a displacement type meter, with pressure volume or time devices, or for which pressures are recorded or taken or having incorporated into it, devices to connect to a standard pressure or temperature base, is used, a cubic foot of gas shall be that amount of gas which occupies one cubit foot at an absolute pressure of 14.73 lbs. per square and a temperature of 60 degrees Fahrenheit. To determine the volume of gas delivered, required factors such as pressure, flowing temperature, specific gravity and deviations from the laws for ideal gases shall be applied. The average atmospheric pressure (Barometric Pressure) shall be assumed to be as listed below by region. The temperature of the gas flowing through the meter or meters shall be corrected at the meter. The gas shall be measured in accordance with methods in use in the industry generally and recommended by the Gas Measurement Committee of the Natural Gas Department of the American Gas Association, applied in a practical matter.

Effective Date: April 16, 2008

Darrel R. Quimby

# Section A: Topics Relating to All Customers

#### **3. DEFINITIONS** (continued)

Cubic Foot (continued)

Region/Area	<u>Avg. Atmos. Pressure – lbs./sq. in.</u>
Greater Augusta Area	14.656
Greater Waterville Area	14.656
Greater Bangor Area	14.656
Bath/Brunswick Coastal Area	14.688
Windham Area	14.607
Bethel Area	14.363
Greater Portland	14.628

<u>Customer</u> – shall mean any person, company, or other entity who has applied for, been accepted and is either receiving gas service or has agreed to be billed for gas service. This term also includes a person, company, or other entity who was a customer of the Company within the past thirty (30) days and who requests service at the same or a different location.

 $\underline{Day}$  – shall mean a period of twenty-four (24) consecutive hours beginning and ending at 10:00 AM Eastern Clock Time.

Effective Date: February 17, 2003

Darrel R. Quimby

Docket No. 01-236

Page 3.3 Third Revision

#### GENERAL TERMS AND CONDITIONS

### Section A: Topics Relating to All Customers

#### **3. DEFINITIONS** (continued)

<u>Dekatherm (Dth)</u> - shall be the quantity of heat energy equal to one million (1,000,000) BTUs.

<u>Delivery Point</u> - shall mean a physical interconnection between the Company and the Customer, as specified in the Customer's executed service agreement, at which the Company may deliver gas to the Customer or for the Customer's account.

<u>Designated Agent</u> - shall mean a party designated by a Customer to act as the Customer's agent for the purpose of nominating and scheduling gas to be delivered to the Customer. Such designation may be used interchangeably with the term marketer, non-utility supplier, or ESCO.

<u>ESCO</u> - An Energy Services Company that is responsible for arranging the delivery of natural gas supplies to the Company's citygate on behalf of transportation customers. For purposes of this definition, a customer may be designated as an ESCO whereby the customer purchases and schedules delivery of natural gas for its own consumption and not to a third party.

<u>Imbalance</u> - shall mean the difference between the quantity of Customer-owned gas delivered to a Customer's facilities and the quantity of Customer-owned gas received by the Company for the Customer over a corresponding period, adjusted for losses and prior period imbalances. A positive imbalance occurs when the quantity received by the Company for the Customer exceeds the quantity delivered by the Company for the Customer. A negative imbalance occurs when the quantity delivered by the Company to the Customer exceeds the quantity delivered by the Company to the Customer exceeds the quantity received by the Company for the Customer exceeds the quantity received by the Company for the Customer exceeds the quantity received by the Company for the Customer.

Late Payment - is any payment made after the date payment was due.

<u>Levelized Payment Plan</u> - is an annual billing plan designed to reduce fluctuations in a Customer's bill payments due to varying, but predictable, patterns of consumption.

<u>Main</u> - a pipeline located on a public or private right-of-way which is generally available or used to transport gas to more than one (1) service line.

Effective Date: June 1, 2016

Brian Hawley

Page 3.4 Fourth Revision

# GENERAL TERMS AND CONDITIONS

# Section A: Topics Relating to All Customers

#### **3. DEFINITIONS** (continued)

<u>Maximum Daily Gas Index</u> - shall mean the "Absolute" maximum daily price(s) from the Platts *Gas Daily* Publication, Daily Price Survey for the pricing point "Algonquin, citygates" for a flow date corresponding to the gas day of imbalance, plus variable commodity and fuel costs associated with Maritimes & Northeast Pipeline, plus Maritimes & Northeast Pipeline demand at 100% load factor to the MNG citygate. In the event a price is no longer published, the Company may substitute a different published index price of gas commodity that is most representative of the market price of gas commodity at each point.

<u>Maximum Daily Quantity (MDQ)</u> – The Maximum Daily Quantity shall be the Customer's highest historical peak day usage, subject to periodic review at the Company's discretion or Customer's request. In the absence of historical data, the MDQ will be estimated by the Company.

<u>Maximum Daily Transportation Quantity (MDTQ)</u> - shall mean the maximum quantity of gas that the Company is contractually required to deliver to the Customer on a daily basis.

Mcf - shall mean one thousand (1000) cubic feet.

<u>Minimum Daily Gas Index</u> - shall mean the "Absolute" minimum daily price(s) from the Platts *Gas Daily* Publication, Daily Price Survey for the pricing point "Algonquin, citygates" for a flow date corresponding to the gas day of imbalance, plus variable commodity and fuel costs associated with Maritimes & Northeast Pipeline to the MNG citygate. In the event a price is no longer published, the Company may substitute a different published index price of gas commodity that is most representative of the market price of gas commodity at each point.

<u>Month</u> - shall mean a period beginning at 10:00 AM Eastern Clock Time on the first day of the calendar month and ending at 10:00 AM Eastern Clock Time on the first day of the following month.

<u>MPUC Rules and Regulations</u> - shall mean the Maine Public Utilities Commission Rules and Regulations, a copy of which is available at any business office of the Company.

Effective Date: June 1, 2016

Brian Hawley

Docket No. 2016-00014

Page 3.5 Fourth Revision

# GENERAL TERMS AND CONDITIONS

# Section A: Topics Relating to All Customers

#### **3. DEFINITIONS** (continued)

<u>Non-Core Customer</u> - shall mean a customer that has multiple fuel options and does not rely solely on the flow of gas for continued heat and other operations.

<u>Non-Residential Customer</u> – is a person, COMPANY or other entity supplied directly with gas service under the Company's tariff and pursuant to an accepted application for service, who is not a residential customer as defined below.

<u>Payment</u> – is considered to be made on the date when it is received by the Company or one of its authorized collection agents.

<u>Payment Agreement (PA)</u> – is a Payment Arrangement as defined in Section 2. S. and Section 9 of Chapter 815 of the MPUC Rules and Regulations.

<u>Pipeline Quality Gas</u> - shall mean GAS natural or artificial, with a total heating value of not less than 967 BTU per cubic foot. The gas shall be free from objectionable odors, except as required for proper odorization, dust or other solid or liquid matters which might interfere with the merchantability of the gas or cause injury to or interfere with proper operation of the lines, regulators, meters or other appliances through which the gas flows.

<u>Program Participant</u> – any person or legal entity that qualifies and accepts a conversion rebate as defined by Section A, Promotional Allowances.

<u>Public Right-of-Way</u> – the territorial limits of any street, avenue, road or way (other than a limited access thoroughfare) that is for any highway purpose under the jurisdiction of the State of Maine or the legislative body of any county, city, town, village, or other municipal authority and is open to the public use.

<u>Receipt Point</u> - shall mean a physical interconnection between the Company and some other entity, as listed in the Customer's Transportation Service Agreement, at which the Customer may tender gas to the Company for service.

Effective Date: March 3, 2017

Brian Hawley

Docket No. 2017-00021

Page 3.6 Fourth\* Revision

# GENERAL TERMS AND CONDITIONS

# Section A: Topics Relating to All Customers

#### **3. DEFINITIONS** (continued)

<u>Residential Customer</u> - shall mean a customer in a house, apartment, mobile home or single-meter, multi-unit structure that is provided with gas service for personal, family, or household use.

<u>Sales Customer</u> – shall mean a customer taking service under service classifications RS, GS-1 or GS-2.

<u>Seasonal Customer</u> - is a customer who applies for and receives gas service periodically each year, intermittently during the year, or at other irregular intervals.

<u>Service Line</u> - piping, including associated metering and pressure reducing appurtenances, that transports gas below grade from a main to the first accessible fitting inside the wall of a customer's building when a meter is located within the building; if a meter is located outside the building, the service line will be deemed to terminate at the outside of the building foundation wall.

<u>Tampered Equipment</u> - is any service related equipment that has been subjected either to unauthorized interference so as to reduce the accuracy or eliminate the measurement of gas service, or to unauthorized connection occurring after the Company has physically disconnected service.

<u>Therm</u> - shall mean the quantity of heat energy equal to one hundred thousand (100,000) BTUs.

<u>Therm Factor</u> - shall be a factor obtained by the division of the total quantity of Dekatherms (Dth) purchased by the Company over a period of time by the total quantity of Mcfs purchased over that same period of time, to four decimal places.

<u>Total Annual Quantity (TAQ)</u> - shall mean the maximum annual quantity of gas the Company is contractually obligated to deliver per year.

Effective Date: June 1, 2016

Brian Hawley

Docket No. 2015-00005

Page 3.7 Third Revision

# GENERAL TERMS AND CONDITIONS

# Section A: Topics Relating to All Customers

#### **3. DEFINITIONS** (continued)

<u>Transportation Customer</u> – shall mean a customer taking service under service classifications GT-1 or GT-2.

<u>Upstream Pipeline</u> – shall mean an interstate pipeline, intrastate pipeline or local producer or distribution company to which the Company is physically connected and from which the Company may take deliveries of gas.

Effective Date: June 1, 2016

Brian Hawley

Docket No. 2016-00014

Page 4.0 Second Revision

# GENERAL TERMS AND CONDITIONS

# Section A: \_\_\_\_\_ Topics Relating to All Customers

#### 4. COMPANY'S RIGHT TO INTERPRET TARIFF

The Company shall have authority, subject to MPUC Rules and Regulations, to interpret and define all issues related to its tariff. Through application contained in Section 5 of this Schedule, the Customer accepts the Company's interpretation of its tariff to be the authority on any matters related to any topic contained herein. Customer appeals may be directed to the Consumer Assistance Division (CAD) of the MPUC.

Effective Date: February 17, 2003

Darrel Quimby

Docket No. 01-236

Page 5.0 Third Revision

### GENERAL TERMS AND CONDITIONS

# Section A: Topics Relating to All Customers

#### 5. APPLICATION AND CONTRACT

#### A. Form of Application – **Residential**

A residential service application may be oral or written. All application procedures shall be done in accordance with Section 6 of Chapter 815 of the MPUC Rules and Regulations.

#### B. Form of Application – **Non-Residential**

A non-residential service application may be oral or written. All application procedures shall be done in accordance with Section 6 of Chapter 815 of the MPUC Rules and Regulations. As a prerequisite to accepting an applicant as a customer and providing service, the Company may require the applicant to:

Effective Date: April 16, 2008

Darrel Quimby

Docket No. 08-189

Page 5.1 Third Revision

# GENERAL TERMS AND CONDITIONS

### Section A: Topics Relating to All Customers

### 5. APPLICATION AND CONTRACT (continued)

- (1) file a written service application containing information sufficient to establish the applicant's identity and responsibility for the premises as either the owner or occupant, the correct service classification, and who controls access to the meter(s) if not the Customer;
- (2) comply with the Company's tariff, or any applicable state, city, or local laws or ordinances;
- (3) fulfill any applicable requirements of obtaining service found in Section 8 of this Schedule relating to line extensions and service; and
- (4) make full payment or payment arrangements for amounts due as provided for under Chapter 815 of the MPUC Rules and Regulations.

Effective Date: April 16, 2008

Darrel Quimby

Docket No. 08-189

Page 5.2 Second Revision

### GENERAL TERMS AND CONDITIONS

# Section A: Topics Relating to All Customers

# 5. APPLICATION AND CONTRACT (continued)

#### C. Permanent Service

Service to buildings, structures or other facilities shall be considered permanent service where such buildings, structures or facilities are in themselves considered to be permanent in nature and location and where the Customer requesting service signifies their intent to take service on a permanent and on-going basis. Buildings, structures and other facilities will normally be considered permanent in nature and location when constructed on foundations and having water and sewerage connections. Installations of mobile homes will be considered permanent in nature provided they are installed on property in which the Customer has sufficient interest or a valid long-term lease and have independent or publicly supplied water and sewerage connections, or are installed within the confines of a mobile home park. Installations not falling under the definition of Permanent Service shall be considered temporary.

#### D. Temporary Service

Temporary service is service supplied for a limited period at a location where the facilities devoted especially to the service are not expected to have further usefulness at that location after the service in question has been discontinued, and includes any service where the useful life of the installation is sustainability less than that which would normally be expected of such facilities.

Service shall also be considered temporary for any applicant or customer who intends to take service from the Company for any period of less than twenty-four (24) months at the time of application.

Effective Date: February 17, 2003

Darrel Quimby

Docket No. 01-236

Page 5.3 Third Revision

### GENERAL TERMS AND CONDITIONS

# Section A: Topics Relating to All Customers

# 5. APPLICATION AND CONTRACT (continued)

#### E. Unauthorized Use

Unauthorized connection to the Company's gas facilities, or use of service obtained from the Company without authority or through false pretense, may result in service termination by the Company in accordance with the provisions of MPUC Rules and Regulations, Chapter 810 and Chapter 860, as applicable. The use of service without proper notification to the Company will, in addition to any lawful remedies which the Company may have, render the user liable for the service so unlawfully used at the rate or rates applicable thereto; the amount thereof to be determined by the Company by measurement where possible, otherwise by estimate.

- F. The Company shall have written procedures for determining the credit status of an applicant. The Company shall keep a copy of the written procedures in each business office and provide, upon request, a copy of the written procedures to any member of the public and the MPUC. The Company shall orally explain its credit and deposit procures to each applicant from who the Company seeks a deposit or payment of an unpaid balance before the Company grants service. The Company shall also explain these procedures to any applicant with whom there is a dispute concerning the application process.
- G. The Company must use due diligence to serve a customer after application in accordance with Section 6.A of Chapter 815 of the MPUC Rules and Regulations.
- H. If the Company denies a request for service, the Company shall inform the applicant orally and in writing as soon as practicable of the reasons for the denial and how the applicant can dispute the denial according to the provisions of Section 13 of Chapter 815 of the MPUC Rules and Regulations.

Effective Date: April 16, 2008

Darrel Quimby

Docket No. 08-189

# GAS TERMS & CONDITIONS MAINE NATURAL GAS CORPORATION

Page 5.4 Second Revision

# GENERAL TERMS AND CONDITIONS

### Section A: Topics Relating to All Customers

# 5. APPLICATION AND CONTRACT (continued)

I. Upon application for service or upon request, the applicant shall elect the applicable rate schedule best suited to his requirements. The Company will provide the Applicant or Customer with sufficient information to make an informed choice of service options. The Company will upon request assist in making such election but does not guarantee that the Customer will be served under the most favorable rate schedule at all times. The Company shall not be held responsible for a Customer's failing to elect the most favorable rate schedule and will not refund the difference in charge(s) under different rate schedules applicable to the same class of service.

Effective Date: February 17, 2003

Darrel Quimby

Docket No. 01-236

Page 6.0 Third Revision

### GENERAL TERMS AND CONDITIONS

# Section A: Topics Relating to All Customers

#### 6. BILLING, CREDIT AND DEPOSITS

A. Billing and Collection

The Company will submit bills for gas service and collect payment thereof in accordance with the applicable provisions of Chapter 815 of the MPUC Rules and Regulations.

B. Payment Obligation

The supply of service for any purpose, at any location, is contingent upon payment of all charges provided for in this tariff as applicable to the location and the character of service. Bills for service shall be net and shall be due and payable as provided for in Section 8 of Chapter 815 and Chapter 870 of the MPUC Rules and Regulations.

C. Authority for requesting Deposits from Residential Customers

The Company's requirements for a deposit from a residential customer shall be governed by the MPUC Rules and Regulations, Chapter 815.

D. Authority for Requesting Deposits from Non-Residential Customers

The Company's right to require a deposit from a non-residential customer shall be governed by the MPUC Rules and Regulations, Chapter 815.

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Effective Date: April 16, 2008

Page 6.1 Third Revision

# GENERAL TERMS AND CONDITIONS

# Section A: Topics Relating to All Customers

#### 6. **BILLING, CREDIT AND DEPOSITS (continued)**

E. Interest on Deposits

The Company will pay interest on all customer cash deposits at such rate and interval as specified by the MPUC Rules and Regulations, Chapter 870. The Company will apply any newly specified rate to all deposit amounts on bills issued after the effective date of the new rate.

F. Late Payment Charge

Residential and non-residential bills not paid within twenty-five (25) days from the postmark date on the customer's bill shall be subject to a late payment charge on the unpaid balance at the maximum rate specified by the MPUC pursuant to Chapter 870. The late payment charge shall not apply to an amount overdue that is the sole result of the following:

- (1) A budget payment plan (in which interest is paid on credit balances).
- (2) Levelized payments under a special payment arrangement developed according to Section 9 of Chapter 815 of the MPUC Rules and Regulations,
- (3) Other payment arrangements with customers, according to Section 9 of Chapter 815 of the MPUC Rules and Regulations.
- G. Charges for Returned Checks

If a bank dishonors a check given to the Company by a Customer, the Company will charge the Customer the maximum amount specified by the MPUC pursuant to Chapter 870 of the MPUC Rules and Regulations for each account to which the check was applied.

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Darrel Quimby

Docket No. 08-189

# Section A: Topics Relating to All Customers

# 7. CONDITIONS OF GAS SERVICE

Until further order of the MPUC, applications will be accepted and service will be rendered to any new gas customer and additional gas supplied to existing customers subject to the following conditions:

A. Gas Service Curtailment

The Company may curtail or discontinue service in whole or in part, of daily, monthly, seasonal or annual quantities without incurring any liability for any subsequent loss or damage which the Customer may sustain by reason of such curtailment or discontinuance, in order to conserve the supply of gas for existing domestic uses and uses deemed to be necessary to the protection of public health and safety and to avoid undue hardship. If the Company finds it necessary to curtail sales service, the Company may curtail service to a customer or give oral or written notice of curtailment. If notice of curtailment is given, a customer must curtail its use of service pursuant to the notice.

B. Unauthorized Overrun Penalty

Non-Residential Customers who, during a designated period of curtailment hereafter take quantities in excess of their base level of usage shall pay a penalty for such excess, in addition to all other prices and charges payable by said customer, of \$25.00 per Dth.

In the event additional supplies are made available, the Company shall have the right, without obligation, to waive any penalty charges incurred under this section.

Effective Date: February 17, 2003

Darrel Quimby

Docket No. 01-236

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# GENERAL TERMS AND CONDITIONS

### Section A: Topics Relating to All Customers

### 7. **CONDITIONS OF GAS SERVICE** (continued)

A. Unauthorized Overrun Penalty (continued)

The payment of a penalty for unauthorized overrun shall not under any circumstances be considered as giving any customer the right to exceed established allotments, nor shall such payment be considered as a substitute for any other remedies available to the Company against the offending customer for failure to respect its obligation to adhere to the provisions of the Company's tariff.

B. Transfer of Gas Quantities

A commercial or industrial property owner may not transfer quantities from one property, owned by him, to another property, also owned by him, except that commercial or industrial process quantities may be transferred within the plant or plants of the same customer provided that such transfer be of limited duration for the purpose of off-setting curtailment. Quantities and load profiles transferred must be approximately the same or less and the Customer must bear the full cost of such transfer.

Effective Date: February 17, 2003

Darrel Quimby

Docket No. 01-236

# GAS TERMS & CONDITIONS MAINE NATURAL GAS CORPORATION

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### GENERAL TERMS AND CONDITIONS

# Section A: Topics Relating to All Customers

# 7. CONDITIONS OF GAS SERVICE (continued)

#### D. Incremental Facilities

Customers shall be responsible for the acquisition of any property rights necessary to accommodate the construction and installation of facilities which may be required for the receipt, delivery or metering of natural gas delivered hereunder on the Company's pipeline system. The Company shall be reimbursed by the Customer for any costs incurred in the construction and installation of the required receipt or delivery facilities, including, but not limited to, the costs of labor, materials and customary overheads. The Company will be reimbursed by the Customer for required metering and load management equipment above that which would normally be provided by the Company at the Customer location.

