

WASHINGTON GAS LIGHT COMPANY - MARYLAND  
P.S.C. Md. No. 6 - Cancels and Replaces P.S.C. Md. No. 5

WASHINGTON GAS LIGHT COMPANY  
MARYLAND  
RATE SCHEDULES  
AND  
GENERAL SERVICE PROVISIONS  
FOR  
GAS SERVICE

Communications Covering Rates Should be Addressed to:

Regulatory Affairs  
Washington Gas Light Company  
Maryland  
6801 Industrial Road  
Springfield, Virginia 22151

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

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ISSUED: December 19, 2007

EFFECTIVE: For service rendered on and after January 31, 2008

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

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ISSUED: November 21, 2007

EFFECTIVE: For service rendered on and after November 27, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

MARYLAND

Firm Residential Sales Service

Rate Schedule No. 1

AVAILABILITY

This schedule is available in the Maryland portion of the Company's service area for firm gas service to any customer classified residential as defined in Section 1A. of the General Service Provisions.

RATE FOR MONTHLY CONSUMPTION

System Charge

All billing months \$10.20 per customer

Distribution Charge

All gas used during the billing month

First 45 therms	42.06¢ per therm
Next 135 therms	31.88¢ per therm
Over 180 therms	25.37¢ per therm

Purchased Gas Charge

The Purchased Gas Charge per therm shall be computed in accordance with Section 16 of the General Service Provisions and applies to all gas used during the billing month.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the System Charge.

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

ISSUED: November 21, 2007

EFFECTIVE: For service rendered on and after November 27, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Residential Service - Rate Schedule No. 1 (Continued)

LATE PAYMENT CHARGE

All bills are due and payable when rendered and the charges stated apply when the bills are paid within twenty days after date of rendition. If bills are not paid within twenty days after rendition, except as provided below, a late payment charge will be added equal to one and one-half percent of the unpaid bill and at the end of the first nominal thirty-day billing interval after that, an additional charge of one and one-half percent of any portion of the original amount which remains unpaid, and at the end of the second thirty-day nominal billing interval, an additional charge will be made equal to 2 percent of any portion of the original amount which remains unpaid at that time; however, the total of such charges shall not exceed 5%.

An extended payment period is available to residential customers receiving monthly Social Security or other government-sponsored, low-income monthly assistance which constitutes the main source of total income within the household. The customer is responsible for making application to the Company, and such application is subject to verification and acceptance by the Company. Continued eligibility for an extended payment period is dependent upon an application renewal by the customer and acceptance by the Company during the month of March of each succeeding year. For bills otherwise rendered with a due date after the 5th of the current month through the 4th of the month following the due date shall be extended to the 5th day of such month following. If the 5th day falls on a Holiday, Saturday or Sunday, the payment period shall be extended through the next business day.

FIRM CREDIT ADJUSTMENT

The charges specified in this schedule shall be subject to the Firm Credit Adjustment (FCA) in accordance with the General Service Provision No. 20.

GAS SUPPLY REALIGNMENT ADJUSTMENT

The distribution charge shall be subject to the Gas Supply Realignment Adjustment (GSRA) in accordance with General Service Provision No. 26.

SPECIAL PROVISION – UNMETERED GAS FOR LIGHTING

- A. Unmetered gas service is available under this schedule for outdoor gas lights installed on the Company's side (upstream) of the meter on or before September 29, 1999, provided:
1. The lights conform with the Company's General Service Provisions; and,
  2. The posts and lamps are owned by and installed and maintained at the expense of the customer or property owner.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY - MARYLAND

P.S.C. Md. No. 6 - Cancels and Replaces P.S.C. Md. No. 5

Fourth Revised Page No. 5

Superseding Third Page No. 5

Residential Service - Rate Schedule No. 1 (Continued)

SPECIAL PROVISION - UNMETERED GAS FOR LIGHTING (continued)

- B. The monthly gas consumption of the light or lights used in each installation shall be determined by multiplying the aggregate rated hourly input capacity of the light(s) by 730 hours, adjusted to reflect hours of use if applicable, and converting the product (rounded to the nearest 100 cubic feet) to therms.
- C. Where the customer does not use metered gas for other purposes under this schedule, unmetered gas used for lighting shall be billed at the rates contained herein. But where the customer also uses metered gas under this schedule, the unmetered gas used for lighting shall be added to the metered usage and the total usage billed at the rates contained herein.

CHARGE FOR TEMPORARY DISCONTINUANCE OF SERVICE

Whenever service under this rate schedule has been temporarily discontinued at the request of the customer, a charge equal to the System Charge times the number of months of discontinued service will be made for reestablishing such service.

GROSS RECEIPTS TAX SURCHARGE

Amounts billed to customers shall include a surcharge to reflect any increase or decrease in the effective gross receipts tax rate from the effective gross receipts tax rate in effect at the time the sales agreement became effective for service. The surcharge factor shall be computed as follows where R represents the decimal equivalent of the changed rate and E represents the existing gross receipts tax rate.

$$\text{Surcharge Factor} = (R - E) / (1 - R)$$

Such surcharge factor or any subsequently revised factor shall become effective along with the billing of revenues to which the changed gross receipts tax rate first applies. The amount of such charge shall be shown separately on bills rendered to customers.

RESIDENTIAL ESSENTIAL SERVICE PILOT PROGRAM RIDER

The Company's Residential Essential Services ("RES") Pilot Program will be effective through the 2009-2010 heating season. The RES Pilot Program was initially approved for two heating seasons beginning in January 2004. The pilot program has been extended to include the 2009-2010 heating season. Eligibility for service under this Rider shall be limited to Residential customers who: (1) use gas for their principal source of space heating requirements; (2) who have been certified by Office of Home Energy Programs ("OHEP") pursuant to the Federal statutory criteria to be eligible for the Company's Maryland Energy Assistance Program ("MEAP") and have applied the MEAP grant to their Washington Gas account; and (3) are current on their bill payments (a payment must be "posted" to the customer's account prior to the issuance of the customer's next bill, which may provide up to 10 days grace period). Eligibility shall be established each year and the subsequent application of this Rider shall apply to consumption during the then current November through April heating season. If during any month of the heating season the customer fails to be current, the customer is not eligible for RES credits for that month. However, in subsequent months the customer may re-qualify for RES credits if they become current, as defined above.

ISSUED: August 8, 2008

EFFECTIVE: For meter readings on and after November 1, 2008

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Residential Service - Rate Schedule No. 1 (Continued)

RESIDENTIAL ESSENTIAL SERVICE PILOT PROGRAM RIDER (continued)

Billings for service under this Rider shall be the same as for all other heating and/or cooling customers under this Rate Schedule No. 1, except that a per therm credit as determined herein shall be applied to usage by eligible customers during the billing periods commencing with the month of November and ending with the month of April in which the customer is certified as eligible to participate.

The per therm credit and the maximum monthly usage to which it applies is as follows:

	<u>Discount</u> <u>Per</u> <u>Therm</u>
First 75 therms of usage in the billing month of November	17.17¢
First 140 therms of usage in the billing month of December	17.17¢
First 180 therms of usage in the billing month of January	17.17¢
First 180 therms of usage in the billing month of February	17.17¢
First 140 therms of usage in the billing month of March	17.17¢
First 75 therms of usage in the billing month of April	17.17¢

GENERAL SERVICE PROVISIONS

Except as otherwise specifically provided herein, the application of this schedule is subject to the General Service Provisions of the Company as they may be in effect from time to time, and as filed with the Public Service Commission.

ISSUED: March 3, 2004

EFFECTIVE: For meter readings on and after April 2, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

MARYLAND

Firm Residential Delivery Service

Rate Schedule No. 1A

AVAILABILITY

Delivery service under this schedule is available in the Maryland portion of the Company's service area to all customers, classified as Residential as defined in Section 1A. of the General Service Provisions and who elect to purchase gas directly from a Supplier and have such gas transported to the Company subject to the following:

- A. The customer either executes and the Supplier receives a Customer Consent Form or the supplier receives customer agreement through a recorded telephone call initiated by the customer requesting participation in the program for an initial period of one year, and year to year thereafter. A customer may select service under this rate schedule at any time subject to the timing of and the requirements for initiation of such service as fully set forth in Rate Schedule No. 8.
- B. Each delivery point will be billed separately by the Company.
- C. The customer has purchased, or has agreed to purchase, under a contract with an initial term of one year, an adequate supply of natural gas of a quality acceptable to the Company, and has made or caused to be made arrangements by which such volumes of natural gas can be delivered, either directly or by displacement, into the Company's distribution system at the customer's expense.

The customer's supplier has good and legal title to all gas supplied to the Company, and agrees to indemnify and hold the Company harmless from any loss, claims or damages in regard to such title.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Firm Residential Delivery Service – Rate Schedule No. 1A (Continued)

- D. The customer and/or supplier provides the Company with all documentation deemed necessary by the Company to show that requisite approvals for acquisition and use of customer-owned gas have been secured from all regulatory bodies having jurisdiction. The customer and the supplier are responsible for making any filings or reports, as required, pertaining to the acquisition and use of the gas and the transportation of the gas from the customer's source to the Company's interconnection with the delivering pipeline supplier. The terms and conditions of Rate Schedule No. 8 are included by reference. By accepting service under this rate schedule, the customer provides the Company the authorization to provide their supplier billing data during the term of the contract.
- E. The capacity of the Company's facilities and other conditions are sufficient to deliver the quantities requested by the customer.
- F. When a customer changes residence within the Company's service territory, that customer may remain on delivery service provided the customer is eligible to participate in the new jurisdiction.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Firm Residential Delivery Service – Rate Schedule No. 1A (Continued)

RATE FOR MONTHLY DELIVERIES

System Charge

All billing months \$10.20 per customer

Distribution Charge

All therms delivered during the billing month:

First 45 therms	42.06¢ per therm
Next 135 therms	31.88¢ per therm
Over 180 therms	25.37¢ per therm

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution Charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

CAPACITY ALLOCATION CHARGE

The Distribution Charge shall be subject to the Capacity Allocation Charge, per Commission Order No. 82434 in Case No. 8509(cc). The charge will be in effect for a 24-month period from May 2009 through April 2011. Each computed charge shall be adjusted for any taxes levied upon the Company which are based upon revenues by dividing the charge by the complement of the tax rate on such revenues.

ISSUED: April 30, 2009

EFFECTIVE: For meter readings on and after April 30, 2009

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Firm Residential Delivery Service – Rate Schedule No. 1A (Continued)

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the System Charge.

LATE PAYMENT CHARGE

All bills are due and payable when rendered and the charges stated apply when the bills are paid within twenty days after date of rendition. If bills are not paid within twenty days after rendition, a late payment charge will be added equal to one and one-half percent of the unpaid bill and at the end of the first nominal thirty-day billing interval after that, an additional charge of one and one-half percent of any portion of the original amount which remains unpaid, and at the end of the second thirty-day nominal billing interval, an additional charge will be made equal to 2 percent of any portion of the original amount which remains unpaid at that time; however, the total of such charges shall not exceed 5%.

NOTICE OF RETURN TO SALES SERVICE

A customer may return to sales service under the following conditions:

- A. If the customer's request for return to sales service is to coincide with the termination of the Customer enrollment period, the customer must provide the Company with sixty days notice prior to the termination of that agreement.
- B. If the customer's request for return to sales service is for any reason other than A) above, the customer must have their supplier notify the Company of the customer's return to sales service. Return to sales service will occur within forty-five days of such notice.
- C. If a customer's supplier terminates a gas purchase agreement due to the customer's non-payment of the supplier's bill, the supplier must give the Company and the customer fifteen days prior notice. The Company will return such customer to sales service at the next regularly scheduled meter reading that occurs after a fifteen-day notice period is provided to the customer from the supplier. A copy of such notice shall be forwarded to the Company and shall be used to schedule the change in the customer's service. Supplier will then be notified by the Company of the effective switchover date. The supplier will be responsible for furnishing the customer gas until the customer is returned to sales service.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Firm Residential Delivery Service – Rate Schedule No. 1A (Continued)

FIRM CREDIT ADJUSTMENT

The Distribution Charge shall be subject to the Firm Credit Adjustment (FCA), in accordance with General Service Provision No. 20.