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Darrel Quimby

Docket No. 01-236

# Section A: Topics Relating to All Customers

# 8. RULES RELATING TO INSTALLATION OF MAINS, SERVICE EXTENSIONS, ETC.

#### A. Rules Relating to All Customers

When an application for gas service under Section 5 of this Schedule is made to the Company by the owner or occupant of a building situated on property abutting on or having access to any public right-of-way, in which the governmental authority having jurisdiction will permit the Company to install and maintain facilities, the Company will render the service requested.

The Company shall hereafter furnish, place, construct, operate, maintain and when necessary replace at its own cost and expense all mains, service lines, service connections and other appurtenances. The Company will bear the amounts paid to governmental authorities for permits to do the work required and all paving charges that are legally imposed by any governmental authority for the repair or replacement of any street or sidewalk disturbed in the course of such work.

Service lines will be constructed to the closest, suitable meter location. The Customer may contribute service trenching and backfilling on private property subject to the Company's specifications and approval. For a new service, the restoration of the top surface on private property shall be the responsibility of the Customer, unless otherwise agreed to by the Company.

An applicant shall first have:

- (1) assured the Company that he/she will be a reasonably permanent customer;
- (2) agreed to pay to the Company:

Effective Date: February 17, 2003

Darrel Quimby

Docket No. 01-236

### Section A: Topics Relating to All Customers

# 8. RULES RELATING TO INSTALLATION OF MAINS, SERVICE EXTENSIONS, ETC. (continued)

- A. Rules Relating to All Customers (continued)
  - (a) the material and installation costs relating to any portion of the service line, service connections and appurtenant facilities located on his/her property that exceeds the portion which the Company will install without charge as described in Section 8.B;
  - (b) any costs relating to the portion of the main and appurtenant facilities that exceeds the portion which the Company will install without charge as described in Section 8.B; and
  - (3) furnished reasonable security as to the performance of his/her agreement, if required to do so by the Company.
- B. Line Extensions
  - (1) Customer Connections and Contributions:

In areas in which operation by the Company is authorized, mains will be extended pursuant to these Terms and Conditions and the MPUC Rules and Regulations; gas service will be provided under the rate schedules which are part of this tariff; and system improvements will be undertaken for customer initiated load increases subject to the results of a discounted cash flow ("DCF").

The Company uses a DCF method to evaluate main and service line extensions. This method considers an estimate of the cost of capital expenditures associated with the proposed extension, an estimate of the net revenue from annual gas usage (revenues exclusive of related gas costs recoveries) to be derived from the expected new customer(s), an estimate of the associated operation and maintenance expenses, depreciation and property and other taxes.

Effective Date: June 1, 2016

Brian Hawley

Docket No. 2015-00005

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#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

# 8. RULES RELATING TO INSTALLATION OF MAINS, SERVICE EXTENSIONS, ETC. (continued)

B. Line Extensions (continued)

These amounts are reflected on an annual basis and result in the annual cash flow (after-tax) associated with the proposed new main or service line extension.

The DCF analysis is used to determine the supportable construction funds available for the service or extension. If the supportable construction funds are equal to, or greater than, the construction cost estimate, then no contribution is required and MNG shall bear the full cost of construction of the service or main extension. If the supportable construction funds for the service or extension are less than the estimated cost, then the Customer shall be required to pay the excess cost of the proposed service or main extension above the supportable construction cost.

In addition to the excess cost, the initial customer(s) will be required to pay the Company the net present value of the federal and state income tax less the benefit of tax depreciation on the excess cost, using the Company's income tax rates. The excess cost and the income taxes net present value comprise the Contribution in Aid of Construction ("CIAC"). An agreement of payment will be required in advance of installation of the main or service extension.

If the Company's DCF analysis indicates that a main extension and / or service installation for a single customer incurs excess costs above the supportable construction cost, the Company will present the required CIAC to the prospective Customer for consideration.

In the event that a main extension project involves multiple potential Customers, the determination and allocation of a CIAC shall be established using the following steps:

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Effective Date: June 1, 2016

# GAS TERMS & CONDITIONS MAINE NATURAL GAS CORPORATION

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#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### B. Line Extensions (continued)

The Company will view all Customers requesting a main extension and services as one complete project ("Project"). If the Project meets the Company's investment threshold, then no CIAC will be required from any Customer.

In the event the Project fails to meet the Company's investment threshold, the Company will review each prospective Customer's service line and determine if a CIAC is required for the respective service(s). The Company uses this process to determine if one, or more, of the individual service lines fails to meet the Company's investment threshold. The Company will then request a CIAC from each customer whose service line fails to meet the threshold.

When the payment of a CIAC for an individual service increases the Project's return to the Company's investment threshold then no future CIAC payments will be requested or required from other Customers. In the event the Project CIAC is less than the aggregate CIAC amount for the individual service(s), only the Project CIAC amount will be allocated to those Customers whose service lines did not meet the financial threshold. Such allocation will be made in same proportion to the amount of individual service CIACs owed by those Customers.

In the event that a CIAC is still required for the Project after the service line CIAC evaluation, the Company will then review the Project by segment to allocate the remaining excess costs including mains. Projects will be divided into smaller projects ("Segmented") based upon similarly situated Customers. The Company will divide the Project into segments based upon the distance from the original main and the location of the customer's property relative to other customers in the Project. The Company will allocate remaining excess costs among segments by considering projected revenues, feet of main required, estimated construction costs, and projected customer usage.

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Effective Date: June 1, 2016

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#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

- B. Line Extensions (continued)
  - (2) Subsequent Customer Connections and Contributions:

If the cost of connection of a subsequent customer(s) generates additional costs in excess of supportable construction funds, then such customer(s) will be required to pay the Company for incremental costs associated with their specific service. If the estimated cost is less than, or equal to, the supportable construction funds, then no CIAC payment is required from such additional customer(s).

If during the period of five years immediately following the date of construction completion, additional customers (the "subsequent customer") request connection to a main extension or system improvement for which a CIAC was paid, the CIAC will be recalculated. Such recomputation will result in a refund of some or all of the CIAC to the initial customer(s) if such subsequent customer(s) improves the original DCF for the service or main extension. A refund will be made in accordance with Section 8.C. No refunds will be made after the fifth year following the date of construction completion of the applicable service or main extension.

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#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

# 8. RULES RELATING TO INSTALLATION OF MAINS, SERVICE EXTENSIONS, ETC. (continued)

C. Refunds for Subsequent Customers

In the event that any portion of the original excess cost is subject to a refund as described in section 8.B, above, the amount of such refund shall be the difference between the recalculated and the original excess cost, as adjusted to reflect Income tax net present value effects per the following table.

Year of Refund	Percent of NPV Tax Adder to be refunded
1	100%
2	83%
3	74%
4	66%
5	60%

The percentages stated are to be applied only to the applicable income tax net present value which was charged on the portion of the excess cost being refunded.

For example, if the excess cost was \$1,000 and the full amount to be refunded in the third year after it was received, the amount of tax which was collected on that amount should first be determined by multiplying

1,000 by 0.274 = 274 tax. Therefore, multiply 274 (tax only) times 0.74 (applicable percentage) = 202.76 (amount of tax to be refunded) plus 1,000 = 1,202.76 (total amount of refund).

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Effective Date: June 1, 2016

### Section A: Topics Relating to All Customers

# 8. RULES RELATING TO INSTALLATION OF MAINS, SERVICE EXTENSIONS, ETC. (continued)

- D. Furnishing of Rights of Way or Agreement to Pay Costs
  - (1) Each applicant or customer shall execute and deliver to the Company, free from cost, satisfactory permanent easements or rights-of-way to permit the Company to provide service.
  - (2) The Company shall not be obliged to provide service to any applicant or customer which has neither:
    - (a) delivered to the Company satisfactory permanent easements or rights-of-way; nor
    - (b) requested that the Company obtain such easements or rights-ofway, agreed to pay any costs which the Company incurs in obtaining them and furnished reasonable security as to the performance of his/her agreement.

Effective Date: June 1, 2016

Brian Hawley

Docket No. 2015-00005

### Section A: Topics Relating to All Customers

# 8. RULES RELATING TO INSTALLATION OF MAINS, SERVICE EXTENSIONS, ETC. (continued)

- E. Whenever the Company installs service lines, service connections or appurtenant facilities at the request of an applicant who does not take service within 90 days, the applicant shall bear the entire reasonable expense of providing, placing and constructing such facilities but will be entitled to a refund whenever gas service is begun for such part of the expense as the Company is herein before willing to assume pursuant to Section 8.B. The refund shall be the cost of service lines and appurtenances, less the Company's depreciation rate for those facilities.
- F. Inspection, Maintenance and Replacement of Facilities
  - (1) The Company will be solely responsible for the inspection, testing, operation, maintenance, replacement and reconstruction of all mains, service lines, service connections and appurtenant facilities which is uses to supply gas to customers.
  - (2) The Company will bear the cost of inspecting, testing and operating all facilities. It will bear the cost of maintaining, replacing and reconstructing all main and appurtenant facilities. It will also bear the cost of maintaining, replacing or reconstructing the service line and appurtenant facilities necessary to serve each as if such customer were an applicant for service, unless an act or omission of the Customer necessitates the replacement or reconstruction.
  - (3) If an act or omission of any customer who had installed facilities necessitates the replacement or reconstruction of such facilities, the Customer shall pay to the Company the cost of replacement or reconstruction.

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# GENERAL TERMS AND CONDITIONS

# Section A: Topics Relating to All Customers

#### 9. SERVICE CONNECTIONS

A. Company Property

Any appliances or devices furnished at the expense of the Company shall remain its property and may be removed by it at any time on the termination of the agreement or the discontinuance of service.

The Customer shall be responsible for the safekeeping of the property of the Company on his premises and shall take all reasonable precautions against unlawful interference with such property.

The Customer shall not interfere with or alter the meters, seals, or other property used in connection with rendering gas service, or permit same to be done by others than the authorized agents or employees of the Company. Damage caused directly or indirectly by the Customer to the Company's property shall be paid for by the Customer.

- B. Inspection and Examination of Company Apparatus
  - (1) Access to Premises

Any employee or agent of the Company who exhibits a photoidentification badge has the authority to enter at all reasonable times the Customer's premises supplied with gas for the purpose of:

(a) reading a meter to ascertain the quantity of gas supplied; and

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Effective Date: February 17, 2003

# Section A: Topics Relating to All Customers

#### 9. SERVICE CONNECTIONS (continued)

- B. Inspection and Examination of Company Apparatus (continued)
  - (b) inspecting and examining the meters, pipes, fittings and works for supplying or regulating the supply of gas. Inspecting and examining the meters, pipes, fittings and works for supplying gas to residential customers at any reasonable time as required by the Company or as requested by a customer except for:
    - (i) inspection and examination of any such equipment where an emergency may threaten the health and safety of a person, the surrounding area, of the Company's distribution system; or
    - (ii) inspection and examination of any such equipment may be conducted between the hours of 8 AM and 9 PM on any day when there is evidence of meter tampering or theft of services.

A properly identified employee authorized to inspect and examine apparatus may not enter a locked premises without the permission of the person lawfully in control of the premises, nor use any manner of force to carry out inspection and examination, except when an emergency may threaten the health or safety of a person, the surrounding area, or the Company's distribution system, or where authorized by a court order.

Effective Date: February 17, 2003

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# Section A: Topics Relating to All Customers

#### 9. SERVICE CONNECTIONS (continued)

- B. Inspection and Examination of Company Apparatus (continued)
  - (2) Duty to Inspect

Except to the extent prevented by circumstances beyond its control, the Company will conduct a field inspection of non-residential apparatus as soon as reasonably possible following:

- (a) a request contained in a service application;
- (b) a reasonable customer request;
- (c) the issuance of a field inspection order in accordance with an automatic utility bill review program;
- (d) notification from any reasonable source that service may not be correctly metered; or
- (e) a directive by the MPUC or its authorized designee.
- (3) Other Rights:

Nothing contained in this section shall be construed to impair the Company's rights as to any other person who prevents access to the Company's meters and/or equipment.

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Effective Date: February 17, 2003

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#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### 9. SERVICE CONNECTIONS (continued)

C. Notice to Company of Escape of Gas

Customers are required to give immediate notice at the office of the Company of any escape of GAS as no deduction may be made from the registration of the meter for the period prior to provision of notice by the Customer.

D. Right to Shut Off Supply of Gas

Should any leak in the mains, pipe, service pipe, fixtures or connections be reported to or discovered by any employee of the Company, the Company shall have the right to shut off the supply of gas until satisfactory repairs have been made. Disconnections will be made pursuant to Chapter 815 of the MPUC Rules and Regulations.

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Darrel Quimby

Docket No. 08-189

#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### 10. DISCONNECTION AND TERMINATION OF SERVICE

A. Authority for Disconnection of a Residential Customer

The disconnection of a residential customer and provisions for restoration of service shall be governed by MPUC Rules and Regulations, Chapter 815.

B. Authority for Disconnection of a Non-Residential Customer

The disconnection of a non-residential customer and provisions for restoration of service shall be governed by MPUC Rules and Regulations, Chapter 815.

C. Reconnection Charge

As a condition precedent to the restoration of service discontinued by reason of non-payment of bills, violation of these Terms & Conditions, fraudulent use of gas or dangerous conditions on the Customer's premises, the Company may require the payment of the Charge for Establishment of Service under Section 12.

D. Collection Service Charge

If a Company employee visits the Customer's premises for the purpose of disconnecting the Customer's service for non-payment and, in order to prevent disconnection at his or her premises, the Customer pays the overdue amount or enters into a payment agreement, there will be a service charge as defined in Section 12.H.3 in addition to any other charges applicable under these Terms and Conditions.

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Docket No. 08-189

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#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### **10. DISCONNECTION AND TERMINATION OF SERVICE (continued)**

E. Charges for Returned Checks

If a bank dishonors a check given to the Company by a Customer, the Company will charge the Customer the maximum amount specified by the MPUC pursuant to Chapter 870 of the MPUC Rules and Regulations for each account to which the check was applied.

F. Disconnection of Leased or Rented Property

Before disconnecting a leased or rented single-meter, multi-unit dwelling, the Company shall:

- (1) Comply with the notice requirements in Chapter 815, Section 10 of the MPUC Rules and Regulations; and
- (2) Assess, against the landlord, a collection fee of \$100.00 in addition to any applicable reconnection fee set forth in Section 10.C of these Terms and Conditions; and
- (3) At the Company's option, the Company shall separately meter or cause to be separately metered each dwelling unit within the property. The costs to separately meter each dwelling until shall be due and owing from the landlord as a just and reasonable charge for service performed by the Company; and
- (4) Apply an existing deposit to the current account balance; and
- (5) File a lien authorized by Title 35-A M.R.S.A., Section 706 and seek a writ of attachment; and
- (6) Notify the Consumer Assistance Division of the actions taken pursuant to this Term and Conditions and their results.

Effective Date: April 16, 2008

Darrel R.Quimby

Docket No. 08-189

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#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### 10. DISCONNECTION AND TERMINATION OF SERVICE (continued)

G. Termination Notice

Customers who wish to discontinue service must give reasonable notice to that effect to any business office of the Company.

Notice to discontinue service prior to the expiration of a contract term will not relieve a customer from any minimum or guaranteed payment under any contract or rate entered into under the Negotiated Service.

#### H. Final Bill

The customer is liable for service taken until proper notice is given the Company as provided and thereafter until the meter has been read but such liability shall not exceed seven (7) days from the time notice has been given and as may further be provided in Section 10.B of Chapter 815 of the MPUC Rules and Regulations. The final bill for service is then due and payable upon presentation.

I. Completion of Term

If, by reason of any act, neglect, or default of a customer, the Company's service is suspended, or the Company is prevented from supplying service in accordance with the terms of any contract it may have entered into with the Customer, the monthly Minimum Charge for the unexpired portion of the contract term shall become due and payable immediately as liquidated damages in lieu of the anticipated returns from said contract.

Docket No.: 2018-00301 & 2019-00134

Jamie L. Garland

James L. Granland

**Director Gas Operations** 

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#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### 11. INTEREST ON CUSTOMER OVERPAYMENTS

The Company will provide interest on customer overpayments in accordance with Chapter 815 of the MPUC Rules and Regulations.

A customer overpayment is defined as payment by the Customer to the Company in excess of the correct charge for gas service supplied to the Customer which was caused by erroneous billing by the Company.

The rate of interest on customer overpayments shall be the interest rate on customer deposits for the service classification under which the Customer was billed. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit or late payment rate, compounded monthly, until the date when the overpayment was refunded.

The Company will be required to pay interest, in the manner described above, on any refund returned to a Customer, expect where Customer overpayments are refunded within thirty (30) days of receipt by the Company.

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## GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### **12.** CHARGES FOR SERVICES

All work done by the Company at the request of the Customer and for the Customer in addition to supplying gas service, will be charged for on the basis of cost as defined herein. For example, the following special services will be handled in this matter.

- A. Installation of temporary service.
- B. Connecting or disconnecting service outside regular business hours at the request of the Customer (unless the connecting of service is requested as the result of prior discontinuance for non-payment, in which case Section 10.C of this Schedule will apply).
- C. Relocation of Company-owned service pipes or mains at the request of the Customer.
- D. Making temporary changes to accommodate Customer's desires.
- E. Upon Customer's request, the Company will turn on gas fired furnaces for a charge equal to the Company's cost to provide such service, except the initial turn on for which no charge will be made. A charge equal to the Company's cost will also be made when the Company turns off a gas fired furnace. The Company will also inspect gas fired furnaces for a charge equal to its cost to provide such service. This will be primarily a visual inspection of the installed equipment and assessment of the exterior quality of the vent connector, as well as checking all operating and safety controls, including the thermostat, for proper function. The inspection will show the Customer any work or repairs needed, but does not include the making of such repairs.

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## GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### 12. CHARGES FOR SERVICES (continued)

- F. Except in cases where the work required is due to a failure in the Company's equipment or in the supply of GAS all work done by the Company at the request of the Customer and for the Customer, in addition to supplying gas service will be charged for on the basis of cost as defined herein. The Company is not equipped to inspect, repair or adjust all of the Customer's appliances but, in cases of emergency, or in the instance where the Company is equipped and reasonably able to do such work, this work will be done upon the request of the Customer.
- G. Definition of Cost

Cost will include labor, transportation, material and overhead as follows:

- (1) Labor cost shall be the applicable payroll rate including a pro rata share of vacation, holiday, and lost time, related insurance, retirement and tax expenses.
- (2) Transportation cost shall include the use of vehicles at rates covering operating, maintenance and carrying charges.
- (3) Material cost shall be at manufacturers' list prices or in the event no such list prices are available, at the Company's storeroom cost plus appropriate storeroom overheads, and applicable sales tax, if any.
- (4) Overhead cost shall include supervision, small tools, office costs, engineering, drafting, administration and inspection and shall be applied at the appropriate rate to the foregoing items.
- (5) An increase in costs equal to 9.75% as a proxy corporate return.

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Darrel R. Quimby

Docket No. 01-236

#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### 12. CHARGES FOR SERVICES (continued)

- (5) In each instance, during ordinary working hours one-half (1/2) hour will be considered as the minimum and during other hours, the minimum shall be three-quarters (3/4) of an hour.
- H. Schedule of Fees for Regularly Performed Services

1.	Connect/Disconnect During Normal Hours:	\$25.00
2.	Billing and Usage History Beyond 2 Years:	\$29.00
3.	Collection Fee:	\$15.00

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Darrel R. Quimby

Docket No. 01-236

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#### GENERAL TERMS AND CONDITIONS

## Section A: Topics Relating to All Customers

#### **13.** SAFETY AND INSPECTION

A. Safe Equipment for All Customers

Service will be supplied only to customers whose installations are in accordance with municipal ordinances and with the rules of the Company. All service shall conform to Chapter 42 of the MPUC Rules and Regulations.

B. Alternate Fuel Facilities

Where service provided hereunder is subject to the Customer maintaining alternate fuel facilities, the Company reserves the right to conduct an on-site inspection of such facilities at any time to determine whether the facilities are properly installed, maintained, functioning and capable of serving the Customer's energy requirements at a level equivalent to the natural gas delivered hereunder, or as specified in the Customer's Service Agreement.