MONTHLY BILLING

Monthly billing of Distribution and Balancing Charges shall be based on usage obtained from the Company's regularly scheduled meter readings and no attempt shall be made to coordinate such monthly readings with monthly transportation gas by third party suppliers to the Company's city-gate.

BILLING MONTH

The term "billing month" set forth above for the applicable Distribution Charge shall mean the calendar month representing the principal usage for the monthly meter reading.

COST RESPONSIBILITY

The customer shall be responsible for the payment of any tax or assessment levied by any jurisdiction related to the acquisition, delivery or use of delivered gas.

LOST AND UNACCOUNTED-FOR GAS

The amount of gas retained by the Company shall be a percentage equal to the percentage of lost and unaccounted-for gas experienced in the Company's sales services during the billing month.

GROSS RECEIPTS TAX SURCHARGE

Amounts billed to customers shall include a surcharge to reflect any increase or decrease in the effective gross receipts tax rate from the effective gross receipts tax rate in effect at the time the sales agreement became effective for service. The surcharge factor shall be computed as follows where R represents the decimal equivalent of the changed rate and E represents the existing gross receipts tax rate.

$$\text{Surcharge Factor} = (R - E) / (1 - R)$$

Such surcharge factor or any subsequently revised factor shall become effective along with the billing of revenues to which the changed gross receipts tax rate first applies. The amount of such charge shall be shown separately on bills rendered to customers.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Firm Residential Delivery Service - Rate Schedule No. 1A (Continued)

GAS SUPPLY REALIGNMENT ADJUSTMENT

The Distribution Charge shall be subject to the Gas Supply Realignment Adjustment (GSRA) in accordance with General Service Provision No. 26.

SPECIAL PROVISION – UNMETERED GAS FOR LIGHTING

- A Unmetered gas delivery service is available under this schedule for outdoor gas lights installed on the Company's side (upstream) of the meter on or before September 29, 1999, provided:
1. The lights conform with the Company's General Service Provisions; and,
  2. The posts and lamps are owned by and installed and maintained at the expense of the customer or property owner.
- B. The monthly gas consumption of the light or lights used in each installation shall be determined by multiplying the aggregate rated hourly input capacity of the light(s) by 730 hours, adjusted to reflect hours of use if applicable, and converting the product (rounded to the nearest 100 cubic feet) to therms.
- C. Where the customer does not use metered gas for other purposes under this schedule, unmetered gas used for lighting shall be billed at the rates contained herein. But where the customer also uses metered gas under this schedule, the unmetered gas used for lighting shall be added to the metered usage and the total usage billed at the rates contained herein.

OTHER PROVISIONS

The provision for the RESIDENTIAL ESSENTIAL SERVICE PILOT PROGRAM RIDER of Rate Schedule No. 1 shall apply and is made a part of this Rate Schedule.

GENERAL SERVICE PROVISIONS

Except as otherwise specifically provided herein, the application of this schedule is subject to the General Service Provisions of the Company as they may be in effect from time to time, and as filed with the Public Service Commission.

ISSUED: March 3, 2004

EFFECTIVE: For meter readings on and after April 2, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

MARYLAND

Firm Commercial and Industrial Sales Service

Rate Schedule No. 2

AVAILABILITY

Sales service under this schedule is available in the Maryland portion of the Company's service area for firm gas sales service to any customer classified Commercial and Industrial as defined in Section 1A. of the General Service Provisions.

RATE FOR MONTHLY CONSUMPTION

System Charge

Heating and/or Cooling

All billing months

- |   |                      |
|---|----------------------|
| (a) Normal Weather Annual Usage<br>less than 3,000 Therms | \$21.10 per customer |
| (b) Normal Weather Annual Usage<br>3,000 Therms or more   | \$36.25 per customer |

Applicability of (a) or (b) shall be determined each year in accordance with Section 1A. of the General Service Provisions.

Non-Heating and Non-Cooling

All billing months \$15.00 per customer

Distribution Charge

All gas used during the billing month:

First 300 therms	31.58¢ per therm
Next 6,700 therms	21.52¢ per therm
Over 7,000 therms	15.73¢ per therm

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution Charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

ISSUED: November 21, 2007

EFFECTIVE: For service rendered on and after November 27, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Firm Commercial and Industrial Sales Service - Rate Schedule No. 2 (Continued)

Purchased Gas Charge

The Purchased Gas Charge per therm shall be computed in accordance with Section 16 of the General Service Provisions and applies to all gas used during the billing month.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

MINIMUM MONTHLY BILL

The minimum monthly bill for sales service shall be the System Charge.

LATE PAYMENT CHARGE

All bills are due and payable when rendered and the charges stated apply when the bills are paid within twenty days after date of rendition. If bills are not paid within twenty days after rendition, a late payment charge will be added equal to one and one-half percent of the unpaid bill and at the end of the first nominal thirty-day billing interval after that, an additional charge of one and one-half percent of any portion of the original amount which remains unpaid, and at the end of the second thirty-day nominal billing interval, an additional charge will be made equal to 2 percent of any portion of the original amount which remains unpaid at that time; however, the total of such charges shall not exceed 5%.

FIRM CREDIT ADJUSTMENT

The charges for sales service specified in this schedule shall be subject to the Firm Credit Adjustment (FCA) in accordance with General Service Provision No. 20.

GAS SUPPLY REALIGNMENT ADJUSTMENT

The distribution charge shall be subject to the Gas Supply Realignment Adjustment (GSRA) in accordance with General Service Provision No. 26.

SPECIAL PROVISION – UNMETERED GAS FOR LIGHTING

- A. Unmetered gas sales service is available under this schedule for outdoor gas lights installed on the Company's side (upstream) of the meter on or before September 29, 1999, provided:
1. The lights conform with the Company's General Service Provisions; and,
  2. The posts and lamps are owned by and installed and maintained at the expense of the customer or property owner.

ISSUED: September 1, 2005

EFFECTIVE: For meter readings on and after October 1, 2005

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Firm Commercial and Industrial Sales Service - Rate Schedule No. 2 (Continued)

SPECIAL PROVISION – UNMETERED FOR GAS LIGHTING (Continued)

- B. The monthly gas consumption of the light or lights used in each installation shall be determined by multiplying the aggregate rated hourly input capacity of the light(s) by 730 hours, adjusted to reflect hours of use if applicable, and converting the product (rounded to the nearest 100 cubic feet) to therms.
- C. Where the customer does not use metered gas for other purposes under this schedule, unmetered gas used for lighting shall be billed at the rates contained herein. But where the customer also uses metered gas under this schedule, the unmetered gas used for lighting shall be added to the metered usage and the total usage billed at the rates contained herein.

CHARGE FOR TEMPORARY DISCONTINUANCE OF SERVICE

Whenever sales service under this rate schedule has been temporarily discontinued at the request of the customer, a charge equal to the System Charge times the number of months of discontinued service will be made for reestablishing such service.

GROSS RECEIPTS TAX SURCHARGE

Amounts billed to customers shall include a surcharge to reflect any increase or decrease in the effective gross receipts tax rate from the effective gross receipts tax rate in effect at the time the sales agreement became effective for service. The surcharge factor shall be computed as follows where R represents the decimal equivalent of the changed rate and E represents the existing gross receipts tax rate.

$$\text{Surcharge Factor} = (R - E) / (1 - R)$$

Such surcharge factor or any subsequently revised factor shall become effective along with the billing of revenues to which the changed gross receipts tax rate first applies. The amount of such charge shall be shown separately on bills rendered to customers.

GENERAL SERVICE PROVISIONS

Except as otherwise specifically provided herein, the application of this schedule is subject to the General Service Provisions of the Company as they may be in effect from time to time, and as filed with the Public Service Commission.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

MARYLAND

Firm Commercial and Industrial Delivery Service

Rate Schedule No. 2A

AVAILABILITY

Delivery service under this schedule is available in the Maryland portion of the Company's service area to customers, classified as Commercial and Industrial as defined in Section 1A of the General Service Provisions and who elect to purchase gas directly from a Supplier and have such gas transported to the Company subject to the following:

- A. The customer executes a contract or consent form, or the supplier receives customer agreement through a recorded telephone call initiated by the customer with an initial term of 1 year, and year to year thereafter. A customer may select service under this rate schedule at any time subject to the timing of and the requirements for initiation of such service as fully set forth in Rate Schedule No. 8.
- B. The customer has purchased, or has agreed to purchase, under a contract with an initial term of not less than the term of the Service Agreement with the Company, an adequate supply of natural gas of a quality acceptable to the Company, and has made or caused to be made arrangements by which such volumes of natural gas can be delivered, either directly or by displacement, into the Company's distribution system at the customer's expense.

The customer's supplier has good and legal title to all gas supplied to the Company, and agrees to indemnify and hold the Company harmless from any loss, claims or damages in regard to such title.

- C. The customer's supplier of gas shall enter into a Delivery Service Gas Supplier service agreement with the Company pursuant to Rate Schedule No. 8.
- D. The customer provides the Company with all documentation deemed necessary by the Company to show that requisite approvals for acquisition and use of customer-owned gas have been secured from all regulatory bodies having jurisdiction. The customer is responsible for making any filings or reports, as required, pertaining to the acquisition and use of the gas and the transportation of the gas from the customer's source to the Company's interconnection with the delivering pipeline supplier. The terms and conditions of Rate Schedule No. 8 are included by reference. By accepting service under this rate schedule, the customer provides the Company the authorization to provide their supplier billing data during the term of the contract.
- E. The capacity of the Company's facilities and other conditions are sufficient to deliver the quantities requested by the customer.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Firm Commercial and Industrial Delivery Service – Rate Schedule No. 2A (Continued)

- F. When a customer changes premises within the Company's service territory, that customer may remain on delivery service at their option, with the concurrence of their supplier provided the customer is eligible to participate in the new jurisdiction.

RATE FOR MONTHLY DELIVERIES

System Charge

Heating and/or Cooling

All billing months

- |   |                      |
|---|----------------------|
| (a) Normal Weather Annual Usage<br>less than 3,000 Therms | \$21.10 per customer |
| (b) Normal Weather Annual Usage<br>3,000 Therms or more   | \$36.25 per customer |

Applicability of (a) or (b) shall be determined each year in accordance with Section 1A. of the General Service Provisions.

Non-Heating and Non-Cooling

All billing months \$15.00 per customer

Distribution Charge

All therms delivered during the billing month:

First 300 therms	31.58¢ per therm
Next 6,700 therms	21.52¢ per therm
Over 7,000 therms	15.73¢ per therm

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution Charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

ISSUED: November 21, 2007

EFFECTIVE: For service rendered on and after November 27, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Firm Commercial and Industrial Delivery Service - Rate Schedule No. 2A (Continued)

CAPACITY ALLOCATION CHARGE

The Distribution Charge shall be subject to the Capacity Allocation Charge, per Commission Order No. 82434 in Case No. 8509(cc). The charge will be in effect for a 24-month period from May 2009 through April 2011. Each computed charge shall be adjusted for any taxes levied upon the Company which are based upon revenues by dividing the charge by the complement of the tax rate on such revenues.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the system charge.

LATE PAYMENT CHARGE

All bills are due and payable when rendered and the charges stated apply when the bills are paid within twenty days after date of rendition. If bills are not paid within twenty days after rendition, a late payment charge will be added equal to one and one-half percent of the unpaid bill and at the end of the first nominal thirty-day billing interval after that, an additional charge of one and one-half percent of any portion of the original amount which remains unpaid, and at the end of the second thirty-day nominal billing interval, an additional charge will be made equal to 2 percent of any portion of the original amount which remains unpaid at that time; however, the total of such charges shall not exceed 5%.