C. Access to Premises

All customers shall grant access to authorized Company personnel at any reasonable time for the purpose of inspecting gas-using equipment to ensure it is safe and conforms to Federal and State safety regulations.

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Darrel R. Quimby

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## GENERAL TERMS AND CONDITIONS

## Section A: Topics Relating to All Customers

#### 14. LIABILITY

The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond its control, or through ordinary negligence of employees, servants or agents, the Company will not be liable therefor.

Neither by inspection or non-rejection, nor in any other way, does the Company give any warranty expressed or implied, as to the adequacy, safety, or other characteristics or any structures, equipment, pipes, appliances, or devices owned, installed or maintained by the Customer or leased by the Customer from third parties.

The Company will not be liable for any injury, casualty, or damage resulting in any way from the supply or use of gas or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the Customer's premises, except injuries or damages resulting from the negligence of the Company.

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Darrel R. Quimby

Docket No. 01-236

#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### 15. UNUSUAL CONDITIONS AND INCREASED LOADS

- A. Where the Company cannot be assured that the business to be served will be permanent, or where unusual expenditures are necessary to supply service because of the location, size, or character of the Customer's installation, extensions will be constructed only when customers' contributions toward the cost of the extension or other satisfactory arrangement is sufficient to compensate the Company for the investment and expense involved.
- B. Customer shall give the Company reasonable advance notice, preferably in writing, or any proposed increase in service required, setting forth in such notice the amount, character, and the expected duration of time the increased service will be required. If such increase in load necessitates added or enlarged facilities (other than metering equipment) for the sole use of any non-residential space heating or industrial customer, the Company may require Customer to make a reasonable contribution to the cost of adding or enlarging the facilities whenever Customer fails to give assurance, satisfactory to the Company, that the taking of the increased service shall be of sufficient duration to render the supply thereof reasonably compensatory to the Company. The Customer or the Company may apply to the MPUC for a ruling as to the necessity for and reasonableness of the contribution required.

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Page 16.0 Second Revision

#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### **16.** FORCE MAJEURE

Neither of the parties hereto shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, failure of transportation pipeline, the binding order of any court of governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

Effective Date: February 17, 2003

Darrel R. Quimby

Docket No. 01-236

Page 17.0 Second Revision

#### GENERAL TERMS AND CONDITIONS

## Section A: Topics Relating to All Customers

# 17. INCREASE IN PRICES AND CHARGES APPLICABLE WHERE SERVICE IS SUPPLIED

The prices and charges for service under all service classifications, including the Minimum Charge, will be subject to any sales taxes imposed on the Company's gas service pursuant to the Maine State Tax Laws, and any such sales taxes shall be reflected separately on the Customer's bill.

Effective Date: February 17, 2003

Darrel R. Quimby

Docket No. 01-236

Page 18.0 Fourth Revision

#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### **18. PROMOTIONAL ALLOWANCES**

The Company may, from time to time, offer promotional allowances for the purposes of encouraging the selection, use or increased usage of the Company's service. New promotional allowance programs will not require prior approval by the MPUC, but will be described in filed rate schedules 30 days prior to start of the promotion. The Company shall have the authority to interpret and administer any and all promotional allowances. The Customer accepts the Company's administration and interpretation of its promotional allowances. Customer appeals may be directed to the Consumer Assistance and Safety Division (CASD) of the MPUC.

Any incurred costs resulting from offering conversion rates to customers will be treated below the line for accounting purposes and will not be recovered from other customers.

Effective Date: March 3, 2017

Brian Hawley

Docket No. 2017-00021

#### GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### **18.1 CURRENT PROMOTIONAL ALLOWANCES**

**Eligibility:** Program Participants, subject to the terms and conditions listed below, are applicants for a conversion rebate at properties that have not previously received natural gas service. Program Participants must demonstrate that the conversion rebate is used to add new heating load to the Company's service. The subdivision of existing facilities currently using natural gas are not eligible for a conversion rebate. New construction facilities are not eligible for a conversion rebate.

By applying for or using a conversion rebate the Program Participant agrees to be bound by the following terms and conditions:

- Program Participant must execute a Maine Natural Gas Installation Agreement.
- Program Participant must convert, at a minimum, the primary heating system to the Company's service and begin using gas service.
- The Program Participant must submit a Maine Natural Gas Conversion Rebate form, with supporting documentation, to the Company within 180 days of the gas service becoming active.
- If a Program Participant elects to take advantage of a conversion rebate, but does not remain a Customer for 36 consecutive months, the Program Participant shall immediately upon the disconnection of the meter return any and all conversion rebate funds received back to MNG
- In the event the Program Participant of record at the property relating to the conversion rebates changes, the Company may consider the subsequent Customer's time of use towards the 36 month requirement. The Program Participant is responsible for refunding the conversion rebate amount even if the Program Participant no longer owns the property for which service was installed if the gas service does not remain active for 36 months. This requirement is not prorated.
- Under no circumstances will Maine Natural Gas provide the Program Participant with a cash payment for any unused portion of the rebate.

Effective Date: March 3, 2017

Brian Hawley

Docket No. 2017-00021

## GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

#### **18.1 CURRENT PROMOTIONAL ALLOWANCES** (continued)

- This conversion rebate may not be combined with any other offer issued by Maine Natural Gas.
- Failure to adhere to these terms and conditions may result in the Program Participant being ineligible to receive a conversion rebate. The Company reserves the right to verify any and all information provided to the Company.
- Participation in this program is voluntary.
- Modification or Termination: MNG reserves the right to modify, discontinue, or terminate a conversion rebate, or any aspect thereof, at any time, with such notice as required by 35-A M.R.S. § 307. Any modified terms will also be posted to the Company website and will be submitted to the Commission's Case Management System with an effective date indicated therein. MNG's decisions on all matters regarding this conversion rebate are final.

Effective Date: December 15, 2017

Brian Hawley

Docket No. 2017-00021

Page 18.1.2 Original

## GENERAL TERMS AND CONDITIONS

#### Section A: Topics Relating to All Customers

## **18.1 CURRENT PROMOTIONAL ALLOWANCES** (continued)

#### A. Residential

1. The Company will make available to all Residential Program Participants in its service territory a rebate of up to \$1,500.00 per meter of the actual cost of heating system conversion subject to the terms and conditions stated above.

#### B. Non-Residential

1. The Company will make available to all Non-Residential Program Participants in its service territory a rebate of up to \$1,500.00 per meter of the actual cost of heating system conversion subject to the terms and conditions stated above.

Effective Date: March 3, 2017

Brian Hawley

Docket No. 2017-00021

Page 19.0 Second Revision

#### GENERAL TERMS AND CONDITIONS

#### Section B: Topics Relating Solely to Sales Customers

#### **19. RESALE OF GAS**

The Customer shall not sell to others any of the gas service furnished by the Company. No service will be supplied through a master meter for sub-metering or resale unless specifically authorized by the Company.

Effective Date: February 17, 2003

Darrel R. Quimby

Docket No. 01-236

Page 20.0 Fifth Revision

#### GENERAL TERMS AND CONDITIONS

#### Section B: Topics Relating Solely to Sales Customers

#### 20. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF GAS

Customers taking service under service classifications RS, GS-1, or GS-2 will be charged at the Index Price Option rate (IPO) for all natural gas usage. The IPO calculation is described below:

#### A) Index Price Option (IPO)

The Company shall compute the monthly IPO rate to charge its customers and such IPO rate is comprised of three (3) major components: 1) the Commodity Cost of Gas, 2) Demand Cost of Gas, and 3) Gas Cost Reconciliation Mechanism. Such a rate shall be applied to all firm gas billed under this schedule.

The monthly Commodity Cost of Gas component is comprised of: 1) the New York Mercantile Exchange (NYMEX) Natural Gas Spot Closing Settlement price for the month, and 2) basis differential(s).

#### **Basis Differential**

The basis differential component of the IPO rate will be computed as follows:

- 1) The Company may enter contracts with suppliers for the basis differential component of some or all of its IPO gas supply cost;
- To the extent the Company does not hedge the basis differential component, prior to the specific IPO period, the Company will then forecast the basis differential for the IPO based upon the weighted average basis to the Company's citygates for the specific IPO period;
- 3) The basis component will also include a forecast of the variable pipeline and any supplier demand charges for the month.

Docket No.: 2018-00301 & 2019-00134

Jamie L. Garland

James L. Granland

Director Gas Operations

Page 20.0.1 Sixth Revision

#### GENERAL TERMS AND CONDITIONS

#### Section B: Topics Relating Solely to Sales Customers

#### 20. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF GAS (continued)

#### Demand Cost of Gas

The Demand Cost of Gas will be the pipeline capacity component of the bill, including any applicable credit support charges. The pipeline capacity component will reflect changes in the current FERC pipeline rates. The demand cost calculation will be the estimated total annual pipeline demand charges for Capacity Allocated to Sales Customers divided by the forecast annual usage of all Sales Customers. The estimated total annual pipeline demand charges for capacity will be reduced by 100% of the estimated capacity release value and offsystem sales, net of gas costs.

#### Gas Cost Reconciliation Mechanism

The Gas Cost Reconciliation Mechanism may be comprised of adjustments associated with the Annual Reconciliation Mechanism and the Gas Cost Reconciliation-Interim Mechanism.

#### (1) <u>Annual Reconciliation Mechanism</u>

The Company will reconcile the difference between the actual annual IPO cost of gas and the annual IPO revenues for the period July 1 through June 30, and charge or credit IPO customers their proportionate share of the difference in rates commencing on the immediately following September 1 or such date approved by the Commission. The amount over- or under-collected will be divided by the projected IPO usage for the following year to determine the reconciliation charge or credit per therm for the year, subject to MPUC review and approval. If at the end of the reconciliation period, the reconciliation charge or credit has not fully been recovered or passed through to customers, the balances will be carried through to the next reconciliation period.

Effective Date: June 1, 2016

Brian Hawley

Docket No. 2016-00014

Page 20.0.1.1 Original

#### GENERAL TERMS AND CONDITIONS

#### Section B: Topics Relating Solely to Sales Customers

#### 20. ADJUSTMENT OF RATES IN ACCORDANCE WITH CHANGES IN THE COST OF GAS (continued)

#### (2) Gas Cost Reconciliation-Interim Mechanism

The Gas Cost Reconciliation-Interim may be applied during the period ending August 31 to provide for interim refunds or surcharges. Interim refunds or surcharges will be permitted for the purpose of preventing a large over-collection or under-collection balance from accruing by August 31.

#### Total IPO Cost of Gas

The Total IPO Cost of Gas is the sum of: (a) the Total Commodity Cost of Gas, (b) Total Demand Cost of Gas, and (c) Total Gas Cost Reconciliation Mechanism.

The IPO rate shall computed to the nearest \$0.0001 per therm and shown on each customer's bill.

#### Reporting and Filing of IPO

The Company shall submit a monthly IPO statement to the MPUC showing the IPO rate computation. If during the reconciliation year the Company's IPO over / under recoveries of gas costs become material, the Company may file an intraperiod adjustment called the Gas Cost Reconciliation-Interim Mechanism.

The Company will submit an annual reconciliation statement to the MPUC on July 15 each year, showing the IPO reconciliation adjustment computation for the upcoming IPO year.

Brian Hawley

Effective Date: June 1, 2016

# **Maine Natural Gas**

#### PRICES - Index Price Option (\$/Therm) With Adjustment for Cost of Gas

Description		<u>Amount</u>
IPO Commodity Cost of Gas: NYMEX Natural Gas Spot Month Closing Settlement Price Basis Differential (±)	\$ <u>\$</u>	X.XXXX X.XXXX
Total IPO Commodity Cost of Gas (\$/Therm)	<u>\$</u>	X.XXXX
<u>IPO Demand Cost of Gas</u> : Net Algonquin Gas Transmission Pipeline Demand Charge Net Maritimes & Northeast Pipeline Demand Charge	\$ \$	X.XXXX X.XXXX
Total IPO Demand Cost of Gas (\$/Therm)	<u>\$</u>	X.XXXX
<u>IPO Gas Cost Reconciliation Mechanism</u> : Annual Reconciliation Mechanism July 2019 – June 2020 (±) Gas Cost Reconciliation-Interim Mechanism July 20XX – June 20XX (±) <b>Total IPO Gas Cost Reconciliation Mechanism (\$/Therm)</b>	\$ <u>\$</u>	(0.0478) <u>X.XXXX</u> <u>X.XXXX</u>
Total Cost of Gas (\$/Therm)	<u>\$</u>	X.XXXX

Docket No. 2020-00178

Docket No. 2020-00178 Effective Date: September 1, 2020

Effective Date: September 1, 2020

Jamie L Garland

me L. Granlard

**Director Gas Operations** 

Page 20.1 Sixth Revision

#### GENERAL TERMS AND CONDITIONS

# Section B: Topics Relating Solely to Sales Customers

20.1 Canceled

Docket No.: 2018-00301 & 2019-00134

Jamie L. Garland

James L. Granland

Director Gas Operations

Effective Date: August 1, 2020

Page 20.1.1 Seventh Revision

#### GENERAL TERMS AND CONDITIONS

## Section B: Topics Relating Solely to Sales Customers

**20.1.1** Canceled

.

Docket No.: 2018-00301 & 2019-00134

Jamie L. Garland

James L. Granland

Director Gas Operations

Page 20.1.1.1 First Revision

#### GENERAL TERMS AND CONDITIONS

## Section B: Topics Relating Solely to Sales Customers

**20.1.1.1** Canceled

.

Docket No.: 2018-00301 & 2019-00134

Jamie L. Garland

James L. Granland

Director Gas Operations

Page 20.1.2 Fourteenth Revision

#### GENERAL TERMS AND CONDITIONS

# Section B: Topics Relating Solely to Sales Customers

20.1.2 Canceled

.

Docket No.: 2018-00301 & 2019-00134

Jamie L. Garland

James L. Granland

Director Gas Operations

#### GAS TERMS & CONDITIONS

#### MAINE NATURAL GAS CORPORATION

#### Section B: Topics Relating Solely to Sales Customers

#### 20. Budget Payment Plan

The Budget Payment Plan (BPP) option is available to eligible customers to help avoid and budget against high energy bills in the winter months by spreading those costs throughout the year. It is the intent of this BPP is to make a customer's monthly payments as level as practical, subject to reconciliation at the end of the twelve month budget period when monthly bills will be compared to actual amounts due, and a charge or credit will be applied to the customer representing the "customer's balance amount". However, during this twelve month budget period it may be determined by the Company to be necessary to change (increase or decrease) the amount billed monthly to the customer on the Plan in an effort to avoid the buildup of a large over- or under- collection in the customer's balance amount, that would otherwise be required to be paid or reimbursed at the end of the billing year.

The BPP normally commences with the September bill and ends with the following August bill, and is subject to the following conditions:

- A. Eligible Customers:
  - 1. Eligible customers include

Individually metered residential and commercial customers where sufficient information, such as 12 months of gas usage history or previous non-gas fuel usage, is available to allow the Company to reasonably estimate annual gas usage.

- 2. Eligibility requirements include:
  - a. Customer has no outstanding arrears on their account at the time their plan starts, or agrees to amortize the arrears amount.
  - In the event that a customer has been involuntarily removed from BPP for non-payment, customer has made payment of all past due billed BPP amounts.

Docket No.: 2018-00301 & 2019-00134

Jamie L. Garland

James L. Granland

Effective Date: August 1, 2020

Director Gas Operations

#### GAS TERMS & CONDITIONS

#### MAINE NATURAL GAS CORPORATION

# Section B: Topics Relating Solely to Sales Customers

- 3. Participation is subject to approval by the Company.
- 4. Eligible customers may join in any month.

#### B. Billing

1. For customers participating in this Budget Payment Plan:

a. The BPP will be calculated using a variable index commodity charge based on projected gas market futures pricing for the budget period. Subject to adjustment of monthly amounts (as further described below), anticipated bills for the budget period will be equally apportioned among the lesser of twelve (12) months, or the remaining months of the budget period including the settlement month, regardless of the actual consumption during the month;

b. The following August will be the settlement month, at which time bills for actual use will be balanced against the actual BPP amounts paid and the difference will be due payable with the due date of the August bill;

c. If a customer elects to only pay their billed BPP amount, the balances will be resolved by equally dividing the over- or under- collection over the following BPP period;

d. If a customer elects to withdraw from the BPP the customer would then be subject to section D.1 Withdrawing from the Plan.

C. Adjustments to the BPP Monthly Amounts

1. The Company will monitor the difference between actual cost incurred and the BPP monthly amounts paid, and may make positive or negative adjustments to the estimated BPP monthly amounts with the April bill if necessary, to help avoid large over- or under-collection in the settlement month. Notification of the change to the monthly BPP amount will be reflected on the customers April bill.

Docket No.: 2018-00301 & 2019-00134

Jamie L. Garland

James L. Granlard

Effective Date: August 1, 2020

**Director Gas Operations** 

#### GAS TERMS & CONDITIONS

MAINE NATURAL GAS CORPORATION

#### Section B: Topics Relating Solely to Sales Customers

2. Customers who elected the Fixed Price Option (FPO) pricing September 1, 2019 through August 31, 2020 may choose to not participate in the April BPP adjustment by notifying MNG by April 1st. The customers will be contacted by the Company during the month of March via phone or email to determine if they will not participate in the April BPP adjustment.

3. In unusual circumstances positive or negative adjustments to the BPP monthly amounts may be made at any time as necessary to help avoid large over- or undercollection in the settlement month. The Company will attempt to contact customers via phone, email or mail of the proposed change, prior to changes taking effect.

#### D. Withdrawing from the Plan

1. Participating customers may voluntarily withdraw from the Plan at any time. Any overor under- payment balance will be credited or charged respectively at the time of customer withdrawal. The total outstanding balance becomes due and payable within 30 days.

2. Participating customers will automatically be withdrawn from the Plan if two consecutive BPP billed payments are missed. The total outstanding balance becomes due and payable within 30 days.

Docket No.: 2018-00301 & 2019-00134

Jamie L. Garland

James L. Granland

**Director Gas Operations** 

Effective Date: August 1, 2020

#### GENERAL TERMS AND CONDITIONS

#### Section C: Topics Related Solely to Transportation Customers

#### 21. NOMINATIONS, SCHEDULING AND BALANCING RECEIPTS AND DELIVERIES OF CUSTOMER-OWNED GAS

#### A. Nomination and Scheduling

Prior to the start of each month (the exact lead-time depends upon specific arrangements required by the involved pipelines, producers, etc), the Customer or his designated agent will advise the Company of the daily quantity of gas to be transported during the next monthly period. Failure to notify the Company will cause the daily nomination to go to zero (0) Dth/Day for the next monthly period.

Customers or their designated agents may renominate or change the daily quantity (subject to capacity limitations and the requirements of the Company's upstream pipelines(s)) of gas to be transported during any monthly period. To make such a change, customers must notify the Company by 9:00 AM Eastern Clock Time one (1) day prior to the day the change is to take effect to allow Company dispatchers to make the necessary arrangements with other gas controllers to effectuate deliveries. Notice may be given by telephone.

Except weekends and holidays, the Company may accept mid-day changes in nominations, provided such changes can be confirmed by all affect upstream pipelines.

#### B. Daily Balancing

The Customer or Customer Pool has an imbalance on the Company's system when the quantity of Customer-owned gas received by the Company on any day and the corresponding quantity of gas delivered to the Customer's facilities, adjusted for losses, are not equal. Any positive or negative daily imbalances shall be cashed-out as stated below. Such daily cash-outs shall be summed and billed on a monthly basis to the Customer's designated agent.

Effective Date: February 17, 2003

Darrel Quimby

Docket No. 01 236

Page 21.1 Third Revision

#### GENERAL TERMS AND CONDITIONS

#### Section C: Topics Related Solely to Transportation Customers

# 21. NOMINATIONS, SCHEDULING AND BALANCING RECEIPTS AND DELIVERIES OF CUSTOMER-OWNED GAS (continued)

B. Daily Balancing (continued)

(1) For negative imbalance cash-outs, the Customer's agent shall pay one hundred percent (100%) of the Maximum Daily Gas Index per therm for all quantities between zero percent (0%) and five percent (5%) deviation plus one hundred ten percent (110%) of the Maximum Daily Gas Index per therm for all quantities between five percent (5%) and ten percent (10%) deviation, plus one hundred twenty percent (120%) of the Maximum Daily Gas Index per therm for all quantities between ten percent (10%) and fifteen percent (15%) deviation, plus one hundred thirty percent (130%) of the Maximum Daily Gas Index per therm for all quantities in excess of fifteen percent (15%) deviation from usage.

Effective Date: July 1, 2006

Darrel Quimby

Docket No. 06-130

Page 21.2 Third Revision

#### GENERAL TERMS AND CONDITIONS

#### Section C: Topics Related Solely to Transportation Customers

# 21. NOMINATIONS, SCHEDULING AND BALANCING RECEIPTS AND DELIVERIES OF CUSTOMER-OWNED GAS (continued)

C. Daily Balancing (continued)

(2) For positive imbalance cash-outs, the Customer's designated agent shall be paid as follows:

Excess gas delivered to the city gate will be purchased from the Customer at the following rates: one hundred percent (100%) of the Minimum Daily Gas Index per therm for all quantities between zero percent (0%) and five percent (5%) deviation plus ninety percent (90%) of the Minimum Daily Gas Index per therm for all quantities between five percent (5%) and ten percent (10%) deviation, plus eighty percent (80%) of the Minimum Daily Gas Index per therm for all quantities between ten percent (10%) and fifteen percent (15%) deviation, plus seventy percent (70%) of the Minimum Daily Gas Index per therm for all quantities in excess of fifteen percent (15%) deviation from usage.

(3) Attached is an example of the Daily Balancing calculation described in sections (1) and (2) above.

Darrel Quimby

Docket No. 06-130

				Custo	Customer Owned Gas	d Gas									Algonquin
		Received at	MNG Citygate	Losses	Noms	Delivered		Delivered							Minimum
		(nominated	(scheduled	at	less	to Cust.	Station	to Cust.		Total		Deviation in dth	n in dth		Daily
		per Agent)	per NYSEG)	0.30%	Losses (	(metered)	Btu	(metered) Imbalance	Imbalance	Positive	5.0%	10.0%	15.0%		Price
Day	Date	(dth)	(dth)	(dth)	(dth)	(Mcf))	Factor	(dth)	(dth)	Imbal	0% to 5%	5% to 10%	10% to 15%	> 15%	\$/dth
		50	50	0.15	49.85	51	1.0500	53.55	-3.70	0.00	0.00	00.00	00.00	0.00	7.450
2		20	50	0.15	49.85	48	1.0500	50.40	-0.55	0.00	0.00	0.00	0.00	0.00	7.250
e		55	55	0.17	54.84	54	1.0500	56.70	-1.87	0.00	0.00	0.00	0.00	0.00	7.250
4		55	55	0.17	54.84	54	1.0500	56.70	-1.87	0.00	00.0	00.00	0.00	0.00	7.250
5		55	55	0.17	54.84	53	1.0500	55.65	-0.82	0.00	0.00	0.00	0.00	0.00	7.250
9		55	55	0.17	54.84	53	1.0500	55.65	-0.82	0.00	0.00	0.00	0.00	0.00	7.650
7		20	50	0.15	49.85	54	1.0500	56.70	-6.85	0.00	0.00	0.00	00.00	0.00	8.040
ω		50	50	0.15	49.85	53	1.0500	55.65	-5.80	0.00	0.00	0.00	0.00	0.00	7.800
<b>б</b>		55	55	0.17	54.84	50	1.0500	52.50	2.34	2.34	2.34	0.00	0.00	0.00	7.700
10		55	55	0.17	54.84	49	1.0500	51.45	3.39	3.39	2.75	0.63	00.00	0.00	7.700
1		55	55	0.17	54.84	53	1.0500	55.65	-0.82	0.00	0.00	0.00	0.00	0.00	7.700
12		55	55	0.17	54.84	54	1.0500	56.70	-1.87	0.00	0.00	0.00	0.00	0.00	7.650
13		55	55	0.17	54.84	51	1.0500	53.55	1.29	1.29	1.29	00.00	0.00	0.00	8.100
14		50	50	0.15	49.85	53	1.0500	55.65	-5.80	0.00	0.00	0.00	0.00	0.00	8.130
15		20	50	0.15	49.85	49	1.0500	51.45	-1.60	0.00	0.00	00.00	0.00	0.00	8.320
16		20	50	0.15	49.85	46	1.0500	48.30	1.55	1.55	1.55	00.00	0.00	0.00	8.400
17		55	55	0.17	54.84	50	1.0500	52.50	2.34	2.34	2.34	00.00	0.00	0.00	8.400
18		55	55	0.17	54.84	45	1.0500	47.25	7.59	7.59	2.75	2.75	2.09	0.00	8.400
19		55	55	0.17	54.84	53	1.0500	55.65	-0.82	0.00	0.00	0.00	0.00	0.00	8.400
20		55	55	0.17	54.84	54	1.0500	56.70	-1.87	0.00	0.00	00.00	0.00	0.00	8.280
-		09	60	0.18	59.82	56	1.0500	58.80	1.02	1.02	1.02	0.00	0.00	0.00	8.220
~		09	60	0.18	59.82	56	1.0500	58.80	1.02	1.02	1.02	00.00	0.00	0.00	8.100
~		09	60	0.18	59.82	62	1.0500	65.10	-5.28	0.00	0.00	00.00	0.00	0.00	7.700
24		99	60	0.18	59.82	57	1.0500	59.85	-0.03	0.00	0.00	00.00	0.00	0.00	7.700
10		55	55	0.17	54.84	53	1.0500	55.65	-0.82	0.00	0.00	0.00	0.00	0.00	7.700
6		55	55	0.17	54.84	58	1.0500	60.90	-6.07	0.00	0.00	0.00	0.00	0.00	7.800
27		60	60	0.18	59.82	62	1.0500	65.10	-5.28	0.00	0.00	00.00	0.00	0.00	7.900
28		60	60	0.18	59.82	66	1.0500	69.30	-9.48	0.00	0.00	00.00	0.00	0.00	7.770
29		65	65	0.20	64.81	72	1.0500	75.60	-10.80	0.00	0.00	0.00	0.00	0.00	7.800
30		65	65	0.20	64.81	62	1.0500	65.10	-0.30	0.00	0.00	0.00	0.00	0.00	8.020
31		65	65	0.20	64.81	60	1.0500	63.00	1.81	1.81	1.81	0.00	0.00	0.00	8.020
_					10										A second
		1 730 00	Jaily Imbalances and Cash Out		1 70/ 81 1 601 00	1 601 00		1 776 FE	50 7A	10 20	16 0F	2 20			Average
		00.001,1	UU.UC / I	0.13	1,124.01	1,031.00		0.011,1	+1.00-	70.22	0.01	0.03	2.03	0.00	10.1

# Page 21.2.1 First Revision

Effective Date: November 1, 2019

Jamie Garland

Docket No. 2019-00134

**Director Gas Operations** 

$ \begin{array}{                                    $	Sample D	Daily Imbi	Sample Daily Imbalance Calculation	lculation				Negative	Negative Imbalance	e							
ier lo City Gale         Agonqui $3.$ Total         Algonqui $3.$ Total         Deviation inf.         Algonqui $3.$ Total         Total         Deviation inf.         Algonqui $3.$ Total         Total         Deviation inf.         Algonqui         Maximum $3.$ Total         Total         Deviation inf.         Algonqui         Maximum $3.$ Negative         -5.0%         -100%         -160%         -170%         Algonqui $157.$ Negative         -5.0%         -100%			Pavme	ents bv MNG	s to Custon	ner's Aa	ent								Pavments	bv Customer	s Agent to N
No.         No. <th></th> <th></th> <th>for Ex</th> <th>cess Gas D</th> <th>elivered to</th> <th>City Gal</th> <th>e e</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th>Algonquin</th> <th>for Deficit (</th> <th>3as Delivered</th> <th>to City Gate</th>			for Ex	cess Gas D	elivered to	City Gal	e e							Algonquin	for Deficit (	3as Delivered	to City Gate
5.         Total         Total         Derivation turth         Derivation turth <th></th> <th></th> <th>% of M</th> <th>linimum Dail</th> <th>y Gas Inde</th> <th>×</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th>Maximum</th> <th>% of Maxir</th> <th>num Daily G</th> <th>is Index</th>			% of M	linimum Dail	y Gas Inde	×								Maximum	% of Maxir	num Daily G	is Index
Megative         5/0%         -10.0%         -15.0%         -10.0%			100%	90%		70%		Total		Deviation	in dth			Daily	100%	110%	120%
105%         105%         75% </th <th>_</th> <th></th> <th></th> <th>Deviation in</th> <th>n dth</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th>-15.0%</th> <th></th> <th>HIDE</th> <th>Price</th> <th>Deviation i</th> <th>n dth</th> <th></th>	_			Deviation in	n dth						-15.0%		HIDE	Price	Deviation i	n dth	
0.00         0.00         0.37         2.50         1.20         0.00         3.70         2.56         1.20         0.00           0.00         0.00         0.57         0.55         1.57         0.00         0.00         1.57         0.00           0.00         0.00         0.57         0.05         0.00         0.00         1.57         0.00           0.00         0.00         0.85         0.56         0.00         0.00         1.87         0.00           0.00         0.00         0.85         0.26         0.85         0.00         0.00         1.87         0.00           0.00         0.00         0.00         0.00         0.00         0.00         0.85         0.00         0.00           0.00				6 to 10% 10	0% to 15%	^	Total				10% to-15%	`ı	safety check	\$/dth	0% to 5%	5% to 10%	요
0.00         0.00         -0.55         -0.55         0.00         0.00         -1.87         1.87         0.00         0.00         1.87         1.87         0.00         0.00         0.01         1.87         0.00         0.00         0.01         1.87         0.00         0.00         0.00         1.87         0.00         0.00         0.00         0.00         0.01         1.87         0.00	-		0.00	0.00	0.00	0.00	0.00	-3.70	-2.50	-1.20	0.00	0.00	-3.70	7.590	18.98		0.00
000         000         -187         -187         000         000         -187         -187         000           000         000         -187         -187         000         000         -187         -187         000           000         000         -187         -187         000         000         -187         -197         000           000         000         -187         -187         000         000         -187         000 <t< td=""><td>2</td><td></td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>-0.55</td><td>-0.55</td><td>0.00</td><td>0.00</td><td>0.00</td><td>-0.55</td><td>7.330</td><td>4.03</td><td></td><td>00.00</td></t<>	2		0.00	0.00	0.00	0.00	0.00	-0.55	-0.55	0.00	0.00	0.00	-0.55	7.330	4.03		00.00
000         000         000         187         1187         000         000         187         1187         000           000         000         000         000         000         000         000         259         000           000         000         000         000         000         000         259         000           000         000         000         250         250         250         150         2230         2730         537         000           000	ო		0.00	0.00	0.00	0.00	0.00	-1.87	-1.87	0.00	0.00	0.00	-1.87	7.330	13.67	0.00	0.00
000         000         000         082         0.00         0.0	4		00.0	0.00	0.00	0.00	0.00	-1.87	-1.87	0.00	0.00	0.00	-1.87	7.330	13.67	0.00	00.00
0.00         0.00         -0.82         -0.00         0.00         6.34         0.00           0.00         0.00         -6.85         -2.50         -1.85         0.00         6.65         8100         2.23         2.230           0.00         0.00         -6.85         -2.50         -1.85         0.00         0.00         917.3         2.230           0.00         0.00         -6.85         -2.50         -1.86         0.00         0.00         917.3         2.230           0.00         0.00         -0.00         0.00	2		0.00	0.00	0.00	0.00	0.00	-0.82	-0.82	0.00	0.00	0.00	-0.82	7.330	5.97	0.00	0.00
0.00         0.00         6.85         -2.50         -1.85         0.00         6.85         2.20 <th2.20< th="">         2.20         2.20         <t< td=""><td>9</td><td></td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>-0.82</td><td>-0.82</td><td>0.00</td><td>0.00</td><td>0.00</td><td>-0.82</td><td>7.780</td><td>6.34</td><td>0.00</td><td>0.00</td></t<></th2.20<>	9		0.00	0.00	0.00	0.00	0.00	-0.82	-0.82	0.00	0.00	0.00	-0.82	7.780	6.34	0.00	0.00
0.00         0.00         5.80         2.50         2.50         2.60         0.00         17380         19.73         21.70           0.00 <td< td=""><td>7</td><td></td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>-6.85</td><td>-2.50</td><td>-2.50</td><td>-1.85</td><td>0.00</td><td>-6.85</td><td>8.110</td><td>20.28</td><td></td><td>18.00</td></td<>	7		0.00	0.00	0.00	0.00	0.00	-6.85	-2.50	-2.50	-1.85	0.00	-6.85	8.110	20.28		18.00
0.00         0.00 <th< td=""><td>œ</td><td></td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>-5.80</td><td>-2.50</td><td>-2.50</td><td>-0.80</td><td>0.00</td><td>-5.80</td><td>7.890</td><td>19.73</td><td></td><td>7.57</td></th<>	œ		0.00	0.00	0.00	0.00	0.00	-5.80	-2.50	-2.50	-0.80	0.00	-5.80	7.890	19.73		7.57
0.00         0.00 <th< td=""><td>റ</td><td></td><td>17.98</td><td>0.00</td><td>0.00</td><td>0.00</td><td>17.98</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>8.200</td><td>0.00</td><td></td><td>0.00</td></th<>	റ		17.98	0.00	0.00	0.00	17.98	0.00	0.00	0.00	0.00	0.00	0.00	8.200	0.00		0.00
0.00         0.00         -0.82         -0.82         0.00         0.03         5.80         5.80         5.80         0.00           0.00         0.00         -1.87         -1.87         -1.87         -1.87         -1.87         -1.87         0.00         0.00         -1.87         0.00         0.00         0.00         8.200         2.50         0.00         0.00         0.00         8.460         13.55         0.00	10		21.18	4.40	0.00	0.00	25.58	0.00	0.00	0.00	0.00	0.00	0.00	8.200	0.00	0.00	0.00
0.00         0.00         -1.87         -1.87         0.00         0.00         -1.87         -1.87         0.00	£		0.00	0.00	0.00	0.00	0.00	-0.82	-0.82	0.00	00.0	0.00	-0.82	8.200	6.68	0.00	0.00
0.00         10.01         10.01         0.00         <	12		0.00	0.00	0.00	0.00	0.00	-1.87	-1.87	0.00	0.00	0.00	-1.87	7.810	14.57	0.00	0.00
0.00         0.00         -5.80         -2.50         -0.80         0.00         5.80         2.55         2.56         0.00         0.00         1.35         0.00	13		10.41	0.00	0.00	0.00	10.41	0.00	0.00	0.00	0.00	0.00	0.00	8.220	0.00	0.00	0.00
0.00         0.00         -1.60         -1.60         0.00         0.00         13.55         0.00           0.00         0.00         13.02         0.00 <t< td=""><td>14</td><td></td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>-5.80</td><td>-2.50</td><td>-2.50</td><td>-0.80</td><td>0.00</td><td>-5.80</td><td>8.210</td><td>20.53</td><td>22.58</td><td>7.88</td></t<>	14		0.00	0.00	0.00	0.00	0.00	-5.80	-2.50	-2.50	-0.80	0.00	-5.80	8.210	20.53	22.58	7.88
0.00         0.13 02         0.00	15		0.00	0.00	0.00	0.00	0.00	-1.60	-1.60	0.00	0.00	0.00	-1.60	8.490	13.58	0.00	0.00
0.00         0.00 <th< td=""><td>16</td><td></td><td>13.02</td><td>0.00</td><td>0.00</td><td>0.00</td><td>13.02</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>8.460</td><td>0.00</td><td>0.00</td><td>0.00</td></th<>	16		13.02	0.00	0.00	0.00	13.02	0.00	0.00	0.00	0.00	0.00	0.00	8.460	0.00	0.00	0.00
14/1         0.00         57.90         0.00 <t< td=""><td>17</td><td></td><td>19.61</td><td>0.00</td><td>0.00</td><td>0.00</td><td>19.61</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>8.460</td><td>0.00</td><td>0.00</td><td>0.00</td></t<>	17		19.61	0.00	0.00	0.00	19.61	0.00	0.00	0.00	0.00	0.00	0.00	8.460	0.00	0.00	0.00
0.00         0.00         -0.82         -0.00         0.00         0.8460         6.89         0.00           0.00         0.00         -1.87         -1.87         0.00         0.00         1.87         15.63         0.00           0.00         0.00         0.187         -1.87         0.00         0.00         0.00         8.380         15.63         0.00           0.00         <	18		23.10	20.79	14.01	0.00	57.90	0.00	0.00	0.00	0.00	0.00	0.00	8.460	0.00	0.00	0.00
0.00         0.00         -1.87         -0.00         0.00         -1.87         -0.00         -0	19		0.00	0.00	0.00	0.00	0.00	-0.82	-0.82	0.00	0.00	0.00	-0.82	8.460	6.89	0.00	0.00
0.00         0.00 <th< td=""><td>20</td><td></td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>-1.87</td><td>-1.87</td><td>0.00</td><td>0.00</td><td>0.00</td><td>-1.87</td><td>8.380</td><td>15.63</td><td>0.00</td><td>0.00</td></th<>	20		0.00	0.00	0.00	0.00	0.00	-1.87	-1.87	0.00	0.00	0.00	-1.87	8.380	15.63	0.00	0.00
0.0         0.00         8.26         0.00         0.00         0.00         6.00         5.28         -3.00         0.00         0.00         6.23         5.30         2.325         19.44           0.00         0.00         -5.28         -3.00         0.00         0.00         5.28         7.750         23.25         19.44           0.00         0.00         -0.03         -0.03         0.00         0.00         6.07         23.25         19.44           0.00         0.00         0.00         0.00         0.00         0.00         5.28         0.00         23.35         19.44           0.00         0.00         -0.03         -0.03         0.00         0.00         6.07         23.35         19.44           0.00         0.00         -5.28         -3.00         -3.03         -0.03         20.01         24.00         24.03         24.03           0.00         0.00         -0.03         -3.03         -3.325         -3.325         -1.05         24.03         23.45         28.46           0.00         0.00         -0.03         -0.03         -0.03         0.00         0.00         24.03         28.46         24.46         24.46	21		8.38	0.00	0.00	0.00	8.38	0.00	0.00	0.00	0.00	0.00	0.00	8.360	0.00	0.00	0.00
0.00         0.00         -5.28         -3.00         -2.28         0.00         -5.28         -1.50         23.25         19.44           0.00         0.00         0.00         0.03         -0.03         -0.03         0.00         0.00         0.03         7.750         0.23         0.00           0.00         0.00         0.00         0.00         0.00         0.00         0.03         7.750         6.32         0.00           0.00         0.00         0.00         0.00         0.00         0.00         6.07         8.040         22.11         24.32           0.00         0.00         -5.28         -3.00         -0.25         -2.75 <td< td=""><td>22</td><td></td><td>8.26</td><td>0.00</td><td>0.00</td><td>0.00</td><td>8.26</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>8.230</td><td>0.00</td><td></td><td>0.00</td></td<>	22		8.26	0.00	0.00	0.00	8.26	0.00	0.00	0.00	0.00	0.00	0.00	8.230	0.00		0.00
0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.02         0.03         0.00         0.00         0.03         0.00         0.00         0.03         0.03         0.00         0.00         0.03         0.03         0.00         0.00         0.03         7.750         6.32         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         2.13 <t< td=""><td>23</td><td></td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>-5.28</td><td>-3.00</td><td>-2.28</td><td>0.00</td><td>0.00</td><td>-5.28</td><td>7.750</td><td>23.25</td><td></td><td>0.00</td></t<>	23		0.00	0.00	0.00	0.00	0.00	-5.28	-3.00	-2.28	0.00	0.00	-5.28	7.750	23.25		0.00
0.00         0.00         0.00         0.02         0.02         0.02         0.02         0.02         0.02         0.02         0.02         0.02         0.02         0.02         0.02         0.02         0.02         0.02         0.02         0.02         0.02         0.02         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         27.35         0.00         24.00         24.00         24.03         24.03         24.03         24.03         24.03         24.03         24.03         24.03         24.03         24.03         24.03         26.04         26.04         26.04         26.04         26.04         24.03         26.04         24.03         26.04 </td <td>24</td> <td></td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>-0.03</td> <td>-0.03</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>-0.03</td> <td>7.750</td> <td>0.23</td> <td></td> <td>0.00</td>	24		0.00	0.00	0.00	0.00	0.00	-0.03	-0.03	0.00	0.00	0.00	-0.03	7.750	0.23		0.00
0.00         0.00         6.07         -2.75         -2.75         -0.57         0.00         6.07         8.040         22.11         24.32           0.00         0.00         -5.28         -3.00         -2.75         -0.57         0.00         5.28         8.000         24.10         24.30           0.00         0.00         -5.28         -3.00         -3.00         -3.00         5.28         7.950         24.00         20.06           0.00         0.00         -10.80         -3.25         -3.25         -3.25         -1.05         7.950         23.85         26.24           0.00         0.00         -0.00         -0.00         0.00         0.00         20.00         20.06         20.06           0.00         0.00         -10.80         -3.25         -3.25         -3.25         -1.05         7.960         2.41         0.00           0.00         0.00         0.00         0.00         0.00         0.00         0.00         2.41         0.00           0.00         0.00         0.00         0.00         0.00         0.00         2.41         0.00           0.00         0.00         0.00         0.00         0.00         0.00	25		0.00	0.00	0.00	0.00	0.00	-0.82	-0.82	0.00	0.00	0.00	-0.82	7.750	6.32	0.00	0.00
0.00         0.00         -5.28         -3.00         -2.28         0.00         -5.28         -8.000         24.00         20.06         -           0.00         0.00         -9.48         -3.00         -3.00         -3.00         -0.48         9.48         7.950         23.85         26.24           0.00         0.00         -10.80         -3.25         -3.25         -3.25         -1.05         7.950         23.85         26.24           0.00         0.00         -10.80         -3.25         -3.25         -3.25         -1.05         7.960         27.41         0.00           0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         2.41         0.00           0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         2.41         0.00           0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         2.41         0.00           14.10         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00	26		0.00	0.00	0.00	0.00	0.00	-6.07	-2.75	-2.75	-0.57	0.00	-6.07	8.040	22.11	24.32	5.45
0.00         0.00         -9.48         -3.00         -3.00         -3.00         -3.00         -3.00         -3.00         23.85         26.24           0.00         0.00         -10.80         -3.25         -3.25         -1.05         -10.80         25.87         28.46           0.00         0.00         -0.03         -0.30         0.00         0.00         2.41         0.00           0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         2.41         0.00           0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         2.41         0.00           0.00	27		0.00	0.00	0.00	0.00	0.00	-5.28	-3.00	-2.28	0.00	0.00	-5.28	8.000	24.00	20.06	00.00
0.00         0.00         -10.80         -3.25         -3.25         -3.25         -1.05         7.960         25.87         28.46           0.00         0.00         -0.030         -0.30         0.00         0.00         0.00         2.41         0.00           0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00           0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         2.41         0.00           10.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         2.41         0.00           11.1         0.00         0	28		0.00	0.00	0.00	0.00	0.00	-9.48	-3.00	-3.00	-3.00	-0.48	-9.48	7.950	23.85	26.24	28.62
0.00         0.00         0.00         0.030         0.030         0.170         2.41         0.00           0.00 <td< td=""><td>29</td><td></td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>-10.80</td><td>-3.25</td><td>-3.25</td><td>-3.25</td><td>-1.05</td><td>-10.80</td><td>7.960</td><td>25.87</td><td>28.46</td><td>31.04</td></td<>	29		0.00	0.00	0.00	0.00	0.00	-10.80	-3.25	-3.25	-3.25	-1.05	-10.80	7.960	25.87	28.46	31.04
0.00         0.00         14.48         0.00 <t< td=""><td>30</td><td></td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>-0.30</td><td>-0.30</td><td>0.00</td><td>0.00</td><td>0.00</td><td>-0.30</td><td>8.170</td><td>2.41</td><td>0.00</td><td>0.00</td></t<>	30		0.00	0.00	0.00	0.00	0.00	-0.30	-0.30	0.00	0.00	0.00	-0.30	8.170	2.41	0.00	0.00
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## Page 21.2.2 First Revision