ISSUED: April 30, 2009

EFFECTIVE: For meter readings on and after April 30, 2009

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Firm Commercial and Industrial Delivery Service – Rate Schedule No. 2A (Continued)

NOTICE OF RETURN TO SALES SERVICE

A customer requesting to return to sales service (Rate Schedule No. 2) shall provide the Company with 12-months prior notice from the day service will be requested to begin. If a customer requests to return to sales service in a time frame shorter than that twelve month period, the Company will provide such service to the extent it has or can acquire the necessary capacity to serve customer's requirements. If such capacity costs are more than embedded average costs when expressed on a per therm basis, the customer will be required to pay for such excess until the twelve month advance notice period has been satisfied.

If a customer is also served under the Capacity Assignment as described in Rate Schedule No. 8, and said customer requests to return to sales service, the assigned capacity shall revert to the Company for use in serving that customer and the customer shall be allowed to return to sales service.

A customer may return to Sales Service, as described above, on the first of the subsequent month following the date of such request. In no event, however, shall such notice be less than thirty days. In such an event, the customer can return to sales service on the day of the second subsequent meter reading date.

FIRM CREDIT ADJUSTMENT

The Distribution Charge shall be subject to the Firm Credit Adjustment (FCA), in accordance with General Service Provision No. 20.

GAS SUPPLY REALIGNMENT ADJUSTMENT

The Distribution Charge shall be subject to the Gas Supply Realignment Adjustment (GSRA) in accordance with General Service Provision No. 26.

BILLING MONTH

The term "billing month" set forth above for the applicable Distribution Charge shall mean the calendar month representing the principal usage for the monthly meter reading.

COST RESPONSIBILITY

The customer shall be responsible for the payment of any tax or assessment levied by any jurisdiction related to the acquisition, delivery or use of delivered gas.

LOST AND UNACCOUNTED-FOR GAS

The amount of gas retained by the Company shall be a percentage equal to the percentage of lost and unaccounted-for gas experienced in the Company's sales services during the billing month.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Firm Commercial and Industrial Delivery Service – Rate Schedule No. 2A (Continued)

GROSS RECEIPTS TAX SURCHARGE

Amounts billed to customers shall include a surcharge to reflect any increase or decrease in the effective gross receipts tax rate from the effective gross receipts tax rate in effect at the time the sales agreement became effective for service. The surcharge factor shall be computed as follows where R represents the decimal equivalent of the changed rate and E represents the existing gross receipts tax rate.

$$\text{Surcharge Factor} = (R - E) / (1 - R)$$

Such surcharge factor or any subsequently revised factor shall become effective along with the billing of revenues to which the changed gross receipts tax rate first applies. The amount of such charge shall be shown separately on bills rendered to customers.

SPECIAL PROVISION - UNMETERED GAS FOR LIGHTING

- A. Unmetered gas delivery service is available under this schedule for outdoor gas lights installed on the Company's side (upstream) of the meter on or before September 29, 1999, provided:
1. The lights conform with the Company's General Service Provisions; and,
  2. The posts and lamps are owned by and installed and maintained at the expense of the customer or property owner.
- B. The monthly gas consumption of the light or lights used in each installation shall be determined by multiplying the aggregate rated hourly input capacity of the light(s) by 730 hours, adjusted to reflect hours of use if applicable, and converting the product (rounded to the nearest 100 cubic feet) to therms which shall be added to the metered usage and the total billed at the rates contained herein.
- C. Where the customer does not use metered gas for other purposes under this schedule, unmetered gas used for lighting shall be billed as provided under the Special Provision – Unmetered Gas For Lighting of Rate Schedule No. 2.

GENERAL SERVICE PROVISIONS

Except as otherwise specifically provided herein, the application of this schedule is subject to the General Service Provisions of the Company as they may be in effect from time to time, and as filed with the Public Service Commission.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

MARYLAND

Firm Group Metered Apartment Sales Service

Rate Schedule No. 3

AVAILABILITY

Sales service under this schedule is available in the Maryland portion of the Company's service area for firm gas sales service to any customer classified Group Metered Apartment as defined in Section 1A. of the General Service Provisions.

RATE FOR MONTHLY CONSUMPTION

System Charge

All billing months	
Heating and/or Cooling	\$47.10 per bill
Non-Heating and Non-Cooling	\$17.50 per bill

Distribution Charge

All gas used during the billing month:	
First 300 therms	31.70¢ per therm
Next 6,700 therms	21.84¢ per therm
Over 7,000 therms	16.20¢ per therm

Purchased Gas Charge

The Purchased Gas Charge per therm shall be computed in accordance with Section 16 of the General Service Provisions and applies to all gas used during the billing month.

MINIMUM MONTHLY BILL

The minimum monthly bill for sales service shall be the System Charge.

LATE PAYMENT CHARGE

All bills are due and payable when rendered and the charges stated apply when the bills are paid within twenty days after date of rendition. If bills are not paid within twenty days after rendition, a late payment charge will be added equal to one and one-half percent of the unpaid bill and at the end of the first nominal thirty-day billing interval after that, an additional charge of one and one-half percent of any portion of the original amount which remains unpaid, and at the end of the second thirty-day nominal billing interval, an additional charge will be made equal to 2 percent of any portion of the original amount which remains unpaid at that time; however, the total of such charges shall not exceed 5%.

ISSUED: October 29, 2004

EFFECTIVE: For meter reading on and after October 28, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Firm Group Metered Apartment Sales Service – Rate Schedule No. 3 (Continued)

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution Charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

FIRM CREDIT ADJUSTMENT

The charges specified in this schedule shall be subject to the Firm Credit Adjustment (FCA) in accordance with General Service Provision No. 20.

GAS SUPPLY REALIGNMENT ADJUSTMENT

The Distribution Charge shall be subject to the Gas Supply Realignment Adjustment (GSRA) in accordance with General Service Provisions No. 26.

SPECIAL PROVISION – UNMETERED GAS FOR LIGHTING

- A. Unmetered gas sales service is available under this schedule for outdoor gas lights installed on the Company's side (upstream) of the meter on or before September 29, 1999, provided:
1. The lights conform with the Company's General Service Provisions; and,
  2. The posts and lamps are owned by and installed and maintained at the expense of the customer or property owner.
- B. The monthly gas consumption of the light or lights used in each installation shall be determined by multiplying the aggregate rated hourly input capacity of the light(s) by 730 hours, adjusted to reflect hours of use if applicable, and converting the product (rounded to the nearest 100 cubic feet) to therms.
- C. Where the customer also uses metered gas under this schedule, the unmetered gas used for lighting shall be added to the metered usage and the total usage billed at the rates contained herein. But where the customer does not use metered gas for other purposes under this schedule, unmetered gas used for lighting shall be considered Commercial and Industrial Service and billed as provided under Special Provision – Unmetered Gas for Lighting, of Rate Schedule No. 2.

CHARGE FOR TEMPORARY DISCONTINUANCE OF SERVICE

Whenever sales service under this rate schedule has been temporarily discontinued at the request of the customer, a charge equal to the System Charge times the number of months of discontinued service will be made for reestablishing such service.

ISSUED: September 1, 2005

EFFECTIVE: For meter readings on and after October 1, 2005

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Firm Group Metered Apartment Sales Service - Rate Schedule No. 3 (Continued)

GROSS RECEIPTS TAX SURCHARGE

Amounts billed to customers shall include a surcharge to reflect any increase or decrease in the effective gross receipts tax rate from the effective gross receipts tax rate in effect at the time the sales agreement became effective for service. The surcharge factor shall be computed as follows where R represents the decimal equivalent of the changed rate and E represents the existing gross receipts tax rate.

$$\text{Surcharge Factor} = (R - E) / (1 - R)$$

Such surcharge factor or any subsequently revised factor shall become effective along with the billing of revenues to which the changed gross receipts tax rate first applies. The amount of such charge shall be shown separately on bills rendered to customers.

GENERAL SERVICE PROVISIONS

Except as otherwise specifically provided herein, the application of this schedule is subject to the General Service Provisions of the Company as they may be in effect from time to time, and as filed with the Public Service Commission.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

MARYLAND

Firm Group Metered Apartment Delivery Service

Rate Schedule No. 3A

AVAILABILITY

Delivery service under this schedule is available in the Maryland portion of the Company's service area to customers, classified as Group Metered Apartment as defined in Section 1A of the General Service Provisions and who elect to purchase gas directly from a Supplier and have such gas transported to the Company or subject to the following:

- A. The customer executes a contract or consent form, or the supplier receives customer agreement through a recorded telephone call initiated by the customer with an initial term of 1 year, and year to year thereafter. A customer may select service under this rate schedule at any time subject to the timing of and the requirements for initiation of such service as fully set forth in Rate Schedule No. 8.
- B. The customer has purchased, or has agreed to purchase, under a contract with an initial term of not less than the term of the Service Agreement with the Company, an adequate supply of natural gas of a quality acceptable to the Company, and has made or caused to be made arrangements by which such volumes of natural gas can be delivered, either directly or by displacement, into the Company's distribution system at the customer's expense.

The customer's supplier has good and legal title to all gas supplied to the Company, and agrees to indemnify and hold the Company harmless from any loss, claims or damages in regard to such title.

- C. The customer's supplier of gas shall enter into a Delivery Service Gas Supplier service agreement with the Company pursuant to Rate Schedule No. 8.
- D. The customer provides the Company with all documentation deemed necessary by the Company to show that requisite approvals for acquisition and use of customer-owned gas have been secured from all regulatory bodies having jurisdiction. The customer is responsible for making any filings or reports, as required, pertaining to the acquisition and use of the gas and the transportation of the gas from the customer's source to the Company's interconnection with the delivering pipeline supplier. The terms and conditions of Rate Schedule No. 8 are included by reference. By accepting service under this rate schedule, the customer provides the Company the authorization to provide their supplier billing data during the term of the contract.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Firm Group Metered Apartment Delivery Service – Rate Schedule No. 3A (Continued)

- E. The capacity of the Company's facilities and other conditions are sufficient to deliver the quantities requested by the customer.
- F. When a customer changes premises within the Company's service territory, that customer may remain on delivery service at their option, with the concurrence of their supplier provided the customer is eligible to participate in the new jurisdiction.

RATE FOR MONTHLY DELIVERIES

System Charge

All billing months

Heating and/or Cooling	\$47.10 per bill
Non-Heating and Non-Cooling	\$17.50 per bill

Distribution Charge

All therms delivered during the billing month:

First 300 therms	31.70¢ per therm
Next 6,700 therms	21.84¢ per therm
Over 7,000 therms	16.20¢ per therm

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution Charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the system charge.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

CAPACITY ALLOCATION CHARGE

The Distribution Charge shall be subject to the Capacity Allocation Charge, per Commission Order No. 82434 in Case No. 8509(cc). The charge will be in effect for a 24-month period from May 2009 through April 2011. Each computed charge shall be adjusted for any taxes levied upon the Company which are based upon revenues by dividing the charge by the complement of the tax rate on such revenues.

ISSUED: April 30, 2009

EFFECTIVE: For meter readings on and after April 30, 2009

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Firm Group Metered Apartment Delivery Service - Rate Schedule No. 3A (Continued)

LATE PAYMENT CHARGE

All bills are due and payable when rendered and the charges stated apply when the bills are paid within twenty days after date of rendition. If bills are not paid within twenty days after rendition, a late payment charge will be added equal to one and one-half percent of the unpaid bill and at the end of the first nominal thirty day billing interval after that, an additional charge of one and one-half percent of any portion of the original amount which remains unpaid, and at the end of the second thirty-day nominal billing interval, an additional charge will be made equal to 2 percent of any portion of the original amount which remains unpaid at that time; however, the total of such charges shall not exceed 5%.

NOTICE OF RETURN TO SALES SERVICE

A customer requesting to return to sales service (Rate Schedule No. 3) shall provide the Company with 12-months prior notice from the day service will be requested to begin. If a customer requests to return to sales service in a time frame shorter than that twelve month period, the Company will provide such service to the extent it has or can acquire the necessary capacity to serve customer's requirements. If such capacity costs are more than embedded average costs when expressed on a per therm basis, the customer will be required to pay for such excess until the twelve month advance notice period has been satisfied.

If a customer is also served under the Capacity Assignment as described in Rate Schedule No. 8 and said customer requests to return to Sales service, the assigned capacity shall revert to the Company for use in serving that customer and the customer shall be allowed to return to sales service.