Effective Date: November 1, 2019

Jamie Garland

**Director Gas Operations** 

Page 21.2.3 First Revision

Image         Image <th< th=""><th></th><th></th><th></th><th></th></th<>				
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Effective Date: November 1, 2019

Jamie Garland

Docket No. 2019-00134

Director of Gas Operations

Page 21.3 Third Revision

#### GENERAL TERMS AND CONDITIONS

#### Section C: Topics Related Solely to Transportation Customers

# 21. NOMINATIONS, SCHEDULING AND BALANCING RECEIPTS AND DELIVERIES OF CUSTOMER-OWNED GAS (continued)

D. Company's Obligation to Deliver

In no event will the Company be obligated to deliver a total quantity of gas in excess of the Customer's Maximum Daily Transportation Quantity.

E. End of the Month Imbalance Trading

Imbalance trading of customer-owned gas will be allowed provided the following conditions are met:

- (1) Such trading can be physically accommodated without creating undue operational or billing problems;
- (2) Five (5) business days advance written notice by all parties to potential trading transaction. Designated agents of customers may give notice for their customers;
- (3) All imbalance trading must be completed within one (1) business day of the conclusion of the Gas Month to which the imbalance trades apply; and
- (4) Customer imbalances which remain after imbalance trading will be subject to the cash-out provisions set forth in Terms and Conditions Section 21.B. of this Schedule.

Effective Date: July 1, 2006

Darrel Quimby

Docket No. 06-130

Page 21.4 Third Revision

# GENERAL TERMS AND CONDITIONS

# Section C: Topics Related Solely to Transportation Customers

# 21. NOMINATIONS, SCHEDULING AND BALANCING RECEIPTS AND DELIVERIES OF CUSTOMER-OWNED GAS (continued)

B. Warranty of Title

Customer warrants that it will have good title to all natural gas delivered to the Company for transportation hereunder, and that such gas will be free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify the Company 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.

C. Allowance for Losses

The Customer shall provide the Company with a quantity of gas equal to three tenths of one percent (0.3%) of the amount of Customer-owned gas received by the Company as an allowance for losses incurred in the process of delivery.

Effective Date: November 1, 2019

Jamie Garland

Docket No. 2019-00134

# GAS TERMS & CONDITIONS MAINE NATURAL GAS CORPORATION

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## GENERAL TERMS AND CONDITIONS

#### Section C: Topics Related Solely to Transportation Customers

# 21. NOMINATIONS, SCHEDULING AND BALANCING RECEIPTS AND DELIVERIES OF CUSTOMER-OWNED GAS (continued)

#### H. Capacity Assignment

Pipeline capacity will be released to ESCOs that serve migrating customers in accordance with this section and applicable pipeline tariffs. The release of pipeline capacity shall be applicable to daily metered transportation customers that migrate from sales service on or after January 1, 2016. Any capacity release shall be contingent upon the ESCO meeting pipeline creditworthiness requirements. As part of the Company's annual reconciliation filing, the Company will provide its plan as to whether capacity will be released to ESCOs serving migrating customers for the period beginning September 1 through the following August 31, and provide support for its plan.

The amount of capacity to be released will be a monthly pro-rata share of the pipeline capacity to customers as a percentage of the Maximum Daily Quantity (MDQ) times the total amount of capacity held by MNG as a portion of its design day throughput.

#### I. <u>Capacity Release Program</u>

(1) General:

If it has been determined that the daily metered customers shall be required to accept a release of capacity from MNG, they will be released capacity based upon the Company's pipeline contracts upstream of the Company's citygate.

Capacity that is released by MNG is recallable by the Company, and cannot be re-released by the ESCO.

(2) Administration of Released Assets:

The Company shall administer the release of pipeline capacity associated with the daily metered customer's MDQ, so as to maintain a relationship between the daily metered customer's MDQ and the actual volume of capacity released to an ESCO. In any situation where the Company recalls the released capacity and later reputs the recalled capacity entitlements to the ESCO, the ESCO shall be required to accept such reputs.

# GAS TERMS & CONDITIONS MAINE NATURAL GAS CORPORATION

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#### GENERAL TERMS AND CONDITIONS

#### Section C: Topics Related Solely to Transportation Customers

# 21. NOMINATIONS, SCHEDULING AND BALANCING RECEIPTS AND DELIVERIES OF CUSTOMER-OWNED GAS (continued)

The Company must be notified of a customer's request to switch ESCOs via a letter or electronic communication from both the customer and the ESCO. This letter or electronic communication must be received by the  $15^{\text{th}}$  calendar day of the month prior to the switch date. All switches will occur on the first day of the calendar month.

The Company shall have the right to collect from ESCO's incremental upstream pipeline costs incurred beyond balancing charges upon demonstration by the Company.

- (3) <u>Recall of Capacity Entitlements</u>: The Company may recall the capacity as set forth in Section 23 and 29.
- (4) <u>Release of Capacity</u>:

Release of pipeline capacity shall be carried out in a manner consistent with FERC requirements and the applicable pipeline tariffs pertaining to capacity release.

(5) <u>Rates for Released Capacity</u>:

The rates to be paid by an ESCO taking released capacity shall be the Company's contract rate applicable to the released capacity, plus a pro-rated allocation of credit support charges.

Effective Date: June 1, 2016

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# GENERAL TERMS AND CONDITIONS

# Section C: Topics Related Solely to Transportation Customers

# 21. NOMINATIONS, SCHEDULING AND BALANCING RECEIPTS AND DELIVERIES OF CUSTOMER-OWNED GAS (continued)

(6) <u>Customers Returning to Sales Service</u>:

If Sales Customers incur costs as a result of a Transportation Customer returning to sales service, the customer returning to sales service shall be assessed a monthly charge to cover the incremental supply costs incurred by the Company. Any such charges will be subject to an annual review and included in the annual cost of gas reconciliation filing.

Customers who return to sales service, or customers who migrate from sales service to transportation, will be required to remain with that sales or transportation service for a minimum of 12 months.

The customer must meet the necessary qualifications again if they wish to re-enroll in the daily metered transportation program.

Effective Date: June 1, 2016

Brian Hawley

Docket No. 2016-00014

Director

# GENERAL TERMS AND CONDITIONS

# Section C: Topics Related Solely to Transportation Customers

# 22. OPERATIONAL FLOW ORDERS (OFOs)

The Company, at its sole discretion, shall have the right to issue Operational Flow Orders (OFOs) to transportation customers, and third party suppliers of gas. Such OFOs may be issued to alleviate conditions which threaten the integrity of the Company's system.

The Company shall notify all parties twenty-four (24) hours prior to invoking an OFO via posting on an electronic bulletin board, telephone, facsimile, or letter.

The Company shall issue an OFO as localized as is reasonably practicable based on the Company's good faith and reasonable judgment concerning the situations requiring remediation such that an OFO will be directed: first to OFO recipients causing the problem necessitating the OFO or transporting gas in the area of the system in which there is an operational problem; and second to those OFO recipients transporting gas in the area of the system where action is required to correct the problem.

OFOs may take the following forms:

- A. Limitation of all transporters to deliver specific points.
- B. Directing a transporter to correct imbalances or operate within the limitations on transportation as set forth in the Customer's Transportation Service Agreement or their applicable service classification.

OFO recipients who fail to comply with the OFO shall be subject to charges as provided in these Terms and Conditions, and the non-performance provisions of this tariff and/or the Customer's applicable service classification.

Darrel Quimby

Docket No. 01 236

Effective Date: February 17, 2003

Page 23.0 Third Revision

# GENERAL TERMS AND CONDITIONS

# Section C: Topics Related Solely to Transportation Customers

# 23. CURTAILMENT

The Company may, at its sole discretion, curtail deliveries hereunder on two (2) hours' notice. Notice may be given by telephone.

During upstream events which may result in insufficient gas supply delivered to the Company's city-gate(s), or due to distribution capacity limitations, the Company will endeavor to implement all curtailment plans in a nondiscriminatory manner without regard to which ESCO (or the Company) provides gas service to those customers which may be curtailed. The Company will take any and all actions which in its sole judgment are required to maintain system integrity including recalling capacity. Curtailments shall apply to non-core customers first, and then to core customers.

# Docket No. 2016-00014

Brian Hawley

Page 24.0 Second Revision

# GENERAL TERMS AND CONDITIONS

# Section C: Topics Related Solely to Transportation Customers

# 24. BUYBACK AND COMPENSATION

Service hereunder is subject to the Company's right to purchase from the Customer pipeline capacity and/or gas supply, hereinafter referred to as a Buyback, during periods of interruption on the Company's upstream pipeline(s).

In interruption situations where the Company, at its sole discretion, must buy back gas to meet the demand of core customers, compensation for such buyback shall be the replacement cost of gas diverted or purchased by the Company. The replacement cost of gas for non-core customers shall be the market value of an equivalent quantity of alternate fuel.

Each core customer who receives buyback gas shall pay, in addition to all other applicable prices and charges, the daily weighted average replacement cost of buyback gas for all such buyback quantities received by the Customer.

Where natural gas is diverted from non-core sales customers to core transportation customers, the non-core sales customer shall be compensated for the replacement cost of gas by the Company in the same manner as buyback quantities, as provided in this section.

Effective Date: February 17, 2003

Darrel Quimby

Docket No. 01 236

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# GENERAL TERMS AND CONDITIONS

# Section C: Topics Related Solely to Transportation Customers

# 25. UNAUTHORIZED OVERRUNS

In the event actual gas deliveries to the Customer exceed the Customer's Maximum Daily Transportation Quantity ("MDTQ") or the amount authorized by the Company on a day when partial or complete interruption of gas delivery is requested by the Company, all such excess deliveries shall be termed "unauthorized overruns." The Customer shall be required to pay the Company for such unauthorized overruns an amount equal to the prices of the sales service classification assigned to the Customer's meter, plus any costs or penalties assessed by the upstream pipeline or supplier, plus \$2.50 per Therm.

Effective Date: February 17, 2003

Darrel Quimby

Docket No. 01 236

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# GENERAL TERMS AND CONDITIONS

# Section C: Topics Related Solely to Transportation Customers

# 26. QUALITY OF CUSTOMER-OWNED GAS

Gas delivered by or on behalf of the Customer to the Company shall conform to the upstream pipeline's gas quality standards.

Effective Date: February 17, 2003

Darrel Quimby

Docket No. 01 236

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# GENERAL TERMS AND CONDITIONS

# Section C: Topics Related Solely to Transportation Customers

# 27. HEAT CONTENT AND PRESSURE

Gas delivered to the Customer will be natural gas or a mixture of natural gas and liquefied petroleum gas with a Btu content of pipeline quality with pressure at the option of the Company, but not less than two (2) psig.

Effective Date: February 17, 2003

Darrel Quimby

Docket No. 01 236

# GAS TERMS & CONDITIONS MAINE NATURAL GAS CORPORATION

Page 28.0 Second Revision

# GENERAL TERMS AND CONDITIONS

# Section C: Topics Related Solely to Transportation Customers

# RESERVED

Effective Date: February 17, 2003

Darrel Quimby

Docket No. 01 236

Page 29.0 Third Revision

# GENERAL TERMS AND CONDITIONS

# Section C: Topics Related Solely to Transportation Customers

# 29. REQUIREMENTS OF NON-UTILITY SUPPLIERS OF GAS

## A. Creditworthiness

As a condition of eligibility for transportation service, Transportation Customers' third party suppliers of gas shall be required to establish, to the Company's satisfaction, that they are sufficiently able to provide gas and shall be required to provide proof of their credit worthiness. The Company shall be entitled to undertake such credit searches as it deems necessary and appropriate and to require that it receive sufficient information to establish that the third party supplier is credit worthy. The results of such credit worthiness checks should generally be communicated to the third party supplier within two (2) weeks of receipt of the completed application. If the third party supplier is sufficiently credit worthy, no security shall be required. If a Transportation Customer cannot establish that its third party gas supplier is credit worthy, the credit worthiness requirements can nonetheless be satisfied by the posting of appropriate security acceptable to the Company. The amount of security required shall be at the Company's discretion, but shall be based on the factors of the third party supplier's asset base, its financial strength, the volume of gas that the third party supplier is expected to move on the Company's system, and upon twenty percent (20%) of the third party supplier's Total Annual Quantity ("TAQ") for the prior calendar year multiplied by the Customer's otherwise applicable sales service classification price. Security deposits held by the Company shall accrue interest at the rate specified by the MPUC in accordance with Chapter 870 of the MPUC Rules and Regulations.

Brian Hawley

Effective Date: June 1, 2016

# GAS TERMS & CONDITIONS

# MAINE NATURAL GAS CORPORATION

Page 29.1 Third Revision

# GENERAL TERMS AND CONDITIONS

# Section C: Topics Related Solely to Transportation Customers

# **29. REQUIREMENTS OF NON-UTILITY SUPPLIERS OF GAS (continued)**

## A. Creditworthiness (continued)

The Company will have the right to require additional security within three (3) business days' notice if conditions for the third party supplier changes in any material way or if the Company deems the Transportation Customer or third party supplier is insecure. The types of security that may be required are security deposits, irrevocable letters of credit, guarantees, or such other security as is mutually acceptable to the Company and a Transportation Customer or third party supplier. The Company can modify any and all security requirements based upon changes in volumes the third party supplier is handling on the Company's system.

All of the Company's creditworthiness review standards and requirements shall be imposed on a non-discriminatory basis. Security shall no longer be required where the Company deems that security is no longer needed or when the third party supplier is no longer doing business on the Company's system with the Company's Transportation Customer.

B. Non-Performance

Third party suppliers of gas who fail to perform on the Company's system will be penalized. Penalties shall include costs or penalties incurred by the Company as a result of the third party supplier's failure to perform, suspension from being allowed to operate on the Company's system, monetary penalties such as forfeiture of security deposit and/or permanent exclusion from doing business on the Company's system.

Effective Date: June 1, 2016

Brian Hawley

Page 29.2 Original Revision

# GENERAL TERMS AND CONDITIONS

# Section C: Topics Related Solely to Transportation Customers

# 29. **REQUIREMENTS OF NON-UTILITY SUPPLIERS OF GAS (continued)**

B. Non-Performance (continued)

In addition to the imposed penalties for failure to perform on the Company's system, the Company may recall any company-released upstream pipeline capacity when the third party supplier becomes unqualified to sell gas on the Company's system. References to "recall" of capacity are intended to include all returns to the Company of rights and obligations pertaining to capacity previously released to a third party supplier.

Non-performance is defined as the failure to comply with OFOs, or any other activity which might jeopardize the efficient, reliable operation of the Company's system, including meeting all applicable requirements of the respective pipelines, service providers, and governmental entities having jurisdiction over the relevant assets, and making all required payments to the respective pipelines and service providers.

Brian Hawley

Docket No. 2016-00014

Director

Effective Date: June 1, 2016

#### SERVICE CLASSIFICATION RS

#### **RESIDENTIAL SALES SERVICE**

#### **APPLICABLE TO THE USE OF SERVICE FOR:**

Non-Greater Augusta Residential Customers.

#### **CHARACTER OF SERVICE:**

Continuous - natural gas or a mixture of natural gas and synthetic natural gas with a Btu content of pipeline quality. Normal pressure 7" but not less than 4" water column. At the option of the Company, gas will be supplied at high pressure, where such service is available.

#### **SCHEDULE OF RATE CAPS:**

	June 1,	May 1,	May 1,	May 1,	May 1,	May 1,
	2016 –	2017 –	2018 –	2019 –	2020-	2021 –
	April 30,					
	2017	2018	2019	2020	2021	2026
Customer Charge	\$27.89	\$31.44	\$35.00	\$35.00	\$35.00	\$35.00
First 50 therms	\$0.4398	\$0.5082	\$0.5865	\$0.7013	\$0.8280	\$0.5819
Over 50 therms	\$0.3904	\$0.4512	\$0.5207	\$0.6226	\$0.7351	\$0.5166

#### **ADJUSTMENTS:**

Rate caps may be adjusted to be higher than the Initial Rate Caps if market conditions indicate. The formula for this adjustment will be based on the percentage change in alternate fuel prices (heating oil and propane) as described below.