A customer may return to Sales Service, as described above, on the first of the subsequent month following the date of such request. In no event, however, shall such notice be less than thirty days. In such an event, the customer can return to sales service on the day of the second subsequent meter reading date.

FIRM CREDIT ADJUSTMENT

The Distribution Charge shall be subject to the Firm Credit Adjustment (FCA), in accordance with General Service Provision No. 20.

GAS SUPPLY REALIGNMENT ADJUSTMENT

The Distribution Charge shall be subject to the Gas Supply Realignment Adjustment (GSRA) in accordance with General Service Provision No. 26.

BILLING MONTH

The term "billing month" set forth above for the applicable Distribution Charge shall mean the calendar month representing the principal usage for the monthly meter reading.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Firm Group Metered Apartment Delivery Service - Rate Schedule No. 3A (Continued)

COST RESPONSIBILITY

The customer shall be responsible for the payment of any tax or assessment levied by any jurisdiction related to the acquisition, delivery or use of delivered gas.

LOST AND UNACCOUNTED-FOR GAS

The amount of gas retained by the Company shall be a percentage equal to the percentage of lost and unaccounted-for gas experienced in the Company's sales services during the billing month.

SPECIAL PROVISION - UNMETERED GAS FOR LIGHTING

A Unmetered gas delivery service is available under this schedule for outdoor gas lights installed on the Company's side (upstream) of the meter on or before September 29, 1999, provided:

1. The lights conform with the Company's General Service Provisions; and,
2. The posts and lamps are owned by and installed and maintained at the expense of the customer or property owner.

B. The monthly gas consumption of the light or lights used in each installation shall be determined by multiplying the aggregate rated hourly input capacity of the light(s) by 730 hours, adjusted to reflect hours of use if applicable and converting the product (rounded to the nearest 100 cubic feet) to therms which shall be added to the metered usage and the total usage billed at the rates contained herein.

C. Where the customer does not use metered gas for other purposes under this schedule, unmetered gas used for lighting shall be considered Commercial and Industrial Service and billed as provided under Special Provision – Unmetered Gas for Lighting of Rate Schedule No. 2.

GROSS RECEIPTS TAX SURCHARGE

Amounts billed to customers shall include a surcharge to reflect any increase or decrease in the effective gross receipts tax rate from the effective gross receipts tax rate in effect at the time the sales agreement became effective for service. The surcharge factor shall be computed as follows where R represents the decimal equivalent of the changed rate and E represents the existing gross receipts tax rate.

$$\text{Surcharge Factor} = (R - E) / (1 - R)$$

Such surcharge factor or any subsequently revised factor shall become effective along with the billing of revenues to which the changed gross receipts tax rate first applies. The amount of such charge shall be shown separately on bills rendered to customers.

GENERAL SERVICE PROVISIONS

Except as otherwise specifically provided herein, the application of this schedule is subject to the General Service Provisions of the Company as they may be in effect from time to time, and as filed with the Public Service Commission.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

MARYLAND DIVISION

Interruptible Delivery Service

Rate Schedule No. 4

I. DELIVERY SERVICE

AVAILABILITY

Delivery Service under this schedule is available in the Maryland portion of the Company's service area to any Customer when:

- A. The Customer has a minimum annual requirement for delivery service of 20,000 therms, at a single delivery point.
- B. The Customer executes a service agreement for a period of one year and from month to month thereafter and may be terminated upon 30 days written notice.
- C. The Customer has purchased, or has agreed to purchase, an adequate supply of natural gas of a quality acceptable to the Company, to be delivered into the Company's distribution system at an agreed upon location from a third party. When a Customer no longer has a third party Supplier, then the Customer will remain interruptible but will pay the applicable firm rates for any gas consumed during a month. Customers will have a period of 3 months to choose another Supplier or, depending on Company infrastructure capabilities and/or availability, may be switched to Rate Schedule 2 or Rate Schedule 3 until which time the Customer chooses another Supplier.
- D. The Customer warrants that it has good and legal title to all gas transported by its Suppliers to the Company, and agrees to indemnify and hold the Company harmless from any loss, claims or damages in regard to such title.
- E. Upon request, the customer provides the Company with all documentation deemed necessary by the Company to show that requisite approvals for acquisition and use of Customer-owned gas have been secured from all regulatory bodies having jurisdiction. The Customer is responsible for making any filings or reports, as required, pertaining to the acquisition and use of the gas and the transportation of the gas from the Customer's source to the Company's interconnection with the delivering pipeline supplier.
- F. The Customer's supplier and/or pipeline transporter agrees to provide electronically, or other means as specified by the Company, daily nomination data including the daily nominated volumes, the name of the interstate pipeline delivering Customer volumes to the city-gate, the associated "upstream shipper number", and the facility name of the Customer for such gas to

ISSUED: August 28, 2003

EFFECTIVE: For meter readings on and after September 1, 2003

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service - Rate Schedule No. 4 (Continued)

I. DELIVERY SERVICE (Continued)

be delivered to the Company during the subsequent calendar month. In addition, electronically, by 3 p.m. Eastern time each preceding day, data is to be provided on daily nominations by interstate gas pipeline whenever changes occur. It is the Customer's, Designated Agent's, and/or Supplier's, responsibility to determine the confirmation of their nomination via the pipeline bulletin board.

G. The capacity of the Company's facilities and other conditions are sufficient to deliver the quantities requested by the Customer.

H. An interruption monitoring meter to be owned and maintained by the Company is required. Any new Customer under this rate schedule or any Customer switching to this rate schedule shall pay a charge for such metering installation which amount shall be set forth in the service agreement and may be assessed in equal monthly payments over the term of the agreement plus interest equal to the Company's overall rate of return as authorized by the Commission. The Customer shall provide uninterrupted electrical requirements for the Company's facilities and maintain a dedicated phone line to be used to provide the Company with on-going communication with the meter installation.

I. The provisions of the Company's General Service Provision No. 24, CURTAILMENT PRIORITIES, shall apply to this service in all respects.

RATE FOR MONTHLY USAGE

System Charge

(All billing months) \$115.00 per Customer

Distribution Charge (Per therm)

All gas delivered during the billing month:

First 75,000 therms	9.50¢
Over 75,000 therms	5.41¢

An Interruptible Rate Adjustment (IRA) factor shall be calculated and applied on an annual basis to the above Distribution Charges to recover amounts less than \$4,867,367 or refund amounts greater than \$5,354,104 as specified in the methodology approved in Case No. 8990.

ISSUED: November 21, 2007

EFFECTIVE: For service rendered on and after November 27, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service - Rate Schedule No. 4 (Continued)

I. DELIVERY SERVICE (Continued)

POSTING

Customers taking service under this rate schedule may have access to the Company's Bulletin Board Service (see Information Services).

Monthly prices (RATE FOR MONTHLY USAGE ) shall be posted via the Bulletin Board Service the day before the earliest nomination deadline of the Company's interstate pipelines each calendar month. Such posting shall include, but not be limited to, the posting of the monthly prices for a 12-month contract.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the System Charge.

MARYLAND FRANCHISE TAX SURCHARGE

Billings under this Rate Schedule shall include an amount applicable to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

LATE PAYMENT CHARGE

All bills are due and payable when rendered and the charges stated apply when the bills are paid within twenty days after date of rendition. If bills are not paid within twenty days after rendition, a late payment charge will be added equal to one and one-half percent of the unpaid bill and at the end of the first nominal thirty-day billing interval after that, an additional charge of one and one-half percent of any portion of the original amount which remains unpaid, and at the end of the second thirty-day nominal billing interval, an additional charge will be made equal to 2 percent of any portion of the original amount which remains unpaid at that time; however, the total of such charges shall not exceed 5%.

BILLING MONTH

The term "billing month" set forth above for the applicable delivery charge shall mean the calendar month representing the principal usage for the monthly meter reading.

LOST AND UNACCOUNTED-FOR GAS

The amount of gas retained by the Company shall be a percentage equal to the percentage of lost and unaccounted-for gas experienced in the Company's sales services for the billing month.

BALANCING CUSTOMER SUPPLIED GAS WITH CUSTOMER USAGE

The Company will provide balancing service to Customers' Suppliers in order to balance the customers' usage with the city-gate deliveries for Customer accounts. As directed in Rate Schedule No. 6, a Customer will be required to have an agreement with a Suppliers to balance city-gate deliveries with consumption. Customers will not be notified of Balancing Curtailments by the Company. The Company will notify the customer's balancing Supplier.

ISSUED: August 28, 2003

EFFECTIVE: For meter readings on and after September 1, 2003

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service - Rate Schedule No. 4 (Continued)

I. DELIVERY SERVICE (Continued)

INFORMATION SERVICES

A Bulletin Board Service shall be available to Customers to track daily uses, imbalance levels and posted delivery charges.

A Customer's third-party Supplier may be provided access to the Company's Bulletin Board Service upon written authorization from each associated Customer. The Customer shall control a third-party Supplier's access.

A non-Customer related entity may have access to the Company's Bulletin Board Service subject to a monthly information charge of \$39.00.

GROSS RECEIPTS TAX SURCHARGE

Amounts billed to Customers shall include a surcharge to reflect any increase or decrease in the effective gross receipts tax rate from the effective gross receipts tax rate in effect at the time the sales agreement became effective for service. The surcharge factor shall be computed as follows where R represents the decimal equivalent of the changed rate and E represents the existing gross receipts tax rate.

$$\text{Surcharge Factor} = \frac{R - E}{1 - R}$$

Such surcharge factor or any subsequently revised factor shall become effective along with the billing of revenues to which the changed gross receipts tax rate first applies. The amount of such charge shall be shown separately on bills rendered to Customers.

ISSUED: August 28, 2003

EFFECTIVE: For meter readings on and after September 1, 2003

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service – Rate Schedule No. 4 (Continued)

II. SPECIAL TERMS AND CONDITIONS

SEPARATE METERING Gas delivered under this schedule, except for oil burner pilot usage, shall not be used interchangeably with gas supplied under any other schedule, and shall be separately metered; provided however, that if both firm and interruptible sales/deliveries are made to a Customer at one location, and if separate metering of the interruptible portion of such sales/deliveries is not practicable, monthly firm and interruptible sales/deliveries shall be determined as follows:

- (a) Firm sales/deliveries – The firm maximum day's quantity specified by written agreement between Customer and company multiplied by the number of days in the billing month.
- (b) Interruptible sales/deliveries - All gas in excess of firm sales/ deliveries determined as described in (a).

INTERRUPTIONS - Deliveries by the Company to any Customer under this schedule shall be on an interruptible basis only, and the Company, shall have the right to interrupt delivery service whenever, in the sole judgement of the Company, such interruption is required to maintain the safe and reliable operation of its system or some portion of its system, regardless of whether or not the Customer, designated agent, or has delivered gas to a Company citygate.

During an interruption of delivery service on the Company's system, Customers shall not consume any gas, including gas that is delivered to the Company for the Customers accounts at the city-gate net of an adjustment for lost and unaccounted-for gas and a dry to wet conversion.

The Company shall give the Customer as much advance notice of interruption hereunder, but not less than one hour.

The Company reserves the right to refuse delivery of gas for operational reasons. Pipeline penalties assessed the Company that are a result of a Customer's failure to comply with an interruption of delivery service will be the responsibility of the Customer.

DELIVERY SERVICE OVERRUN PENALTY

Whenever an interruptible Customer fails to interrupt natural gas use when notified to do so by the Company, the Company shall assess a penalty of \$2.25 per therm of such natural gas used during the interruption period. This interruption penalty shall be in addition to any penalty, fine or charge incurred by the Company in whole or in part attributable to the delivery of gas to the interruptible Customer and in addition to the delivery charges to such Customer. These penalties are not subject to waiver.

ISSUED: August 28, 2003

EFFECTIVE: For meter readings on and after September 1, 2003

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service - Rate Schedule No. 4 (Continued)

II. SPECIAL TERMS AND CONDITIONS (Continued)

STAND BY FACILITIES - In all cases where continuous operation of the Customer's facilities is necessary, the Customer shall provide and maintain stand-by equipment, including fuel supply for operation thereof, in satisfactory operating condition and of sufficient capacity to permit full interruption of the interruptible gas supply.

METER READING - Monthly meter readings for the purposes of billing shall be made on or about the last day of each calendar month. Daily readings will be provided to Customer's Suppliers via the Gas Management System (GMS) or Bulletin Board Service. Daily Readings that are unavailable due to metering problems will not be the responsibility of the Customer or Suppliers as long as it is not a problem with the telephone line. The Company will reconcile metering problems within 24 hours of the Company's notification, unless the meter problem is caused by a power outage, telephone line interruption, or meter equipment failure, requiring the Company to visit the Customer's site for a diagnosis, at which point the Company will reconcile the problem as promptly as possible.

EXTENSION OF FACILITIES - The Company may require a deposit from any Customer to be served under this schedule for the amount by which the cost of main extensions, installation of service pipes, meters, regulators, and other facilities necessary, to provide service hereunder, exceeds 20% of the estimated annual revenue from such Customer. Such deposit shall be held by the Company on a non-interest bearing basis and may be refunded in full or in part, whenever, in the opinion of the Company, the use of gas and other related conditions justify such refund.

COST RESPONSIBILITY - The Customer shall be responsible for the payment of any tax or assessment levied by any jurisdiction related to the acquisition, delivery or use of delivered gas.

REVENUE ACCOUNTING - Revenues received from Delivery Service Overrun Penalties shall be credited in the calculation of the Purchased Gas Charge set forth in General Service Provision No. 16. Other Delivery Service revenues shall be reflected in the calculation of the Firm Credit Adjustment as set forth in General Service Provision No. 20.

III. GENERAL SERVICE PROVISIONS

Except as otherwise specifically provided herein, the application of this schedule is subject to the General Service Provisions of the Company as they may be in effect from time to time, and as filed with the Public Service Commission. In addition, prior to moving from this rate schedule to a firm rate schedule, the Customer must receive the Company's approval to do so. The Company's approval will involve subjecting the Customer's request to General Service Provision(s) 13 and 14, as applicable.

ISSUED: November 30, 2004

EFFECTIVE: For meter readings on and after December 15, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service - Rate Schedule No. 4 (Continued)

**RESERVED FOR FUTURE USE**

ISSUED: August 28, 2003

EFFECTIVE: For meter readings on and after September 1, 2003

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service - Rate Schedule No. 4 (Continued)

**RESERVED FOR FUTURE USE**

ISSUED: August 28, 2003

EFFECTIVE: For meter readings on and after September 1, 2003

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

MARYLAND

Developmental Natural Gas Vehicle Service

Rate Schedule No. 5

**(Effective November 27, 2007, Rate Schedule No. 5 is closed to new customers.)**

AVAILABILITY

This schedule is available in the Maryland portion of the Company's service area for:

- (1) the sale of compressed natural gas (CNG); or
- (2) the sale of separately metered uncompressed natural gas;

solely to fuel a motor vehicle or vehicles at refueling facilities operated at Company or customer locations.

COMPRESSED NATURAL GAS SERVICE FOR NATURAL GAS VEHICLES

This service is available for refueling vehicles with CNG when the capacity of the Company's compression facilities and the available gas supply are sufficient to provide the quantities requested by the customer; and the customer executes a CNG Service for Natural Gas Vehicles Agreement or agrees to pay the posted price.

If the customer engages in the resale of CNG for use as a motor vehicle fuel, the following conditions apply:

- (a) The customer agrees to obtain and maintain, at its expense, all necessary certificates, licenses and regulatory approvals necessary to engage in the sale of natural gas for use as a motor vehicle fuel; and
- (b) The customer shall be responsible for collecting and paying all taxes applicable to all such sales.

Rate for Monthly Consumption

For customers who execute a CNG Service for Natural Gas Vehicles Agreement, the charge for sales of CNG shall be negotiated and set forth in the Agreement. For customers who do not execute a CNG Service for Natural Gas Vehicles Agreement, the charge shall be market-based and posted at the refueling facility. Such charges shall not be less than the Company's weighted average commodity cost of gas, plus allowances for unaccounted-for gas and all applicable taxes.

ISSUED: November 21, 2007

EFFECTIVE: For service rendered on and after November 27, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

Developmental Natural Gas Vehicle Service (Continued)

Rate Schedule No. 5 (Continued)

The Company is under no obligation to determine if a customer is exempt from taxation. Customers seeking tax exemption must file verification of such status with the Company.

UNCOMPRESSED NATURAL GAS SERVICE FOR NATURAL GAS VEHICLES

This service is available for the sale of separately metered uncompressed natural gas for use solely as a motor vehicle fuel under the following conditions:

- (a) The capacity of the Company's facilities and the available gas supply are sufficient to provide the quantities requested by the customer;
- (b) Where applicable, the customer agrees to obtain and maintain, at its expense, all necessary certificates, licenses and regulatory approvals, necessary to engage in the sale of natural gas for use as a motor vehicle fuel;
- (c) If the customer engages in the resale of natural gas for use as a motor vehicle fuel, the customer shall be responsible for metering, in accordance with local standards, and for collecting and paying all taxes applicable to, all such sales; and
- (d) The customer executes a Natural Gas Vehicle Service Agreement.

Rate For Monthly Consumption

The charge for sales of separately metered uncompressed natural gas for use solely as a motor vehicle fuel shall be negotiated and set forth in the Uncompressed Natural Gas Service For Natural Gas Vehicles Agreement. Such charge shall not be less than the Company's weighted average commodity cost of gas plus allowances for unaccounted-for gas and all applicable taxes.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Developmental Natural Gas Vehicle Service (Continued)

Rate Schedule No. 5 (Continued)

MEASUREMENT

Compressed Natural Gas Service

The measurement unit for CNG shall be the Gasoline Gallon Equivalent (GGE). The GGE shall be determined in accordance with local standards. In the absence of such standards the GGE shall be 5.34 lbs., plus or minus 2%, as measured by the mass motion or sonic nozzle CNG dispensing equipment. For each sale, the dispenser shall display the applicable GGEs.

Uncompressed Natural Gas Service

The measurement unit for separately metered uncompressed natural gas for use solely as a motor vehicle fuel shall be the cubic foot.

DELIVERY SERVICE FOR NATURAL GAS VEHICLES

This service is available for delivery of customer owned natural gas for use in customer compression facilities, without minimum volume requirements, as follows:

- (a) The capacity of the Company's facilities and the available gas supply are sufficient to provide the quantities requested by the customer.
- (b) The customer has purchased, or has agreed to purchase, under a contract with an initial term of not less than one year an adequate supply of natural gas of a quality acceptable to the Company, and has made, or has caused to be made, arrangements by which such volumes of natural gas can be delivered, either directly or by displacement, into the Company's distribution system at the customer's expense.
- (c) The customer warrants that it has good and legal title to all gas supplied to the Company, and agrees to indemnify and hold the Company harmless from any loss, claims or damages in regard to such title.
- (d) The customer is responsible for making any filings or reports, as required, pertaining to the acquisition and use of gas and the transportation of the gas from the customer's source to the Company's interconnection with the delivering pipeline suppliers.
- (e) The customer's gas supply source or pipeline transporter agrees to provide on a timely basis no later than the tenth calendar day of each month, daily delivery data for such gas delivered to the Company during the preceding calendar month.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Developmental Natural Gas Vehicle Service (Continued)

Rate Schedule No. 5 (Continued)

DELIVERY SERVICE FOR NATURAL GAS VEHICLES (Continued)

- (f) Delivery revenues hereunder shall be excluded in computations under the FCA section of the PGC provision.
- (g) The customer executes a Natural Gas Vehicle Delivery Service Agreement for not less than one year.

Rate For Monthly Consumption

The charge for the delivery of separately metered natural gas for use solely as a motor vehicle fuel shall be negotiated and set forth in the Natural Gas Service For Natural Gas Vehicles Agreement.

Sales taxes are not included in the above basic charges and shall be collected as a separately stated charge on the monthly bill for service. The Company is under no obligation to determine if a customer is exempt from taxation. Customers seeking tax exemption must file such verification with the Company.

Special Terms and Conditions

- (1) Monthly meter readings shall be made on or about the last day of each calendar month.
- (2) The Overrun Penalty, Customer Using More Gas Than Provided By Customer, Customer Providing More Gas Than Customer's Usage, and Lost and Unaccounted-for Gas Special Terms and Conditions of the Company's Rate Schedule No. 4 shall apply as their content is appropriate and as the specified provisions may be modified or replaced from time to time and approved by the Public Service Commission. Such terms and conditions may be negotiated between the Company and the customer and specified in the Natural Gas Vehicle Service Agreement.

LATE PAYMENT CHARGE

All bills are due and payable when rendered and the charges stated apply when the bills are paid within twenty days after date of rendition. If bills are not paid within twenty days after rendition, a late payment charge will be added equal to one and one-half percent of the unpaid bill and at the end of the first nominal thirty-day billing interval after that, an additional charge of one and one-half percent of any portion of the original amount which remains unpaid, and at the end of the second thirty-day nominal billing interval, an additional charge will be made equal to 2 percent of any portion of the original amount which remains unpaid at that time; however, the total of such charges shall not exceed 5%.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Developmental Natural Gas Vehicle Service (Continued)

Rate Schedule No. 5 (Continued)

OTHER TERMS AND CONDITIONS

Except as otherwise specifically provided herein, the application of this schedule is subject to the General Service Provisions of the Company as they may be in effect from time to time, and as filed with the Public Service Commission.

Sales of gas hereunder are not subject to the Purchased Gas Charge provision (PGC) or the Firm Credit Adjustment provision (FCA).

Gas costs applicable to sales hereunder shall be excluded from the Actual Cost Adjustment (ACA) calculations at the monthly weighted average commodity cost of gas.

MARYLAND FRANCHISE TAX SURCHARGE

Billings under this Rate Schedule shall include an amount applicable to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

Interruptible Delivery Service Gas Supplier Agreement

Rate Schedule No. 6

AVAILABILITY

For qualified third party gas Suppliers and/or Designated Agents where:

- A. The Supplier receives agreement including through the Internet or through a recorded telephone call with the Customer, or customers, served under Interruptible Delivery Service Rate Schedule No. 4 to transport gas to the Company's city-gate for the account of such Customer or Customers.
- B. The Supplier executes a Gas Supplier Application Agreement with the Company to provide service to Customers under this Schedule and agrees to abide by the terms of this Rate Schedule. Such application Agreement shall include, but not be limited to data on the Daily Operating Procedures as they apply to Suppliers.
- C. The Supplier satisfies the Company's credit requirements as defined in this Rate Schedule.
- D. The Supplier shall provide, for internet enrollment, renewal, renegotiations and cancellation information transfer between the Customer and the Supplier, a secure environment to ensure privacy of Customer information.
- E. A failure to either provide a Customer with at least fifty percent of its Daily Requirement Volume (DRV) for fifteen consecutive days or to reconcile a FAILURE TO DELIVER THE DRV, as described below will be considered a breach of contract and the Agreement will be considered terminated. Under such circumstances the Customer will remain as an Interruptible Delivery Service Customer charged the applicable firm rates during that period (up to 3 months) for the volume provided by the Company. However, if the Customer wishes to be provided service by another Supplier, and that Supplier complies with the requirements of this rate schedule, the Customer can initiate service with that Supplier on the day of the subsequent meter read of the Customer. Under the above circumstances, the defaulting Supplier shall be responsible for, in addition to any other charge pursuant to the Company's Interruptible Delivery Service Rate Schedule(s), any penalty, fine or cost incurred by the Company as a result of such breach and termination.
- F. If a Customer decides to terminate service with its Supplier and that Supplier provides confirmation of its agreement to terminate its contract, such Customer may remain under the Interruptible Delivery Service Schedule for a period up to 3 months and will be charged the applicable firm rates for the volume provided by the Company. Customers will have a period of 3 months to choose another Supplier or, depending on Company infrastructure capabilities and/or availability, may be switched to Rate Schedule 2 or Rate Schedule 3 until such time as the Customer chooses another Supplier. If such Customer wishes to be provided service by another Supplier, and that Supplier complies with the requirements of this Rate Schedule, said Customer can initiate service effective with the subsequent meter read of the Customer.