- a. The percentage change of oil and propane shall be calculated according to the following formulas:
  - i. Heating Oil Index: The heating oil index will be calculated using the historic residential \$/gallon heating oil data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;
  - Propane Index: The propane index will be calculated using the historic residential \$/gallon propane data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;

Effective Date: December 22, 2020

Jamie L. Garland Jamee L. Granland

Docket No. 2015-00005 & 2020-00068

## SERVICE CLASSIFICATION RS

## **RESIDENTIAL SALES SERVICE (continued)**

#### **ADJUSTMENTS** (Continued):

- iii. Residential Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the Residential Tariff Customer Class will be calculated by dividing the Heating Oil Index by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- iv. GS1/GT1 Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the GS1/GT1 Tariff Customer Class will be calculated by dividing the Average of the Heating Oil and Propane Indices divided by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- b. The resulting percentage change shall be applied to existing caps for the applicable customer class to get the new caps.
- c. The Alternate Fuel Price Index will be calculated separately for the Residential and GS1/GT1 Tariff Customer classes.
- d. The rate cap adjustment in any one year may be positive or negative but caps shall not be set below Initial Rate Cap levels.
- e. See Docket 2015-00005 May 3, 2015 Stipulation Attachment 6 for operation of the Augusta Rate Cap Adjustment Mechanism for New Augusta Residential and GS1/GT1 Tariff Customers.
- f. Augusta Rate Cap Adjustment Limitation: Notwithstanding the foregoing, the increase in the New Augusta Residential and GS1/GT1 Tariff Customer Rate Caps in any one year may not exceed 20%.

Effective Date: December 22, 2020

Jamie L. Garland

Docket No. 2015-00005 & 2020-00068

Page 110.0.2 Second Revision

## SERVICE CLASSIFICATION RS

## **RESIDENTIAL SALES SERVICE (continued)**

#### **CURRENT CHARGED RATES**

May 1, 2021 – April 30, 2022

Customer Charge First 50 therms Over 50 therms \$35.00 per month \$0.6451 per therm \$0.5772 per therm

#### **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland Jamee L. Granland

**Director Gas Operations** 

Docket No. 2021-00049

#### SERVICE CLASSIFICATION RS

#### **RESIDENTIAL SALES SERVICE (continued)**

## **APPLICABLE TO THE USE OF SERVICE FOR:**

Existing Greater Augusta Residential Customers. Existing Greater Augusta Residential Service Customers are those customers who signed a service agreement with MNG on or before June 1, 2016.

## **CHARACTER OF SERVICE:**

Continuous - natural gas or a mixture of natural gas and synthetic natural gas with a Btu content of pipeline quality. Normal pressure 7" but not less than 4" water column. At the option of the Company, gas will be supplied at high pressure, where such service is available.

## SCHEDULE OF RATE CAPS:

	June 1, 2016 – April 30, 2017	May 1, 2017 – April 30, 2018	May 1, 2018 – April 30, 2019	May 1, 2019 – April 30, 2020	May 1, 2020 - April 30, 2026
Customer Charge	\$27.89	\$31.44	\$35.00	\$35.00	\$35.00
First 50 therms	\$0.5818	\$0.6118	\$0.6418	\$0.6718	\$0.7018
Over 50 therms	\$0.5165	\$0.5465	\$0.5765	\$0.6065	\$0.6365

#### **ADJUSTMENTS:**

Rate caps may be adjusted to be higher than the Initial Rate Caps if market conditions indicate. The formula for this adjustment will be based on the percentage change in alternate fuel prices (heating oil and propane) as described below.

- a. The percentage change of oil and propane shall be calculated according to the following formulas:
  - i. Heating Oil Index: The heating oil index will be calculated using the historic residential \$/gallon heating oil data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;
  - Propane Index: The propane index will be calculated using the historic residential \$/gallon propane data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;

Effective Date: December 22, 2020

Jamie L. Garland James L. Granland

Docket No. 2015-00005 & 2020-00068

# SERVICE CLASSIFICATION RS

## **RESIDENTIAL SALES SERVICE (continued)**

## **ADJUSTMENTS** (Continued):

- iii. Residential Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the Residential Tariff Customer Class will be calculated by dividing the Heating Oil Index by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- iv. GS1/GT1 Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the GS1/GT1 Tariff Customer Class will be calculated by dividing the Average of the Heating Oil and Propane Indices divided by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- b. The resulting percentage change shall be applied to existing caps for the applicable customer class to get the new caps.
- c. The Alternate Fuel Price Index will be calculated separately for the Residential and GS1/GT1 Tariff Customer classes.
- d. The rate cap adjustment in any one year may be positive or negative but caps shall not be set below Initial Rate Cap levels.
- e. See Docket 2015-00005 May 3, 2015 Stipulation Attachment 6 for operation of the Augusta Rate Cap Adjustment Mechanism for New Augusta Residential and GS1/GT1 Tariff Customers.
- f. Augusta Rate Cap Adjustment Limitation: Notwithstanding the foregoing, the increase in the New Augusta Residential and GS1/GT1 Tariff Customer Rate Caps in any one year may not exceed 20%.

Effective Date: December 22, 2020

Jamie L. Garland James L. Granland

**Director Gas Operations** 

Docket No. 2015-00005 & 2020-00068

Page 110.0.5 Fifth Revision

## SERVICE CLASSIFICATION RS

## **RESIDENTIAL SALES SERVICE (continued)**

## **CURRENT CHARGED RATES:**

May 1, 2021 – April 30, 2022

Customer Charge First 50 therms Over 50 therms \$35.00 per month \$0.7550 per therm \$0.6854 per therm

## **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland James L. Granland

**Director Gas Operations** 

Docket No. 2021-00049

Page 110.01 Fourth Revision

## SERVICE CLASSIFICATION RS

## **RESIDENTIAL SALES SERVICE (continued)**

#### **APPLICABLE TO THE USE OF SERVICE FOR:**

New Greater Augusta Residential Customers. New Greater Augusta General Service Customers are those customers who signed a service agreement with MNG after June 1, 2016.

#### **CHARACTER OF SERVICE:**

Continuous - natural gas or a mixture of natural gas and synthetic natural gas with a Btu content of pipeline quality. Normal pressure 7" but not less than 4" water column. At the option of the Company, gas will be supplied at high pressure, where such service is available.

### SCHEDULE OF RATE CAPS:

	Beginning June 1, 2016
Customer Charge	\$35.00
First 50 therms	\$0.7180
Over 50 therms	\$0.6374

## **ADJUSTMENTS:**

Rate caps may be adjusted to be higher than the Initial Rate Caps if market conditions indicate. The formula for this adjustment will be based on the percentage change in alternate fuel prices (heating oil and propane) as described below.

- a. The percentage change of oil and propane shall be calculated according to the following formulas:
  - i. Heating Oil Index: The heating oil index will be calculated using the historic residential \$/gallon heating oil data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;
  - Propane Index: The propane index will be calculated using the historic residential \$/gallon propane data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;

Effective Date: December 22, 2020

Jamie L. Garland Jamee L. Granland

Docket No. 2015-00005 & 2020-00068

# SERVICE CLASSIFICATION RS

## **RESIDENTIAL SALES SERVICE (continued)**

## **ADJUSTMENTS** (Continued):

- iii. Residential Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the Residential Tariff Customer Class will be calculated by dividing the Heating Oil Index by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- iv. GS1/GT1 Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the GS1/GT1 Tariff Customer Class will be calculated by dividing the Average of the Heating Oil and Propane Indices divided by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- b. The resulting percentage change shall be applied to existing caps for the applicable customer class to get the new caps.
- c. The Alternate Fuel Price Index will be calculated separately for the Residential and GS1/GT1 Tariff Customer classes.
- d. The rate cap adjustment in any one year may be positive or negative but caps shall not be set below Initial Rate Cap levels.
- e. See Docket 2015-00005 May 3, 2015 Stipulation Attachment 6 for operation of the Augusta Rate Cap Adjustment Mechanism for New Augusta Residential and GS1/GT1 Tariff Customers.
- f. Augusta Rate Cap Adjustment Limitation: Notwithstanding the foregoing, the increase in the New Augusta Residential and GS1/GT1 Tariff Customer Rate Caps in any one year may not exceed 20%.

Effective Date: December 22, 2020

Jamie L. Garland James L. Granland

Docket No. 2015-00005 & 2020-00068

Page 110.03 First Revision

## SERVICE CLASSIFICATION RS

## **RESIDENTIAL SALES SERVICE (continued)**

#### **CURRENT CHARGED RATES:**

May 1, 2021 – April 30, 2022

Customer Charge First 50 therms Over 50 therms \$35.00 per month \$0.7801 per therm \$0.6929 per therm

## **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland James L. Granland

**Director Gas Operations** 

Docket No. 2021-00049

Page 110.04 Original

#### SERVICE CLASSIFICATION RS

#### **RESIDENTIAL SALES SERVICE (continued)**

#### **PRICE ADJUSTMENT:**

The charges set forth herein shall be subject to the Index Price Option (IPO) rate per therm of gas supplied hereunder as set forth in Section 20A of the Terms and Conditions of this tariff.

#### **MINIMUM CHARGE:**

The Minimum Charge is the Customer Charge, per meter.

#### **TAX CHARGES:**

The prices and charges under this service classification, including the Minimum Charge, will be increased by a surcharge pursuant to Terms and Conditions Section 17 of this tariff.

#### **SPECIAL PROVISIONS:**

A. Balanced Billing

Customers may, by signing an application, be billed monthly in accordance with the plan set forth in Section 6 of the Terms and Conditions Section of this tariff.

B. Low-income assistance

Residential heating customers who are participants in the Low Income Home Energy Assistance Program (LIHEAP) administered by the Maine State Housing Authority and who do not receive government housing subsidies are eligible for a reduced rate. Qualifying customers shall receive a 28% discount on the monthly customer service charge and tiered delivery rates.

Effective Date: December 22, 2020

Jamie L. Garland James L. Granland

**Director Gas Operations** 

Docket No. 2015-00005 & 2020-00068

Page 110.02 First Revision

## SERVICE CLASSIFICATION RS RESIDENTIAL SALES SERVICE (continued)

#### C. Low-income assistance

Residential heating customers who are participants in the Low Income Home Energy Assistance Program (LIHEAP) administered by the Maine State Housing Authority and who do not receive government housing subsidies are eligible for a reduced rate. Qualifying customers shall receive a 28% discount on the monthly customer service charge and tiered delivery rates.

Proposed Effective Date: June 1, 2016

Docket No. 2015-00005 Effective: June 1, 2016 Brian Hawley

b

Director, Maine Natural Gas

## SERVICE CLASSIFICATION GS 1

## **GENERAL FIRM SALES SERVICE**

## **APPLICABLE TO THE USE OF SERVICE FOR:**

Non-Greater Augusta General Service Customers (Non-Residential Service) with annual consumption less than 50,000 therms per year.

#### **CHARACTER OF SERVICE:**

Continuous - natural gas or a mixture of natural gas and synthetic natural gas with a Btu content of pipeline quality. Normal pressure 7" but not less than 4" water column. At the option of the Company, gas will be supplied at high pressure, where such service is available.

# **SCHEDULE OF RATE CAPS:**

	June 1, 2016 – April 30, 2017	May 1, 2017 – April 30, 2018	May 1, 2018 – April 30, 2019	May 1, 2019 – April 30, 2020	May 1, 2020- April 30, 2021	May 1, 2021 – April 30, 2026
Customer charge	\$39.85	\$44.93	\$50.00	\$50.00	\$50.00	\$50.00
First 50 therms	\$0.4398	\$0.5082	\$0.5865	\$0.7013	\$0.8280	\$0.5819
Next 950 therms	\$0.3904	\$0.4512	\$0.5207	\$0.6226	\$0.7351	\$0.5166
Over 1000 therms	\$0.3474	\$0.4082	\$0.4777	\$0.5796	\$0.6921	\$0.4736

#### **ADJUSTMENTS:**

Rate caps may be adjusted to be higher than the Initial Rate Caps if market conditions indicate. The formula for this adjustment will be based on the percentage change in alternate fuel prices (heating oil and propane) as described below.

- a. The percentage change of oil and propane shall be calculated according to the following formulas:
  - i. Heating Oil Index: The heating oil index will be calculated using the historic residential \$/gallon heating oil data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;
  - Propane Index: The propane index will be calculated using the historic residential \$/gallon propane data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;

Effective Date: December 22, 2020

Jamie L. Garland

Some L. Granland

Docket No. 2015-00005 & 2020-00068

# **SERVICE CLASSIFICATION GS 1**

## **GENERAL FIRM SALES SERVICE (continued)**

#### **ADJUSTMENTS** (Continued):

- iii. Residential Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the Residential Tariff Customer Class will be calculated by dividing the Heating Oil Index by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- iv. GS1/GT1 Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the GS1/GT1 Tariff Customer Class will be calculated by dividing the Average of the Heating Oil and Propane Indices divided by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- b. The resulting percentage change shall be applied to existing caps for the applicable customer class to get the new caps.
- c. The Alternate Fuel Price Index will be calculated separately for the Residential and GS1/GT1 Tariff Customer classes.
- d. The rate cap adjustment in any one year may be positive or negative but caps shall not be set below Initial Rate Cap levels.
- e. See Docket 2015-00005 May 3, 2015 Stipulation Attachment 6 for operation of the Augusta Rate Cap Adjustment Mechanism for New Augusta Residential and GS1/GT1 Tariff Customers.
- f. Augusta Rate Cap Adjustment Limitation: Notwithstanding the foregoing, the increase in the New Augusta Residential and GS1/GT1 Tariff Customer Rate Caps in any one year may not exceed 20%.

Effective Date: December 22, 2020

Jamie L. Garland

James L. Granland

**Director Gas Operations** 

Docket No. 2015-00005 & 2020-00068

Page 120.0.2 Second Revision

## **SERVICE CLASSIFICATION GS 1**

## **GENERAL FIRM SALES SERVICE (continued)**

## **CURRENT CHARGED RATES:**

#### May 1, 2021 – April 30, 2022

Customer Charge First 50 therms Next 950 therms Over 1,000 therms \$50.00 per month \$0.6175 per therm \$0.5496 per therm \$0.4898 per therm

## **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland

James L. Granland

**Director Gas Operations** 

Docket No. 2021-00049

# SERVICE CLASSIFICATION GS 1

## **GENERAL FIRM SALES SERVICE (continued)**

#### **APPLICABLE TO THE USE OF SERVICE FOR:**

Existing Greater Augusta General Service Customers (Non-Residential Service) with annual consumption less than 50,000 therms per year. Existing Greater Augusta General Service Customers are those customers who signed a service agreement with MNG on or before June 1, 2016.

## **CHARACTER OF SERVICE:**

Continuous - natural gas or a mixture of natural gas and synthetic natural gas with a Btu content of pipeline quality. Normal pressure 7" but not less than 4" water column. At the option of the Company, gas will be supplied at high pressure, where such service is available.

## SCHEDULE OF RATE CAPS:

	June 1,	May 1,	May 1,	May 1,	May 1,
	2016 –	2017 –	2018 –	2019 –	2020 -
	April 30,				
	2017	2018	2019	2020	2026
Customer charge	\$39.85	\$44.93	\$50.00	\$50.00	\$50.00
First 50 therms	\$0.5818	\$0.6118	\$0.6418	\$0.6718	\$0.7018
Next 950 therms	\$0.5165	\$0.5465	\$0.5765	\$0.6065	\$0.6365
Over 1000 therms	\$0.4735	\$0.5035	\$0.5335	\$0.5635	\$0.5935

## **ADJUSTMENTS:**

Rate caps may be adjusted to be higher than the Initial Rate Caps if market conditions indicate. The formula for this adjustment will be based on the percentage change in alternate fuel prices (heating oil and propane) as described below.

- a. The percentage change of oil and propane shall be calculated according to the following formulas:
  - i. Heating Oil Index: The heating oil index will be calculated using the historic residential \$/gallon heating oil data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;
  - Propane Index: The propane index will be calculated using the historic residential \$/gallon propane data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;

Effective Date: December 22, 2020

Jamie L. Garland James L. Granland

Docket No. 2015-00005 & 2020-00068

Page 120.0.4 First Revision

# SERVICE CLASSIFICATION GS 1

## **GENERAL FIRM SALES SERVICE (continued)**

#### **ADJUSTMENTS** (Continued):

- iii. Residential Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the Residential Tariff Customer Class will be calculated by dividing the Heating Oil Index by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- iv. GS1/GT1 Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the GS1/GT1 Tariff Customer Class will be calculated by dividing the Average of the Heating Oil and Propane Indices divided by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- b. The resulting percentage change shall be applied to existing caps for the applicable customer class to get the new caps.
- c. The Alternate Fuel Price Index will be calculated separately for the Residential and GS1/GT1 Tariff Customer classes.
- d. The rate cap adjustment in any one year may be positive or negative but caps shall not be set below Initial Rate Cap levels.
- e. See Docket 2015-00005 May 3, 2015 Stipulation Attachment 6 for operation of the Augusta Rate Cap Adjustment Mechanism for New Augusta Residential and GS1/GT1 Tariff Customers.
- f. Augusta Rate Cap Adjustment Limitation: Notwithstanding the foregoing, the increase in the New Augusta Residential and GS1/GT1 Tariff Customer Rate Caps in any one year may not exceed 20%.

Effective Date: December 22, 2020

Jamie L. Garland

Docket No. 2015-00005 & 2020-00068

Page 120.0.5 Sixth Revision

## **SERVICE CLASSIFICATION GS 1**

## **GENERAL FIRM SALES SERVICE (continued)**

#### **CURRENT CHARGED RATES:**

May 1, 2021 – April 30, 2022

Customer charge First 50 therms Next 950 therms Over 1,000 therms \$50.00 per month \$0.7498 per therm \$0.6803 per therm \$0.6345 per therm

#### **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland

me L. Granland

**Director Gas Operations** 

Docket No. 2021-00049

Page 120.01 Seventh Revision

# **SERVICE CLASSIFICATION GS 1**

#### **GENERAL FIRM SALES SERVICE (continued)**

#### **APPLICABLE TO THE USE OF SERVICE FOR:**

New Greater Augusta General Service Customers (Non-Residential Service) with annual consumption less than 50,000 therms per year. New Greater Augusta General Service Customers are those customers who signed a service agreement with MNG after June 1, 2016.

#### **CHARACTER OF SERVICE:**

Continuous - natural gas or a mixture of natural gas and synthetic natural gas with a Btu content of pipeline quality. Normal pressure 7" but not less than 4" water column. At the option of the Company, gas will be supplied at high pressure, where such service is available.

#### **SCHEDULE OF RATE CAPS:**

	Beginning June 1, 2016
Customer Charge	\$50.00
First 50 therms	\$0.7697
Next 950 therms	\$0.6833
Over 1,000 therms	\$0.5988

#### **ADJUSTMENTS:**

Rate caps may be adjusted to be higher than the Initial Rate Caps if market conditions indicate. The formula for this adjustment will be based on the percentage change in alternate fuel prices (heating oil and propane) as described below.

- a. The percentage change of oil and propane shall be calculated according to the following formulas:
  - i. Heating Oil Index: The heating oil index will be calculated using the historic residential \$/gallon heating oil data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;
  - Propane Index: The propane index will be calculated using the historic residential \$/gallon propane data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;

Effective Date: December 22, 2020

Jamie L. Garland

Same L. Granland

Docket No. 2015-00005 & 2020-00068

Page 120.02 Original

# **SERVICE CLASSIFICATION GS 1**

## **GENERAL FIRM SALES SERVICE (continued)**

#### **ADJUSTMENTS** (Continued):

- iii. Residential Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the Residential Tariff Customer Class will be calculated by dividing the Heating Oil Index by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- iv. GS1/GT1 Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the GS1/GT1 Tariff Customer Class will be calculated by dividing the Average of the Heating Oil and Propane Indices divided by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- b. The resulting percentage change shall be applied to existing caps for the applicable customer class to get the new caps.
- c. The Alternate Fuel Price Index will be calculated separately for the Residential and GS1/GT1 Tariff Customer classes.
- d. The rate cap adjustment in any one year may be positive or negative but caps shall not be set below Initial Rate Cap levels.
- e. See Docket 2015-00005 May 3, 2015 Stipulation Attachment 6 for operation of the Augusta Rate Cap Adjustment Mechanism for New Augusta Residential and GS1/GT1 Tariff Customers.
- f. Augusta Rate Cap Adjustment Limitation: Notwithstanding the foregoing, the increase in the New Augusta Residential and GS1/GT1 Tariff Customer Rate Caps in any one year may not exceed 20%.