ISSUED: November 30, 2004

EFFECTIVE: For meter readings on and after December 15, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service Gas Supplier Agreement – Rate Schedule No. 6 (continued)

- G. The Company will, upon the written request of interested Suppliers, distribute in writing and/or electronic form, to Suppliers a listing of the historic weather-normalized average usage for a two-year period for Customers they are currently serving.
- H. The Supplier agrees to notify the Company in writing of any significant known and/or anticipated changes in its Customer's daily requirements. Such notification should include, but not be limited to, changes in the Company's rate classes. The Company in conjunction with the Supplier may, due to operational considerations, modify or eliminate a Supplier's DRV on any day with twenty-four hours notice.

DEFINITIONS

- A. (Daily Required Volumes (DRV) – Aggregate Balancing): The amount of Supplier gas to be delivered to the Company's city-gate as adjusted daily as determined by the Company's and within the minimum/maximum volume requirements as provided by the Company in accordance with this Rate Schedule to be delivered by the interstate gas pipeline(s) to the Company's city-gate each day of the month.
- B. (Daily Required Volumes – Self-Balancing): The amount of Supplier gas to be delivered to the Company city-gate daily as determined by the Supplier. This DRV shall be within the minimum/maximum volume requirements as provided by the Company in accordance with this Rate Schedule and shall be delivered by the interstate gas pipeline(s) to the Company's city-gate each day of the month.
- C. Operational Flow Order: A communication from the Company indicating that a Supplier's deliveries of gas may adversely impact the safe and reliable operation of the Company's distribution system. The Company has the right to require the Supplier and/or Designated Agent to take action which, in the sole judgement of the Company, will positively impact the operations of the system and may include, but is not limited to, the following : 1) discontinuing delivery of the Supplier's gas, or 2) requiring the Supplier and/or Designated Agent to provide the delivery to a different receipt point on its system.
- D. Daily Balancing Curtailment "Long": A system condition communicated by the Company, when the system has confirmed deliveries of gas that exceed system load, and the Company is utilizing its firm resources to dispose of this excess gas associated with firm Customer requirements. All Interruptible Delivery Service Customers Suppliers and/or Designated Agents must deliver gas to the system equal to or less than their usage. All Interruptible Delivery Service deliveries in excess of metered usage will be subject to penalty pursuant to the Interruptible tariff.
- E. Daily Balancing Curtailment "Short": A system condition communicated by the Company, when the system is utilizing its firm resources to meet the load requirements of its firm Customers and interruptible resources are inadequate or unavailable, the Company has insufficient quantities of gas to meet the load of Interruptible Customers. All Interruptible Delivery Service Customers Suppliers and/or Designated Agents must deliver gas to the system equal to or exceeding their usage. All Interruptible Delivery Service usage in excess of confirmed deliveries will be subject to penalty pursuant to the Interruptible tariff.
- F. System Alert: An announcement of actual or pending events that, if unchecked, may result in an OFO being issued. The System Alert advises Suppliers or Customers what actions are requested and what actions may be mandated if the voluntary response is not adequate. The Company is not obligated to issue a System Alert before an OFO, but will endeavor to do so.

ISSUED: August 28, 2003

For service rendered on and after September 1, 2003

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service Gas Supplier Agreement – Rate Schedule No. 6 (continued)

DEFINITIONS (continued)

- G. Gas Daily Index: Pricing mechanism in place for under/over deliveries, per Dth, at TRANSCO's Zone 6, Non-New York commodity rate.
- H. Monthly Imbalance: The cumulative calendar month difference between volumes delivered for the account of the Customer by the Supplier and/or Designated Agent and actual metered usage as adjusted for cash out volumes.
- I. Daily Imbalance: The daily difference between volumes delivered for the account of the Customer by the Supplier and/or Designated Agent and the actual metered usage or forecasted volumes depending on the balancing service.
- J. Banked Volumes: The positive or negative Monthly Imbalance volume held for the account of the Customer within the Monthly Imbalance tolerance.
- K. Designated Agent/Supplier: Person(s) responsible for the nomination and delivery of gas to the Company city-gate on behalf of their Customer(s).
- L. Gas Day: Consistent with the North American Energy Standards Board definition, the twenty-four hour period from 10:00 AM to 10:00 AM, Eastern time.

BALANCING DELIVERED GAS WITH CUSTOMER USAGE

The Company will provide Suppliers and/or Designated Agents with the option to select one of three balancing services to provide for daily balancing deliveries with Customer usage during a month.

A. Aggregate Balancing Service With Daily Tolerance

Daily Balancing: The Company will calculate a DRV for each interruptible Customer, and provide a single aggregated DRV to the Supplier. The Supplier's Daily Imbalance must be within (+/-) 15% of this DRV each day, unless otherwise specified by the Company, or incur penalties as herein described under FAILURE TO DELIVER THE DRV.

Monthly Balancing: In the event that the Supplier's Monthly Imbalance plus Banked Volumes exceeds 15% of the higher of the cumulative daily DRV or the cumulative daily Customers actual usage at the end of a calendar month, at the discretion of the Company, (1) the gas in excess of the requirement will be sold by the Company to the Supplier and will be billed at the Company's weighted average commodity of flowing gas for that particular month, plus 10% and (2) over-deliveries will be credited to the Supplier's bill at the Company's weighted average commodity of flowing gas for that particular month, less 10%. Monthly Imbalances below the 15% tolerance shall be added to or subtracted from the Supplier's Banked Volumes. Monthly Imbalance trading will be allowed up to 2 business days after the month.

B. Aggregate Balancing service Without Daily Tolerance

Daily Balancing: The Company will calculate a DRV for each interruptible Customer, and provide a single aggregated DRV to the Supplier. The Supplier agrees to deliver the DRV each day, unless otherwise specified by the Company pursuant to the provisions stated below in "Changes to the DRV", or incur penalties as herein described under FAILURE TO DELIVER THE DRV. Failing to deliver the DRV will cause the Supplier to be transferred to the Aggregate Balancing Service With Daily Tolerance for the remainder of the month.

ISSUED: May 4, 2004

For service rendered on and after June 1, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service Gas Supplier Agreement – Rate Schedule No. 6 (continued)

Monthly Balancing: The Company will work in cooperation with the Supplier to minimize Banked Volumes by adjusting the daily DRV. Imbalances remaining at the end of the month will be added or subtracted from the Supplier's Banked Volumes and carried forward to the following month.

Changes to the DRV: In recognition of possible changes to customer usage trends, whether they be seasonal or otherwise, the Company and Supplier agree to maintain a frequent and open dialogue so that the DRV can be adjusted in a timely manner, avoiding adverse impacts to this balancing service.

Should a material discrepancy arise in the aggregated DRV provided by the Company to the Supplier and the Supplier's estimate of its aggregated DRV for the gas day, the Company will provide the Supplier with supporting documentation for the establishment of its DRV and the Supplier will provide the Company the supporting information for its estimate of the DRV. The Company and Supplier will attempt to resolve the discrepancy within twenty-four (24) hours of the communication establishing the discrepancy. Should the discrepancy be resolved, the disputed volumes will be reconciled over the ensuing Gas Day(s).

Should the discrepancy not be resolved, the Supplier shall deliver the Company's aggregated DRV for the day. If the Company's weather adjusted (for actual temperatures), aggregated DRV for the day exceeds actual usage by the Supplier's customers in excess of 7.5%, the amount of deliveries in excess of actual usage, up to and including 7.5% shall be credited to the Supplier's inventory for the month. The amount of deliveries greater than 7.5% of actual usage shall be purchased by the Company at the Company's weighted average cost of gas at the city gate for the day. If the Company's weather adjusted (for actual temperatures), aggregate DRV for the day is less than actual usage by the Supplier's customers by more than 7.5%, the amount of deliveries less than actual usage, up to and including 7.5% shall be debited from the Supplier's inventory for the month. The amount of deliveries less than actual usage, in excess of 7.5% shall be purchased by the Supplier at the Company's weighted average cost of gas at the city gate for the day.

C. Self Balancing Service (Individual)

Daily Balancing: The Supplier will determine the DRV of its Customers, and must maintain its Daily Imbalance within (+/-) 15% of its Customers' actual usage each day, unless otherwise specified by the Company, or incur penalties as herein described under FAILURE TO DELIVER THE DRV.

Monthly Balancing: In the event that the Supplier's Monthly Imbalance plus Banked Volumes exceeds 15% of the higher of the cumulative daily DRV or the cumulative daily Customers actual usage at the end of a calendar month, at the discretion of the Company, (1) the gas in excess of the requirement will be sold by the Company to the Supplier will be billed at the Company's weighted average commodity of flowing gas for that particular month, plus 10% and (2) over-deliveries will be credited to the Supplier's bill at the Company's weighted average commodity of flowing gas for that particular month, less 10%. Monthly Imbalances below the 15% tolerance shall be added to the Supplier's Banked Volumes. Monthly Imbalance trading will be allowed up to 2 business days after the month.

D. Self Balancing Service (Aggregate)

Daily Balancing: The Supplier will determine the DRV of its Customers in aggregate, and must maintain its Daily Imbalance within (+/-) 15% of its Customers' aggregate actual usage each day, unless otherwise specified by the Company, or incur penalties as herein described under FAILURE TO DELIVER THE DRV.

Monthly Balancing: In the event that the Supplier's Monthly Imbalance plus Banked Volumes exceeds 15% of the higher of the cumulative daily DRV or the cumulative daily Customers aggregate actual usage at the end of a calendar month, at the discretion of the Company, (1) the gas in excess of the requirement will be sold by the Company to the Supplier will be billed at the Company's weighted average commodity of flowing gas for that particular month, plus 10% and (2) over-deliveries will be credited to the Supplier's bill at the Company's weighted average commodity of flowing gas for that particular month, less 10%. Monthly Imbalances below the 15% tolerance shall be added to or subtracted from the Supplier's Banked Volumes. Monthly Imbalance trading will be allowed up to 2 business days after the month.

BALANCING CHARGE

A balancing charge shall be billed to Suppliers applicable to all Customer usage during the month. This rate shall be established annually based on the allocated cost applicable to providing interruptible delivery service for the twelve months ended August each year. The Company shall file with the Commission the balancing charge and supporting workpapers at least 10 days prior to the effective date of the charge.

ISSUED: November 21, 2007

For service rendered on and after November 27, 2007

Adrian P. Chapman – Vice President, Operations, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service Gas Supplier Agreement – Rate Schedule No. 6 (continued)

BALANCING CHARGE (continued)

DAILY SUPPLY SCHEDULING – Aggregate Balancing Service

The Daily Required Volumes shall be calculated by the Company by a) multiplying the Suppliers weather gas factor, as estimated by the Company, times the forecasted HDD's, b) adding the base gas and c) adjusting the results to produce, in the aggregate of all Suppliers and the Company, the Company's total estimated sendout for that day. The Suppliers base and weather use factors will be based on such factors for each of their Customers as estimated by the Company. The result of this calculation shall be adjusted for lost and unaccounted-for gas and Company Use and a wet to dry measurement basis. The Supplier is required to deliver within (+/-) 15% of its DRV, unless otherwise specified by the Company, except when the Company declares a Daily Balancing Curtailment. In the event of a Daily Balancing Curtailment "Long", the Supplier may deliver no more than its DRV, and under a Daily Balancing Curtailment "Short", no less than its DRV. Failure to deliver the DRV occurs whenever a Supplier's DRV is more or less than actual deliveries to the city-gate. Such over-or under-deliveries will be reconciled as herein described under FAILURE TO DELIVER THE DRV.

DAILY SUPPLY SCHEDULING – Self Balancing Service

The Daily Required Volumes shall be determined by the Supplier on a daily basis. The Supplier is required to deliver within (+/-) 15% of its DRV, unless otherwise specified by the Company, except when the Company declares a balancing curtailment. In the event of a Daily Balancing Curtailment "Long", the Supplier may deliver no more than its DRV, and under a Daily Balancing Curtailment "Short", no less than its DRV. Failure to deliver the DRV occurs whenever a Supplier's DRV is more or less than actual deliveries to the city-gate. Such over-or under-deliveries will be reconciled as herein described under FAILURE TO DELIVER THE DRV.

RESPONSIBILITY FOR GAS TRANSPORTATION DELIVERY

The Supplier shall have delivered the DRV to the Company's city gate each day unless failure to deliver is due to force majeure as defined in this Rate Schedule and subject to the Company's operational ability to accept the DRV at the delivery point mutually specified by the Supplier and the Company. The Supplier will be deemed to have met its delivery obligations under this Rate Schedule if the Supplier has nominated and the upstream transporter has confirmed receipts equal to its DRV for re-delivery to the Company's city-gate.

FAILURE TO DELIVER THE DRV

Failure to deliver the DRV occurs whenever deliveries are more or less than the aforementioned allowable daily tolerances. For the period starting September 1, 2003 through May 31, 2004 the Supplier shall be charged a penalty of \$5 per Dth of under-delivery during normal operating conditions and \$12.50 per Dth of under-delivery during periods of OFO or Daily Balancing curtailment in addition to any penalty, fine or cost incurred by the Company as a result of the under-delivery, plus the cost of gas at the Gas Daily Index price for that day. As of June 1, 2004 penalty charges increase to \$10 per Dth and \$25 per Dth of under-delivery, respectively.

ISSUED: August 28, 2003

For service rendered on and after September 1, 2003

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service Gas Supplier Agreement - Rate Schedule No. 6 (continued)

FAILURE TO DELIVER THE DRV (continued)

For the period starting September 1, 2003 through May 31, 2004 where the Supplier has delivered more than 15% over its DRV, the Supplier shall be charged a penalty of \$5 per Dth of over-delivery during normal operating conditions and \$12.50 per Dth of over-delivery during periods of OFO or Daily Balancing Curtailment, plus confiscation of the volumes of gas that were over-delivered except over-deliveries during a period when the Company has initiated a Balancing Curtailment "Short" shall not be subject to confiscation. As of June 1, 2004 penalty charges increase to \$10 per Dth and \$25 per Dth of over-delivery, respectively. The penalty will be assessed on only the volumes over/under the 15% tolerance. The above mentioned penalties are not applicable to any new Supplier, subject to this Rate Schedule on or after September 1, 2003, for a period of one year after that Supplier begins to transport on the Company's system.

If, in the Company's opinion, a Supplier's deliveries of gas may adversely impact the operation of the Company's distribution system, the Company has the right to: 1) refuse delivery of the Supplier's gas, or 2) require the Supplier to provide the delivery to a different receipt point on its system. The Company agrees to issue the Operational Flow Order no later than 10 a.m. for next day deliveries. A penalty of \$25 per Dth will apply for Suppliers not in compliance with Operational Flow Orders.

Gas that is delivered to the Company for the account of Customer(s) at the city-gate net of an adjustment for lost and unaccounted-for gas and a dry to wet conversion during a distribution delivery service interruption will be credited to the Supplier's bill at the current month's spot market price (for the final weekly posting in a month in Natural Gas Week under the heading "Spot Prices" on interstate pipeline systems - part 2, delivered to pipeline, for Transco Pipeline Station 65 as adjusted for fuel, ACA, GRI plus Firm Transportation variable commodity cost charges for gas delivered to Washington Gas' Transco city-gate), to be no greater than the Company's Weighted Average Commodity Cost of Gas for that particular month.

The above penalties shall be in addition to any penalty, fine, charges or cost incurred by the Company as a result of any under and/or over delivery of gas by the Supplier plus the Supplier shall be charged for all under/over deliveries at the Gas Daily Index.

SUPPLIER'S RESPONSIBILITY TO COOPERATE WITH THE COMPANY (indent text alignment below)

The provisions of this Rate Schedule are predicated upon the Supplier's cooperation not to adversely affect the Company's operations. Continued failure to cooperate following a written warning by the Company shall, in the opinion of the Company, result in disqualification of the Supplier as a Delivery Service Supplier Under Rate Schedule No. 6 participation. To be reinstated as a qualified Delivery Service Supplier, in addition to meeting all other applicable qualification criteria, the Supplier shall deposit with the Company for a period of one year, a security deposit in the amount of the product of (1) the Supplier's maximum DRV during the immediately prior twelve month period (2) 30 days and (3) the Purchased Gas Charge (General Service Provision No. 16), all determined at the time the Supplier applies for re-qualification. At the conclusion of one year and upon the Supplier's request, the Supplier's security deposit shall be returned to the Supplier if there has not been another occurrence of non-compliance with the delivery requirements by the Supplier. If there is an additional occurrence of non-compliance with delivery requirements during the one-year period, the security deposit shall be forfeited and the Supplier shall be ineligible for re-qualification for an additional consecutive year.

ISSUED: August 28, 2003

For service rendered on and after September 1, 2003

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service Gas Supplier Agreement - Rate Schedule No. 6 (continued)

EXCHANGE OF REQUIRED INFORMATION

The following procedures shall be followed by the Company and the Supplier to exchange the information required to serve Customers:

1. By the 2<sup>nd</sup> business day prior to the end of the month, each Supplier shall provide to the Company a list of Customers to be supplied by that Supplier during the following month and the balancing option selected for each Customer. Once a Supplier selects a particular balancing option, subsequent month, balancing option elections are assumed to be consistent unless otherwise notified by the Supplier or at the discretion of the Company for good cause, if the Supplier fails to deliver the DRV consistently over the course of any consecutive, two month period.
2. Service to added Customers shall commence with the first calendar day of the month following the notification requirements as described above and the notification requirements as described under the Availability section of this Rate Schedule.
3. Notice to Suppliers, including OFO, provided for and/or required under the Company's Interruptible Delivery Service Rate Schedule 4 shall be made by postings to its GAS MANAGEMENT SYSTEM (GMS). It shall be the responsibility of the Supplier to monitor the GMS and comply with its postings. The Company may supplement such notification through the use of, for example, telephone, facsimile or electronic mail.
4. It is the responsibility of the Supplier to notify the Company of the unavailability or inaccessibility of the GMS to the Supplier. Such notification must be made within twelve hours of the time of failure to access the GMS. Absent such notification the Supplier is deemed to have received all communications and is responsible for complying with all postings.
5. Questions concerning data posted to the GMS, and related billing transactions, must be brought to the attention of the Company within sixty days of its posting. It is the responsibility of the Supplier to bring such questions to the attention of the Company. Any billing complaints or requests for adjustments arising from GMS posted data beyond this time frame will not be recognized by the Company.
6. By 10 a.m. Eastern time each day, the Company shall provide to each Supplier their minimum and maximum gas deliveries and the required allocation of such deliveries by the Company's gate station(s) for the following gas day beginning at 10:00 a.m. In addition, the Company will be providing Suppliers a five-day forecast of their DRV for the aggregate balancing service and an estimate of deliveries for the self-balancing services.
7. For the self balancing services, the Company shall provide to each Supplier Customer usage information no less often than every 4 hours on a daily basis. This information will be made available through the Internet via the GMS or the BBS.
8. In the event that there is a metering equipment failure, which results in incomplete Customer usage information for a given day, the Customers usage shall be considered equal to the Supplier's deliveries for the purpose of calculating imbalances.

ISSUED: May 4, 2004

For service rendered on and after June 1, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service Gas Supplier Agreement - Rate Schedule No. 6 (continued)

FORCE MAJEURE FOR FAILURE TO DELIVER THE DRV

Force Majeure, for purposes of this Schedule, shall be any sudden, unforeseeable event which causes a physical inability to transport gas to or receive gas at the designated point of delivery and which could not have been prevented or overcome by the reasonable efforts of the party claiming Force Majeure. Any acts or omissions in control by the Supplier does not constitute Force Majeure. Force Majeure shall not include: (i) inability of Supplier to schedule gas due to technical or administrative reasons, (ii) any unanticipated increase in cost of providing services, (iii) the curtailment or interruption of interruptible or secondary firm capacity by upstream pipeline suppliers, (iv) any acts in kind that are manageable by the Supplier to prevent or overcome such an event, or (v) failure or loss of market(s) or supply, unless caused by an event of Force Majeure affecting a geographic region. In the event of Force Majeure, the Supplier shall give as soon as possible after the occurrence of Force Majeure written notice and full particulars of such Force Majeure including the extent, if any, to which the Supplier remains able to carry out its obligations and a good faith estimate of when the Supplier expects to recover its ability to fully perform.

LIABILITY LIMITS

The Company shall not be liable for any loss, cost, damage or expense occasioned by the calculation of the DRV. The Supplier shall warrant that, at the time of delivery of gas to the Customer, it will have good title to deliver all gas volumes. The Company shall have no liability with respect to all gas transported prior to its physical delivery to the Company or after its re-delivery to the Customer.

CREDIT WORTHINESS

Prior to the Company approving an Application to provide service to Customers and during the provision of service, the Supplier must demonstrate to the Company's satisfaction that it has met and continues to meet the credit worthiness criteria as set forth in the Application Agreement.

Upon notification by the Company that the Supplier no longer satisfies the credit criteria or has failed to timely pay any bill rendered under this Rate Schedule, the Supplier is disqualified as a Delivery Service Supplier until such time as satisfactory evidence is provided by the Supplier that the Supplier's overall financial condition again meets the Company's credit criteria or an acceptable credit enhancement, including but not limited to a cash deposit, letters of credit or surety bonds, is furnished to the Company.

GAS QUALITY STANDARDS

The Supplier warrants that gas transported to the Company conforms to the quality standards stated in the transporting interstate gas pipeline's FERC approved Tariff.

PAYMENT TERMS

Bills are due and payable upon presentation. The final date for payment of the net amount shown on the bill is 15 days or the 25<sup>th</sup> of the month, whichever is later, from the date of rendition of the bill. Failure to receive the bill does not excuse the Supplier from payment obligations and payments shall be made without regard to any counterclaim whatever. Bills remaining unpaid at the expiration of the net payment period shall be subject to a Late Payment Charge of 1.5% per month applied to any unpaid amount.

Interruptible Delivery Service Gas Supplier Agreement - Rate Schedule No. 6 (continued)

REVENUE ACCOUNTING

Revenues received from penalty charges, balancing charges and other charges imposed through this Rate Schedule shall be credited in the calculation of the Purchased Gas Charge set forth in the General Service Provision No. 16.

COST RESPONSIBILITY

The Supplier shall be responsible for the payment of any tax or assessment levied by any jurisdiction related to the acquisition, delivery or use of delivered gas included but not limited to Gross Receipts Tax.

GENERAL SERVICE PROVISIONS

Except as otherwise specifically provided herein, the application of this Rate Schedule is subject to the General Service Provisions of the Company as they may be in effect from time to time and as filed with the Public Service Commission.

Acquisition, delivery or use of delivered gas included but not limited to Gross Receipts Tax.

CURTAILMENT OF INTERRUPTIBLE CAPACITY DELIVERIES

The Company has contracts in place with four major interstate pipelines for delivery of capacity, including storage capacity, to the Company's city gates. Each city gate has a firm entitlement volume and hourly limitations on the flow of gas through the gate station. The Company works to accommodate all deliveries to its gate stations on a best-efforts basis. However, for deliveries using the Columbia Gas Transmission pipeline, should the Company confirm deliveries using interruptible capacity to its city gate that are indicated by Columbia Gas Transmission to be available, the Company may forfeit the right to use its contracted capacity on the Columbia Gas Transmission pipeline without exceeding either the Company's primary firm capacity entitlement, the maximum hourly flow limits, or both. So long as this situation remains in effect, the Company may curtail interruptible capacity deliveries on the Columbia Gas Transmission pipeline subject to the provisions contained herein. Should this situation change, due to a change in tariff from Columbia Gas Transmission or due to contract renegotiation, the Company shall notify the Commission and shall post a notice of the suspension of these provisions on websites or bulletin boards described herein within five (5) business days.