Effective Date: December 22, 2020

Jamie L. Garland James L. Granland

**Director Gas Operations** 

Docket No. 2015-00005 & 2020-00068

Page 120.03 First Revision

## **SERVICE CLASSIFICATION GS 1**

## **GENERAL FIRM SALES SERVICE (continued)**

## **CURRENT CHARGED RATES:**

#### May 1, 2021 – April 30, 2022

Customer charge First 50 therms Next 950 therms Over 1000 therms \$50.00 per month \$1.8181 per therm \$1.6145 per therm \$1.4152 per therm

## **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland James L. Granlard

**Director Gas Operations** 

Docket No. 2021-00049

Page 120.04 Original

# SERVICE CLASSIFICATION GS 1

# **GENERAL FIRM SALES SERVICE (continued)**

#### **PRICE ADJUSTMENT:**

The charges set forth herein shall be subject to the Index Price Option (IPO) rate per therm of gas supplied hereunder as set forth in Section 20A of the Terms and Conditions of this tariff.

## **MINIMUM CHARGE:**

The Minimum Charge is the Customer Charge, per meter.

## **TAX CHARGES:**

The prices and charges under this service classification, including the Minimum Charge, will be increased by a surcharge pursuant to Terms and Conditions Section 17 of this tariff.

## **SPECIAL PROVISIONS:**

Balanced Billing

Customers may, by signing an application, be billed monthly in accordance with the plan set forth in Section 6 of the Terms and Conditions Section of this tariff.

Effective Date: December 22, 2020

Jamie L. Garland

Docket No. 2015-00005 & 2020-00068

## **SERVICE CLASSIFICATION GS 2**

## LARGE GENERAL FIRM SALES SERVICE

## **APPLICABLE TO THE USE OF SERVICE FOR:**

Non-Greater Augusta General Service Customers (Non-Residential Service) with annual consumption greater than or equal to 50,000 therms per year.

#### **CHARACTER OF SERVICE:**

Continuous - natural gas or a mixture of natural gas and synthetic natural gas with a Btu content of pipeline quality. Normal pressure 7" but not less than 4" water column. At the option of the Company, gas will be supplied at high pressure, where such service is available.

# **SCHEDULE OF RATE CAPS:**

	June 1, 2016 – April 30, 2017	May 1, 2017 – April 30, 2018	May 1, 2018 – April 30, 2019	May 1, 2019 – April 30, 2020	May 1, 2020- April 30, 2021	May 1, 2021 – April 30, 2026
Customer Charge	\$300.60	\$344.71	\$393.49	\$393.49	\$393.49	\$393.49
First 1,000 therms	\$0.3766	\$0.4319	\$0.4930	\$0.5693	\$0.6536	\$0.4899
Next 4,000 therms	\$0.3301	\$0.3785	\$0.4321	\$0.4990	\$0.5728	\$0.4294
Over 5,000 therms	\$0.2814	\$0.3227	\$0.3683	\$0.4253	\$0.4883	\$0.3660

#### **ADJUSTMENTS:**

Rate caps may be adjusted to be higher than the Initial Rate Caps if market conditions indicate. The formula for this adjustment will be based on the percentage change in alternate fuel prices (heating oil and propane) as described below.

- a. The percentage change of oil and propane shall be calculated according to the following formulas:
  - i. Heating Oil Index: The heating oil index will be calculated using the historic residential \$/gallon heating oil data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm:
  - Propane Index: The propane index will be calculated using the historic residential ii. \$/gallon propane data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;

Effective Date: December 22, 2020

Jamie L. Garland

Jame L. Granland Director Gas Operations

Docket No. 2015-00005 & 2020-00068

# LARGE GENERAL FIRM SALES SERVICE (continued)

#### **ADJUSTMENTS** (Continued):

- iii. Residential Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the Residential Tariff Customer Class will be calculated by dividing the Heating Oil Index by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- iv. GS1/GT1 Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the GS1/GT1 Tariff Customer Class will be calculated by dividing the Average of the Heating Oil and Propane Indices divided by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- b. The resulting percentage change shall be applied to existing caps for the applicable customer class to get the new caps.
- c. The Alternate Fuel Price Index will be calculated separately for the Residential and GS1/GT1 Tariff Customer classes.
- d. The rate cap adjustment in any one year may be positive or negative but caps shall not be set below Initial Rate Cap levels.
- e. See Docket 2015-00005 May 3, 2015 Stipulation Attachment 6 for operation of the Augusta Rate Cap Adjustment Mechanism for New Augusta Residential and GS1/GT1 Tariff Customers.
- f. Augusta Rate Cap Adjustment Limitation: Notwithstanding the foregoing, the increase in the New Augusta Residential and GS1/GT1 Tariff Customer Rate Caps in any one year may not exceed 20%.

Effective Date: December 22, 2020

Jamie L. Garland James L. Granland

**Director Gas Operations** 

Page 130.0.2 Sixth Revision

# **SERVICE CLASSIFICATION GS 2**

# LARGE GENERAL FIRM SALES SERVICE (continued)

# **CURRENT CHARGED RATES:**

#### May 1, 2021 – April 30, 2022

Customer Charge First 1,000 therms Next 4,000 therms Over 5,000 therms \$415.01 per month \$0.5243 per therm \$0.4595 per therm \$0.3918 per therm

# **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland James L. Granland

**Director Gas Operations** 

# LARGE GENERAL FIRM SALES SERVICE (continued)

#### **APPLICABLE TO THE USE OF SERVICE FOR:**

Existing Greater Augusta General Service Customer (Non-Residential Service) with annual consumption greater than or equal to 50,000 therms per year. Existing Greater Augusta General Service Customers are those customers who signed a service agreement with MNG on or before June 1, 2016.

# **CHARACTER OF SERVICE:**

Continuous - natural gas or a mixture of natural gas and synthetic natural gas with a Btu content of pipeline quality. Normal pressure 7" but not less than 4" water column. At the option of the Company, gas will be supplied at high pressure, where such service is available.

# **PRICE:**

May 1, 2021 – April 30, 2022

Customer Charge				
First 1,000 therms				
Next 4,000 therms				
Over 5,000 therms				

\$375.02 per month \$0.6657 per therm \$0.5962 per therm \$0.5409 per therm

# **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland

**Director Gas Operations** 

# LARGE GENERAL FIRM SALES SERVICE (continued)

# **APPLICABLE TO THE USE OF SERVICE FOR:**

New Greater Augusta General Service Customers (Non-Residential Service) with annual consumption greater than or equal to 50,000 therms per year. New Greater Augusta General Service Customers are those customers who signed a service agreement with MNG after June 1, 2016.

# **CHARACTER OF SERVICE:**

Continuous - natural gas or a mixture of natural gas and synthetic natural gas with a Btu content of pipeline quality. Normal pressure 7" but not less than 4" water column. At the option of the Company, gas will be supplied at high pressure, where such service is available.

# **PRICE:**

May 1, 2021 - April 30, 2022

Customer Charge	\$ 790.28 per month
First 1,000 therms	\$ 1.4400 per therm
Next 4,000 therms	\$ 1.2621 per therm
Over 5,000 therms	\$ 1.0758 per therm

# **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland ame L. Granland

**Director Gas Operations** 

Page 130.02 First Revision

# SERVICE CLASSIFICATION GS 2

# LARGE GENERAL FIRM SALES SERVICE (continued)

# **PRICE ADJUSTMENT:**

The charges set forth herein shall be subject to the Index Price Option (IPO) rate per therm of gas supplied hereunder as set forth in Section 20A of the Terms and Conditions of this tariff.

# **MINIMUM CHARGE:**

The Minimum Charge is the Customer Charge, per meter.

# **TAX CHARGES:**

The prices and charges under this service classification, including the Minimum Charge, will be increased by a surcharge pursuant to Terms and Conditions Section 17 of this tariff.

# **SPECIAL PROVISIONS:**

Balanced Billing

Customers may, by signing an application, be billed monthly in accordance with the plan set forth in Section 6 of the Terms and Conditions section of this tariff.

Effective Date: December 22, 2020

Jamie L. Garland

**Director Gas Operations** 

#### NON-RESIDENTIAL SMALL FIRM TRANSPORTATION SERVICE

#### **APPLICABLE TO THE USE OF SERVICE FOR:**

Non-Greater Augusta Non-Residential Small Firm Transportation Service to existing firm sales service customers or new firm customers with maximum quantities for transportation of less than 50,000 therms per year when the Company has facilities available and adequate for the load. Such customers shall have installed electronic telemetering and shall have executed a Transportation Service Agreement.

# **CHARACTER OF SERVICE:**

Transportation of Customer-owned, pipeline quality, natural gas will be on a firm basis from a receipt point within the Company's service territory to which this tariff applies to the facilities at the Customer's delivery point, as specified in the Customer's Transportation Service Agreement. The Company will control the dispatch of such gas, and dispatch will be provided as requested by the Customer, in accordance with Terms and Conditions Section 21 of this tariff; provided however, that acceptance of the Customer's application will be conditioned upon the availability of the Company's system capacity.

# SCHEDULE OF RATE CAPS:

	June 1, 2016 – April 30, 2017	May 1, 2017 – April 30, 2018	May 1, 2018 – April 30, 2019	May 1, 2019 – April 30, 2020	May 1, 2020- April 30, 2021	May 1, 2021 – April 30, 2026
Customer charge	\$39.85	\$44.93	\$50.00	\$50.00	\$50.00	\$50.00
First 50 therms	\$0.4398	\$0.5082	\$0.5865	\$0.7013	\$0.8280	\$0.5819
Next 950 therms	\$0.3904	\$0.4512	\$0.5207	\$0.6226	\$0.7351	\$0.5166
Over 1000 therms	\$0.3474	\$0.4082	\$0.4777	\$0.5796	\$0.6921	\$0.4736

#### **ADJUSTMENTS:**

Rate caps may be adjusted to be higher than the Initial Rate Caps if market conditions indicate. The formula for this adjustment will be based on the percentage change in alternate fuel prices (heating oil and propane) as described below.

- a. The percentage change of oil and propane shall be calculated according to the following formulas:
  - i. Heating Oil Index: The heating oil index will be calculated using the historic residential \$/gallon heating oil data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;

Effective Date: December 22, 2020

Jamie L. Garland

James L. Granland

Docket No. 2015-00005 & 2020-00068

Director Gas Operations

#### NON-RESIDENTIAL SMALL FIRM TRANSPORTATION SERVICE (Continued)

#### **ADJUSTMENTS** (Continued):

- Propane Index: The propane index will be calculated using the historic residential \$/gallon propane data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;
- iii. Residential Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the Residential Tariff Customer Class will be calculated by dividing the Heating Oil Index by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- iv. GS1/GT1 Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the GS1/GT1 Tariff Customer Class will be calculated by dividing the Average of the Heating Oil and Propane Indices divided by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- b. The resulting percentage change shall be applied to existing caps for the applicable customer class to get the new caps.
- c. The Alternate Fuel Price Index will be calculated separately for the Residential and GS1/GT1 Tariff Customer classes.
- d. The rate cap adjustment in any one year may be positive or negative but caps shall not be set below Initial Rate Cap levels.
- e. See Docket 2015-00005 May 3, 2015 Stipulation Attachment 6 for operation of the Augusta Rate Cap Adjustment Mechanism for New Augusta Residential and GS1/GT1 Tariff Customers.
- f. Augusta Rate Cap Adjustment Limitation: Notwithstanding the foregoing, the increase in the New Augusta Residential and GS1/GT1 Tariff Customer Rate Caps in any one year may not exceed 20%.

Effective Date: December 22, 2020

Jamie L. Garland

James L. Granland

Docket No. 2015-00005 & 2020-00068

Director Gas Operations

Page 140.0.2 Second Revision

#### SERVICE CLASSIFICATION GT 1

#### NON-RESIDENTIAL SMALL FIRM TRANSPORTATION SERVICE (Continued)

#### **CURRENT CHARGED RATES:**

#### May 1, 2021 – April 30, 2022

Customer Charge First 50 therms Next 950 therms Over 1,000 therms \$50.00 per month \$0.6175 per therm \$0.5496 per therm \$0.4898 per therm

# **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland James L. Granland

**Director Gas Operations** 

#### NON-RESIDENTIAL SMALL FIRM TRANSPORTATION SERVICE (Continued)

#### **APPLICABLE TO THE USE OF SERVICE FOR:**

Existing Greater Augusta Non-Residential Small Firm Transportation Service to existing firm sales service customers or new firm customers with maximum quantities for transportation of less than 50,000 therms per year when the Company has facilities available and adequate for the load. Such customers shall have installed electronic telemetering and shall have executed a Transportation Service Agreement. Existing Greater Augusta Non-Residential Small Firm Transportation Customers are those customers who signed a service agreement with MNG on or before June 1, 2016.

#### **CHARACTER OF SERVICE:**

Transportation of Customer-owned, pipeline quality, natural gas will be on a firm basis from a receipt point within the Company's service territory to which this tariff applies to the facilities at the Customer's delivery point, as specified in the Customer's Transportation Service Agreement. The Company will control the dispatch of such gas, and dispatch will be provided as requested by the Customer, in accordance with Terms and Conditions Section 21 of this tariff; provided however, that acceptance of the Customer's application will be conditioned upon the availability of the Company's system capacity.

#### SCHEDULE OF RATE CAPS:

-	June 1,	May 1,	May 1,	May 1,	May 1,
	2016 –	2017 –	2018 –	2019 –	2020 -
	April 30,				
	2017	2018	2019	2020	2026
Customer charge	\$39.85	\$44.93	\$50.00	\$50.00	\$50.00
First 50 therms	\$0.5818	\$0.6118	\$0.6418	\$0.6718	\$0.7018
Next 950 therms	\$0.5165	\$0.5465	\$0.5765	\$0.6065	\$0.6365
Over 1000 therms	\$0.4735	\$0.5035	\$0.5335	\$0.5635	\$0.5935

#### **ADJUSTMENTS:**

Rate caps may be adjusted to be higher than the Initial Rate Caps if market conditions indicate. The formula for this adjustment will be based on the percentage change in alternate fuel prices (heating oil and propane) as described below.

a. The percentage change of oil and propane shall be calculated according to the following formulas:

Effective Date: December 22, 2020

Jamie L. Garland Jamee L. Granland

**Director Gas Operations** 

# NON-RESIDENTIAL SMALL FIRM TRANSPORTATION SERVICE (Continued)

#### **ADJUSTMENTS** (Continued):

- i. Heating Oil Index: The heating oil index will be calculated using the historic residential \$/gallon heating oil data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;
- Propane Index: The propane index will be calculated using the historic residential \$/gallon propane data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;
- iii. Residential Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the Residential Tariff Customer Class will be calculated by dividing the Heating Oil Index by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- iv. GS1/GT1 Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the GS1/GT1 Tariff Customer Class will be calculated by dividing the Average of the Heating Oil and Propane Indices divided by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- b. The resulting percentage change shall be applied to existing caps for the applicable customer class to get the new caps.
- c. The Alternate Fuel Price Index will be calculated separately for the Residential and GS1/GT1 Tariff Customer classes.
- d. The rate cap adjustment in any one year may be positive or negative but caps shall not be set below Initial Rate Cap levels.
- e. See Docket 2015-00005 May 3, 2015 Stipulation Attachment 6 for operation of the Augusta Rate Cap Adjustment Mechanism for New Augusta Residential and GS1/GT1 Tariff Customers.
- f. Augusta Rate Cap Adjustment Limitation: Notwithstanding the foregoing, the increase in the New Augusta Residential and GS1/GT1 Tariff Customer Rate Caps in any one year may not exceed 20%.

Jamie L. Garland

James L. Granland

**Director Gas Operations** 

Effective Date: December 22, 2020

Page 140.0.5 Sixth Revision

# **SERVICE CLASSIFICATION GT 1**

# NON-RESIDENTIAL SMALL FIRM TRANSPORTATION SERVICE (Continued)

# **CURRENT CHARGED RATES:**

May 1, 2021 – April 30, 2022

Customer charge First 50 therms Next 950 therms Over 1,000 therms \$50.00 per month \$0.7498 per therm \$0.6803 per therm \$0.6345 per therm

# **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland James L. Granland

**Director Gas Operations** 

#### **SERVICE CLASSIFICATION GT 1**

#### NON-RESIDENTIAL SMALL FIRM TRANSPORTATION SERVICE (Continued)

#### **APPLICABLE TO THE USE OF SERVICE FOR:**

New Greater Augusta Non-Residential Small Firm Transportation Service to existing firm sales service customers or new firm customers with maximum quantities for transportation of less than 50,000 therms per year when the Company has facilities available and adequate for the load. Such customers shall have installed electronic telemetering and shall have executed a Transportation Service Agreement. New Greater Augusta Non-Residential Small Firm Transportation Customers are those customers who signed a service agreement with MNG after June 1, 2016.

#### **CHARACTER OF SERVICE:**

Continuous - natural gas or a mixture of natural gas and synthetic natural gas with a Btu content of pipeline quality. Normal pressure 7" but not less than 4" water column. At the option of the Company, gas will be supplied at high pressure, where such service is available.

# SCHEDULE OF RATE CAPS:

	Beginning June 1, 2016
Customer Charge	\$50.00
First 50 therms	\$0.7697
Next 950 therms	\$0.6833
Over 1,000 therms	\$0.5988

#### **ADJUSTMENTS:**

Rate caps may be adjusted to be higher than the Initial Rate Caps if market conditions indicate. The formula for this adjustment will be based on the percentage change in alternate fuel prices (heating oil and propane) as described below.

- a. The percentage change of oil and propane shall be calculated according to the following formulas:
  - i. Heating Oil Index: The heating oil index will be calculated using the historic residential \$/gallon heating oil data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;
  - Propane Index: The propane index will be calculated using the historic residential \$/gallon propane data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;

Effective Date: December 22, 2020

Jamie L. Garland

James L. Granland

Docket No. 2015-00005 & 2020-00068

**Director Gas Operations** 

#### NON-RESIDENTIAL SMALL FIRM TRANSPORTATION SERVICE (Continued)

#### **ADJUSTMENTS** (Continued):

- iii. Residential Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the Residential Tariff Customer Class will be calculated by dividing the Heating Oil Index by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- iv. GS1/GT1 Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the GS1/GT1 Tariff Customer Class will be calculated by dividing the Average of the Heating Oil and Propane Indices divided by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- b. The resulting percentage change shall be applied to existing caps for the applicable customer class to get the new caps.
- c. The Alternate Fuel Price Index will be calculated separately for the Residential and GS1/GT1 Tariff Customer classes.
- d. The rate cap adjustment in any one year may be positive or negative but caps shall not be set below Initial Rate Cap levels.
- e. See Docket 2015-00005 May 3, 2015 Stipulation Attachment 6 for operation of the Augusta Rate Cap Adjustment Mechanism for New Augusta Residential and GS1/GT1 Tariff Customers.
- f. Augusta Rate Cap Adjustment Limitation: Notwithstanding the foregoing, the increase in the New Augusta Residential and GS1/GT1 Tariff Customer Rate Caps in any one year may not exceed 20%.

Effective Date: December 22, 2020

Jamie L. Garland James L. Granland

**Director Gas Operations** 

Page 140.03 First Revision

# **SERVICE CLASSIFICATION GT 1**

# NON-RESIDENTIAL SMALL FIRM TRANSPORTATION SERVICE (Continued)

# **CURRENT CHARGED RATES:**

May 1, 2021 – April 30, 2022

Customer charge First 50 therms Next 950 therms Over 1000 therms \$50.00 per month \$1.8181 per therm \$1.6145 per therm \$1.4152 per therm

# **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland James L. Granland

**Director Gas Operations** 

Page 140.04 Original

#### SERVICE CLASSIFICATION GT 1

#### NON-RESIDENTIAL SMALL FIRM TRANSPORTATION SERVICE (Continued)

If the provision of transportation service to the Customer requires the Company to engage the services of others, an amount reflecting the costs incurred by the Company will be billed to the customer.

# **MINIMUM CHARGE:**

Shall be the Customer Charge.

# **TAX CHARGES:**

The prices and charges under this service classification, including the Minimum Charge, will be increased by a surcharge pursuant to Terms and Conditions Section 17 of this tariff.

# **SPECIAL PROVISIONS:**

- A. The quantity to be billed under this service classification is the quantity delivered to the Company less the allowances for losses in accordance with Terms and Conditions Section 21 of this tariff.
- B. Daily and monthly imbalances, underruns and overruns under this service classification will be calculated and reconciled as set forth in Terms and Conditions Section 22.B of this tariff and charged to the customer's designated agent or the customer if acting on its own behalf.

Effective Date: December 22, 2020

Jamie L. Garland James L. Granland

**Director Gas Operations** 

#### NON-RESIDENTIAL SMALL FIRM TRANSPORTATION SERVICE (Continued)

- A. Firm Transportation Service will be provided on a "first call" basis for the available capacity in the Company's distribution system. If other applicants desire Firm Transportation Service and there is only available capacity for the "first" applicant, the "first" applicant can reserve the required available capacity for a period of three (3) months. If deliveries are not commenced within the three-month period, the available capacity will be released for the use of the other applicants.
- B. A Transportation Service Agreement shall be signed by the Customer and Company.
- C. Any deliveries in excess of receipts by the Company of Customer-owned gas are subject to unauthorized overrun penalties or interruption in accordance with Terms and Conditions Sections 23 and 25 of this tariff.
- D. Customers that heat any building, including apartment houses, prisons, dormitories, nursing homes, hospitals, hotels, and other buildings where persons may dwell on a permanent basis, solely with natural gas delivered hereunder, shall be considered "critical service" customers, and must show proof of adequate primary point firm transportation or firm gas supplies to the Company's city gate to meet 100% of the Customer's critical needs. However, the Company reserves the right to inspect the Customer's facilities in accordance with Terms and Conditions Section 13.A of this tariff.

Effective Date: December 22, 2020

Jamie L. Garland James L. Granland

**Director Gas Operations** 

#### NON-RESIDENTIAL LARGE FIRM TRANSPORTATION SERVICE

#### **APPLICABLE TO THE USE OF SERVICE FOR:**

Non-Greater Augusta Firm Transportation Service to existing firm sales service customers or new firm customers with minimum quantities eligible for transportation of 50,000 therms per year, provided the Company has facilities available and adequate for the Customer's load. Such customers shall have installed electronic telemetering and shall have executed a Transportation Service Agreement.

# **CHARACTER OF SERVICE:**

Transportation of Customer-owned, pipeline quality, natural gas will be on a firm basis from a receipt point within the Company's service territory to which this tariff applies to the facilities at the Customer's existing delivery point, as specified in the Customer's Transportation Service Agreement. The Company will control the dispatch of such gas, and dispatch will be provided as requested by the Customer, in accordance with Terms and Conditions Section 21 of this tariff, provided, however, that acceptance of the Customer's application will be conditioned upon the availability of the Company's system capacity.

#### **SCHEDULE OF RATE CAPS:**

	June 1, 2016 – April 30, 2017	May 1, 2017 – April 30, 2018	May 1, 2018 – April 30, 2019	May 1, 2019 – April 30, 2020	May 1, 2020- April 30, 2021	May 1, 2021 – April 30, 2026
Customer Charge	\$300.60	\$344.71	\$393.49	\$393.49	\$393.49	\$393.49
First 1,000 therms	\$0.3766	\$0.4319	\$0.4930	\$0.5693	\$0.6536	\$0.4899
Next 4,000 therms	\$0.3301	\$0.3785	\$0.4321	\$0.4990	\$0.5728	\$0.4294
Over 5,000 therms	\$0.2814	\$0.3227	\$0.3683	\$0.4253	\$0.4883	\$0.3660

# **ADJUSTMENTS:**

Rate caps may be adjusted to be higher than the Initial Rate Caps if market conditions indicate. The formula for this adjustment will be based on the percentage change in alternate fuel prices (heating oil and propane) as described below.

- a. The percentage change of oil and propane shall be calculated according to the following formulas:
  - i. Heating Oil Index: The heating oil index will be calculated using the historic residential \$/gallon heating oil data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;

Effective Date: December 22, 2020

Jamie L. Garland

James L. Granlard

Docket No. 2015-00005 & 2020-00068

Director Gas Operations

# NON-RESIDENTIAL LARGE FIRM TRANSPORTATION SERVICE (continued)

#### **ADJUSTMENTS** (Continued):

- Propane Index: The propane index will be calculated using the historic residential \$/gallon propane data for the State of Maine for the period of the prior October 1 through February 15 published by the EIA11 converted to \$/therm;
- iii. Residential Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the Residential Tariff Customer Class will be calculated by dividing the Heating Oil Index by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- iv. GS1/GT1 Tariff Customer Class Alternative Fuel Percentage Change: The alternative fuel percentage change for the GS1/GT1 Tariff Customer Class will be calculated by dividing the Average of the Heating Oil and Propane Indices divided by the Gas Index (measured as the most recently available trailing twelve months Index Price Option("IPO") average weighted by the historic trailing twelve months sales) and converted to a percentage.
- b. The resulting percentage change shall be applied to existing caps for the applicable customer class to get the new caps.
- c. The Alternate Fuel Price Index will be calculated separately for the Residential and GS1/GT1 Tariff Customer classes.
- d. The rate cap adjustment in any one year may be positive or negative but caps shall not be set below Initial Rate Cap levels.
- e. See Docket 2015-00005 May 3, 2015 Stipulation Attachment 6 for operation of the Augusta Rate Cap Adjustment Mechanism for New Augusta Residential and GS1/GT1 Tariff Customers.
- f. Augusta Rate Cap Adjustment Limitation: Notwithstanding the foregoing, the increase in the New Augusta Residential and GS1/GT1 Tariff Customer Rate Caps in any one year may not exceed 20%.

Effective Date: December 22, 2020

Jamie L. Garland

Docket No. 2015-00005 & 2020-00068

**Director Gas Operations** 

# NON-RESIDENTIAL LARGE FIRM TRANSPORTATION SERVICE (continued)

#### **CURRENT CHARGED RATES**

#### May 1, 2021 – April 30, 2022

Customer Charge First 1,000 therms Next 4,000 therms Over 5,000 therms \$415.01 per month \$0.5243 per therm \$0.4595 per therm \$0.3918 per therm

# **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland James L. Granland

**Director Gas Operations** 

# NON-RESIDENTIAL LARGE FIRM TRANSPORTATION SERVICE

#### **APPLICABLE TO THE USE OF SERVICE FOR:**

Existing Greater Augusta Firm Transportation Service to existing firm sales service customers or new firm customers with minimum quantities eligible for transportation of 50,000 therms per year, provided the Company has facilities available and adequate for the Customer's load. Such customers shall have installed electronic telemetering and shall have executed a Transportation Service Agreement. Existing Greater Augusta Firm Transportation Service Customers are those customers who signed a service agreement with MNG on or before June 1, 2016.

# **CHARACTER OF SERVICE:**

Continuous - natural gas or a mixture of natural gas and synthetic natural gas with a Btu content of pipeline quality. Normal pressure 7" but not less than 4" water column. At the option of the Company, gas will be supplied at high pressure, where such service is available.

# **PRICE:**

May 1, 2021 – April 30, 2022

Customer Charge First 1,000 therms Next 4,000 therms Over 5,000 therms \$375.02 per month \$0.6657 per therm \$0.5962 per therm \$0.5409 per therm

#### **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland James L. Granland

**Director Gas Operations** 

# NON-RESIDENTIAL LARGE FIRM TRANSPORTATION SERVICE

#### **APPLICABLE TO THE USE OF SERVICE FOR:**

New Greater Augusta Firm Transportation Service to existing firm sales service customers or new firm customers with minimum quantities eligible for transportation of 50,000 therms per year, provided the Company has facilities available and adequate for the Customer's load. Such customers shall have installed electronic telemetering and shall have executed a Transportation Service Agreement. New Greater Augusta Firm Transportation Service Customers are those customers who signed a service agreement with MNG after June 1, 2016.

# **CHARACTER OF SERVICE:**

Continuous - natural gas or a mixture of natural gas and synthetic natural gas with a Btu content of pipeline quality. Normal pressure 7" but not less than 4" water column. At the option of the Company, gas will be supplied at high pressure, where such service is available.

#### **PRICE:**

# May 1, 2021 – April 30, 2022

Customer Charge	\$ 790.28 per month
First 1,000 therms	\$ 1.4400 per therm
Next 4,000 therms	\$ 1.2621 per therm
Over 5,000 therms	\$ 1.0758 per therm

# **CONSERVATION ASSESSMENT:**

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Effective Date: May 1, 2021

Jamie L. Garland

James L. Granland

**Director Gas Operations** 

# NON-RESIDENTIAL LARGE FIRM TRANSPORTATION SERVICE (continued)

If the provision of transportation service to the Customer requires the Company to engage the services of others, an amount reflecting the costs incurred by the Company will be added to this price.

#### **MINIMUM CHARGE:**

Shall be the Customer Charge.

# **TAX CHARGES:**

The prices and charges under this service classification, including the Minimum Charge, will be increased by a surcharge pursuant to Terms and Conditions Section 17 of this tariff.

# **SPECIAL PROVISIONS:**

- A. The quantity to be billed under this service classification is the quantity delivered to the Company less the allowance for losses in accordance with Terms and Conditions Section 20 of this tariff.
- B. Daily imbalances, underruns and overruns under this service classification will be calculated and reconciled as set forth in Terms in Conditions Section 20.B of this tariff.

Effective Date: December 22, 2020

Jamie L. Garland James L. Granland

**Director Gas Operations** 

# NON-RESIDENTIAL LARGE FIRM TRANSPORTATION SERVICE (continued)

- A. Firm Transportation Service will be provided on a "first call" basis for the available capacity in the Company's distribution system. If other applicants desire Firm Transportation Service and there is only available capacity for the "first" applicant, the "first" applicant can reserve the required available capacity for a period of three (3) months. If deliveries are not commenced within the three-month period, the available capacity will be released for the use of the other applicants.
- B. A Transportation Service Agreement shall be signed by both the Customer and the Company.
- C. Any deliveries in excess of receipts by the Company of Customer-owned gas are subject to unauthorized overrun penalties or interruption in accordance with Terms and Conditions Section 23 and 25 of this tariff, respectively.
- D. Customers that heat any building, including apartment houses, prisons, dormitories, nursing homes, hospitals, hotels, and other buildings where persons may dwell on a permanent basis, solely with natural gas delivered hereunder shall be considered "critical service" customers, and must show proof of adequate primary point firm transportation or firm gas supplies to the Company's city gate to meet 100% of the Customer's critical needs. However, the Company reserves the right to inspect the Customer's facilities in accordance with Terms and Conditions Sections 13.A of this tariff.
- E. At the conclusion of the term of Agreement hereunder, except the initial term, the Customer may pay for any deficiency in deliveries from the minimum eligible transportation quantity, at the Customer's applicable price for the last month of the term, and remain eligible for service under this service classification. Such initial term shall be two (2) years.

Effective Date: December 22, 2020

Jamie L. Garland Jame L. Granland

**Director Gas Operations** 

Page 150.01 Fourth Revision

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#### **SERVICE CLASSIFICATION GT 2**

# NON-RESIDENTIAL LARGE FIRM TRANSPORTATION SERVICE (continued)

If the provision of transportation service to the Customer requires the Company to engage the services of others, an amount reflecting the costs incurred by the Company will be added to this price.

#### MINIMUM CHARGE:

Shall be the Customer Charge.

#### TAX CHARGES:

The prices and charges under this service classification, including Minimum Charge, will be increased by a surcharge pursuant to Terms and Conditions Section 17 of this tariff.

#### SPECIAL PROVISIONS:

- A. The quantity to be billed under this service classification is the quantity delivered to the Company less the allowance for losses in accordance with Terms and Conditions Section 20 of this tariff.
- B. Daily imbalances, underruns and overruns under this service classification will be calculated and reconciled as set forth in Terms and Conditions Section 20.B of this tariff.

Proposed Effective Date: November 1, 2007

Effective Date:

NOV 0 1 2007

DOGHET NO. 05-330

Darrel Quimby

Danel R. Quink Vice President

Page 150.02 Third Revision

# SERVICE CLASSIFICATION GT 2

# NON-RESIDENTIAL LARGE FIRM TRANSPORTATION SERVICE (continued)

- C. Firm Transportation Service will be provided on a "first call" basis for the available capacity in the Company's distribution system. If other applicants desire Firm Transportation Service and there is only available capacity for the "first" applicant, the "first" applicant can reserve the required available capacity for a period of three (3) months. If deliveries are not commenced within the three-month period, the available capacity will be released for the use of the other applicants.
- D. A Transportation Service Agreement shall be signed by both the Customer and the Company.
- E. Any deliveries in excess of receipts by the Company of Customer-owned gas are subject to unauthorized overrun penalties or interruption in accordance with Terms and Conditions Sections 23 and 25 of this tariff, respectively.
- F. Customers that heat any building, including apartment houses, prisons, dormitories, nursing homes, hospitals, hotels, and other buildings where persons may dwell on a permanent basis, solely with natural gas delivered hereunder shall be considered "critical service" customers, and must show proof of adequate primary point firm transportation or firm gas supplies to the Company's city gate to meet 100% of the Customer's critical needs. However, the Company reserves the right to inspect the Customer's facilities in accordance with Terms and Conditions Section 13.A of this tariff.
- G. At the conclusion of the term of Agreement hereunder, except the initial term, the Customer may pay for any deficiency in deliveries from the minimum eligible transportation quantity, at the Customer's applicable price for the last month of the term, and remain eligible for service under this service classification. Such initial term shall be two (2) years.

# DOCKET NO. 05 - 330

Proposed Effective Date: November 1, 2005

Effective Date:

NOV 0 1 2005

Darrel Quimby

Darrel R. Quimby Vice President

Page 160.00 Third Revision

#### **NEGOTIATED SERVICE**

#### **APPLICABLE TO THE USE OF SERVICE FOR:**

Negotiated Sales or Transportation Service to any new or existing non-residential customer or customer pool with either a minimum annual usage of 100,000 therms per year or an annual load factor greater than 50% and a minimum annual usage of 50,000 therms per year. All customers taking this service shall have negotiated and executed a Negotiated Service Agreement with the Company.

Customerpools must meet the following criteria:

- 1. Customers / accounts must be:
  - A. Located in the same commercial complex (e.g. shopping centers, industrial parks); or
  - B. Owned by one entity (i.e. common property owner); or
  - C. Part of a defined project requiring a main extension where negotiated service contracts with commercial customers are negotiated in advance of construction of the main and necessary to support the economics of the project.
- 2. Each customer / account within the pool must demonstrate to the Company a need for the discount from tariff rates.
- 3. The aggregated customers must have total annual usage sufficient to meet the negotiated service contract usage and load criteria set forth in MNG's Negotiated Service tariff at Page 160.
- 4. Pools will be limited to commercial customers, with the exception that the Company may create a pools comprised of buildings owned by a common property owner, whose meters are classified as residential, as long as the property owner/landlord is the account holder of those meters.

Proposed Effective Date: June 1, 2016

Brian Hawley

Director, Maine Natural Gas

Docket No. 2015-00005 Effective: June 1, 2016

Page 160.0.1 Original

#### **NEGOTIATED SERVICE (continued)**

- 5. Existing Customer Pools will be closed to new customers as of the date of the Stipulation.
- 6. The Company may execute a new negotiated service agreement with negotiated service customers that are existing members of a particular pool as of the date of the Stipulation, once the customer's negotiated service contract expires.
- 7. MNG shall be required to make an annual filing of the pooled customer negotiated service agreements entered into over the prior twelve months. The filing shall contain a justification for how those pooled negotiated service agreements meet the above criteria. During the pendency of the rate plan, the filing shall be made as part of the filing to set rates and rate caps for New Augusta Customers. The Commission may suspend the Company's Special Contract Pooling Authority if it finds that MNG is not adhering to the above criteria or is otherwise using the pooling authority in a manner that undermines the safeguards for Existing Augusta Customers provided by paragraph 58 of the Stipulation in Docket No. 2015-00005.

#### **CHARACTER OF SERVICE:**

Sales of Company-owned gas or Transportation of Customer-owned, pipeline quality, natural gas will be on a firm or interruptible basis from a receipt point within the Company's service territory to which this tariff applies to the facilities at the Customer's delivery point, as specified in the Customer's Service Agreement. The Company will control the dispatch of such gas where applicable, and dispatch will be provided as requested by the Customer, in accordance with Terms and Conditions Section 21 of this tariff.

Gas service provided hereunder shall be metered and billed separately from gas service provided under any other service classification of the Company.

Proposed Effective Date: June 1, 2016

Docket No. 2015-00005 Effective: June 1, 2016

Brian Hawley

Director, Maine Natural Gas

Page 160.0.2 Original

#### **NEGOTIATED SERVICE (continued)**

#### **SERVICE AGREEMENT:**

The Company and the Customer shall execute any and all necessary Service Agreements in advance of the initiation of sales or transportation service under this service classification.

The Service Agreement shall contain and specify all terms and conditions necessary for the Company to provide service to the Customer.

Terms and conditions of service included in each Service Agreement required for service hereunder will be established in a manner which does not unduly discriminate between similarly situation customers.

#### **PRICE:**

The specific charges for service under this service classification shall be stated in the negotiated Service Agreement executed for each customer served hereunder.

Pursuant to the Efficiency Maine Trust Natural Gas Conservation Assessment (Page 180.00), an additional charge per therm will apply to all negotiated service contract customers who are not exempt pursuant to 35-A M.R.S. § 10111 or the Commission's orders in Docket No. 2012-00449.

Proposed Effective Date: June 1, 2016 Docket No. 2015-00005 Effective: June 1, 2016

Brian Hawley

Director, Maine Natural Gas

# **CONSERVATION ASSESSMENT**

The Efficiency Maine Trust Natural Gas Conservation Assessment charge included in MNG's rate schedules is provided below. The Conservation Assessment is charged on a Per Therm basis.

<u>Service Classification</u> <u>For New &amp; Existing Greater</u> Augusta and Non-Greater	<u>Total Charge</u> <u>Effective Before</u> <u>12/01/2020</u>	<u>Total Charge</u> <u>Effective on or</u> <u>After 12/01/2020</u>
Augusta Customers	<u>\$/therm</u>	<u>\$/therm</u>
Residential Sales Service (RS)	0.0000	0.0058
General Firm Sales Service (GS1)	0.0000	0.0058
Large General Firm Sales Service (GS2)	0. 0000	0.0058
Non-Residential Small Firm Transportation Service (GT1)	0. 0000	0.0058
Non-Residential Large Firm Transportation Service (GT2)	0. 0000	0.0058
Negotiated Service	0.0000	0.0058

The Conservation Assessment charge by core rate schedule is shown below:

# Large Volume Manufacturer Customer Assessment

Pursuant to 35-A MRSA §10111 and Commission Order in Docket 2016-00112, MNG will collect the assessment only on the first 1,000,000 centum cubic feet of natural gas used by a large-volume manufacturer in each year. A large-volume manufacturer means a customer that is a gas utility ratepayer engaged in manufacturing in the State and purchases at least 1,000,000 centum cubic feet of natural gas per year and meets at least one of the following criteria:

- 1. the customer has a manufacturing North American Industry Classification System code; or
- 2. the customer was actually designated as an affected customer in the Commission's Order dated September 27, 2017 in Docket No. 2017-00045; or
- 3. the customer is designated directly by the Commission as a Large-Volume customer engaged in manufacturing.

# Wholesale Electricity-Generating Facility

Pursuant to 35-A M.R.S. § 10111(2-A) and Commission Order in Docket 2016-00112, a facility with a nameplate capacity of 3 megawatts or greater selling a material portion of its power output into the wholesale market is exempt from the Conservation Assessment.

Docket No.: 2020-00303 DOCKET NO: 2020-00303 EFFECTIVE: 12/1/2020 EFFECTIVE BY OPERATION OF LAW Effective Date: December 1, 2020 Jamie Garland

Gene Carlos

**Director Gas Operations** 

Gas Terms & Conditions Maine Natural Gas Corporation

Second Draft

#### **Conversation Assessment (continued)**

Large Volume Agricultural Business Assessment

Pursuant to 35-A MRSA §10111, MNG will collect the assessment only on the first 1,000,000 centum cubic feet of natural gas used by a large-volume agricultural business in each year. A large-volume agricultural business means a customer of MNG that purchases at least 1,000,000 centum cubic feet of natural gas per year and is engaged in the commercial growing or harvesting of plants or commercial aquaculture, as defined in Title 12, section 6001, Subsection 1, in the State.

EFFECTIVE DATE: 11/16/2018 DOCKET NUMBER: 2018-00266

Docket No.: 2018-00266

Jamie Garland

from and and

**Director Gas Operations** 

Effective Date: November 16, 2018