Curtailments may occur under the following conditions:

1. When the dry bulb temperature at Reagan International Airport is thirty (30) degrees Fahrenheit, or below, during the winter months beginning December 1 through the last day of February.
2. During periods when gate station outages prohibit the Company from accepting interruptible deliveries indicated to be available by Columbia Gas Transmission.
3. During periods when confirmation by the Company of interruptible capacity deliveries are anticipated to prevent the Company from making withdrawals from storage at the maximum amount consistent with the Company's Columbia Gas Transmission contracts and maintain deliveries of firm primary transportation at the maximum entitlement amount contained in the Company's transportation contracts.
4. During other emergency circumstances. Specifically, this would include any force majeure situation that is unforeseen or uncontrollable by the Company.

Interruptible Delivery Service Gas Supplier Agreement - Rate Schedule No. 6 (continued)

The Company shall post on both its website ([www.washingtongas.com](http://www.washingtongas.com)) or other suitable website accessible by both potential and current Suppliers, and on its bulletin board established for current Suppliers serving customers within the Company's service territory, notices indicating the Company's intention to refuse to confirm or curtail interruptible capacity deliveries to its city gate. The Company will provide notices to Suppliers, on its website and bulletin board for current Suppliers, of the Company's intention to not confirm interruptible capacity deliveries by 9:30 a.m. of the day prior to the actual gas day flow. The Company may also curtail interruptible capacity deliveries within a gas flow day, due to equipment failure, issuance of a pipeline OFO, or force majeure event, and will provide a two (2) hour prior notice to Suppliers via telephone and electronic means.

A. Interruptible Capacity Curtailment Parameters

If (i) the Company has not noticed its intention to curtail interruptible capacity deliveries by 9:30 a.m. on the day prior to the actual gas day, and (ii) on the day prior to the actual gas day, Columbia Gas Transmission indicates that interruptible capacity deliveries to the Company's city gate are available, and (iii) a Supplier schedules interruptible capacity deliveries for the actual gas day that is not confirmed by the Company, or is confirmed and subsequently denied in whole or in part by the Company, or (iv) when equipment failure, issuance of a pipeline OFO, or force majeure shall directly cause the Company to cancel or prorate a scheduled and confirmed delivery during an actual gas day, the following provisions shall apply:

1. The Company shall notify simultaneously all Suppliers on its system through electronic means, on its website ([www.washingtongas.com](http://www.washingtongas.com)) or other suitable website and on its bulletin board for current Suppliers of its action to deny interruptible capacity deliveries.
2. The Company shall waive all penalties for failure to deliver and shall not consider the day as an incident of failure to deliver should the delivery amount denied by the Company otherwise cause the Supplier to incur penalties.
3. The Company shall waive the pipeline allocation percentage requirements for the day.
4. Should the non-confirmation of the interruptible capacity delivery cause the Supplier to require replacement gas to meet the DRV for the gas day as defined by this rate schedule, the Supplier shall be assessed the cost of replacement gas using the Company's actual cost of replacement gas, for the gas day at issue.
5. In the event the Company confirms interruptible capacity deliveries and then subsequently curtails those deliveries, any restriction of those deliveries shall be performed on a pro-rata basis.

B. Interruptible Capacity Curtailment Reporting

The Company shall provide on its website ([www.washingtongas.com](http://www.washingtongas.com)), or other suitable website accessible to all potential Suppliers, and on its bulletin board established for current Suppliers, the following information:

1. The Company's forecasted system load for the current gas day and the next five (5) gas days.
2. The Company's forecasted daily load associated with the Columbia Gas Transmission pipeline for the current gas day and the next gas day.
3. The Company's forecasted Columbia Gas Transmission and storage resources available to meet the forecasted load for the current gas day and the next gas day.

ISSUED: December 1, 2004

For service rendered on and after December 16, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Interruptible Delivery Service Gas Supplier Agreement - Rate Schedule No. 6 (continued)

4. The Company's forecast of the total withdrawal or injection for Columbia Gas Transmission storage resources expected to be made for the current gas day and the next gas day.
5. Information on planned gate station outages for the next two (2) months, by day, station, amount of capacity affected, and historical information as described in the archive discussed immediately below.

The Company shall maintain an archive containing this information on a website accessible by all Potential and current Suppliers for the current winter period (December 1 through the end of February) and for the two (2) previous winter periods.

Within ten (10) days of the completion of each calendar month in which either the Company issues a notice of its intention to not confirm an interruptible capacity delivery that was indicated by Columbia Gas Transmission to be available and subsequently does not confirm the delivery, or in which the Company cancels or curtails an interruptible capacity delivery that was scheduled with Columbia Gas Transmission and confirmed by the Company, the Company shall file with the Commission, under confidentiality seal, a report containing the following information:

1. The date of each such action.
2. The amount of interruptible capacity indicated by Columbia Gas Transmission to be available for delivery to the Company's city gate on its day-ahead screen of the bulletin board.
3. The amount of capacity forecasted to be available so as to not impinge the Company's contractual entitlements.
4. The date and time the Company noticed its intention to not confirm interruptible capacity deliveries for that day.
5. The amount of interruptible capacity deliveries that were scheduled with Columbia Gas Transmission and not confirmed, or that were confirmed and subsequently cancelled or curtailed.
6. The parties for whom Washington Gas failed to confirm, cancelled or curtailed deliveries, and the amount of each delivery not confirmed, cancelled or curtailed.
7. The reason for curtailing deliveries, each day the curtailment was effective.
8. A listing of the Company's on-system assets and contracted interstate pipeline capacity available, but not chosen for avoiding the restriction.
9. All documentation and correspondence, including electronic, oral and written exchanged between the Company and Columbia Gas Transmission regarding the curtailment of interruptible capacity deliveries.
10. All other pertinent data relied upon by the Company to conclude its actions were appropriate.

Rate Schedule No. 7

**RESERVED FOR FUTURE USE**

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

MARYLAND

Delivery Service Gas Supplier Agreement

Rate Schedule No. 8

AVAILABILITY

For qualified Third Party gas suppliers where:

- A. The Supplier executes a contract or consent form, or the supplier receives customer agreement through a recorded telephone call initiated by the customer, with a Customer, or Customers, served under Firm Delivery Service Rate Schedule No. 1A, 2A, or 3A to transport gas to the Company's City Gate for the account of such customer or customers.
- B. The Supplier executes an Application Agreement with the Company to provide service to customers and agrees to abide by the terms and conditions of this rate schedule. Such Application Agreement shall include, but not limited to, data on the Company's Credit Worthiness Test.
- C. The Supplier satisfies the Company's credit requirements as defined in this schedule.
- D. Service under said contract or consent form, or telephonic registration may only begin after receipt by the Company of notification of the customer's intent to take such service. The supplier is responsible for such notification and it shall include, but not limited to, the customer's name, length of contract and the amount of capacity wanted pursuant to the Capacity Assignment as described below. Notification by the supplier that they are in possession of such contract(s) or recorded telephone call will suffice for this notification requirement. The timing of the initiation of such service is fully described below under EXCHANGE OF REQUIRED INFORMATION.
- E. A failure to either provide a customer with at least fifty percent of its DRV for fifteen consecutive days or to reconcile a FAILURE TO DELIVER THE DRV, as described below will be considered a breach of contract and the contract will be considered terminated. The applicable customer shall be returned to sales service at that time at no charge to the customer. Under such circumstances the customer will be billed as a full service customer under the appropriate rate schedule during that period for the volume provided by the Company. However, if the customer wishes to be provided service by another supplier, and that supplier complies with the requirements of this rate schedule, the customer can initiate service with that supplier as provided for under EXCHANGE OF REQUIRED INFORMATION of this Rate Schedule.

Under the above circumstances, the applicable supplier shall be responsible for, in addition to any other charge pursuant to the Company's Firm Delivery Service Rate Schedule(s), any penalty, fine or cost incurred by the Company as a result of such breach and termination.

ISSUED: November 10, 2004

EFFECTIVE: For meter readings on and after November 10, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement - Rate Schedule No. 8 (Continued)

- F. If a customer decides to terminate service with their supplier and that supplier provides confirmation of their agreement to terminate their contract, such customer may return to Sales Service under the conditions specified under NOTICE OF RETURN TO SALES SERVICE. If such customer wishes to be provided service by another supplier, and that supplier complies with the requirements of this Rate Schedule, said customer can initiate service by that supplier subject to the following:
- a) Service will be initiated by the new supplier and discontinued by the former supplier as provided for under EXCHANGE OF REQUIRED INFORMATION of this Rate Schedule.
  - b) Any imbalance existing at that time will be reconciled through the supplier's Imbalance Account.
  - c) The capacity assigned under the Capacity Assignment, as fully described below, shall revert back to the Company. Under such conditions, the new supplier will be assigned the capacity.
- G. A Capacity Assignment is required to the extent described under that caption within this Rate Schedule. The Capacity Assignment shall immediately revert to the Company upon the expiration or early termination of the contract between the supplier and their customer(s).
- H. The Company will, upon the written request of interested customers, distribute in writing to non-residential customers a listing of their historic weather-normalized average usages for a two-year period.
- I. A supplier who is unable to produce a Customer Consent Form under Rate Schedule 1A, or a contract or consent form under either Rate Schedule Nos. 2A or 3A, when requested by the Company will be charged a penalty of \$40 to cover the cost of transferring the customer to sales service. If customer agreement was acquired through a recorded telephone call initiated by the customer and the supplier is unable to produce the recording of such a call when requested by the Company, the supplier will be charged a penalty of \$75. Further such recordings shall be maintained by the supplier for the length of the customer contract and such recordings shall be made in conformance with all applicable federal and state laws.
- J. The supplier agrees, in writing, to notify the Company of any significant known and/or anticipated changes in their customer's daily requirements. Such notification should include, but not be limited to, changes in the Company's rate classes.
- K. The supplier agrees to enter into a contract with the Company to transfer title of gas for injections into storage under the Company's pipeline storage contracts whenever, in the opinion of the Company, such injections are required. Title shall revert back to the supplier when such volumes are withdrawn from storage. This contract shall be made at no cost or charge to either party, however, for the provision of such service the Company will bill the marketer for the incremental costs to the Company of such transactions.

ISSUED: November 10, 2004

EFFECTIVE: For meter readings on and after November 10, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement - Rate Schedule No. 8 (Continued)

- L. The supplier may elect to receive an offset to its collateral requirement as calculated herein, by maintaining a minimum inventory level in its balancing/storage pool. If elected, the amount of the offset will be calculated in accordance with paragraph 13 of the COLLATERAL REQUIREMENTS section of this Rate Schedule. A minimum inventory level must be maintained in the Supplier's storage/balancing pool, from November 1 through February 1 in order to receive a collateral offset for storage inventory detailed in paragraph 13 of the Collateral Requirements of this tariff. Other than as set forth in this paragraph, this minimum inventory level will not affect any other operational rules required by the Company with respect to storage operations. The minimum inventory level will be 30% unless Supplier designates a lower level in writing prior to November 1. If the Supplier's inventory level falls below 30%, or the previously designated lower amount at any time during the November 1 through February 1 period, the Supplier will have 1 business day, after notification by the Company, to reconcile the balance or be sold gas to ensure the minimum inventory level is maintained. In the event the Company must acquire gas to restore the minimum balance, the Supplier will be charged the actual cost of gas incurred by the Company or the Transco Zone 6 (Non-New York) Gas Daily Midpoint price for the day the purchase was made, whichever is higher, for the day on which the purchase was made. At the Company's discretion, Supplier inventories that fall below the agreed-upon minimum level during the November 1 through February 1 period due to the Company's daily, actualization process will not be subject to the 1 business day reconciliation process described above.

DEFINITIONS

- A. DRV (Daily Required Volumes): The amount of supplier gas to be delivered/received daily as determined by the Company and within the minimum/maximum volume requirements as provided by the Company in accordance with this Rate Schedule to be delivered by the interstate gas pipeline(s) to the Company's city gate each day of the month.
- B. Imbalance Account. The imbalance account shall represent the cumulative balance of daily delivered/received volumes authorized by the Company that are higher or lower than the supplier's actual customer requirements on any day.

BALANCING

A balancing charge shall be billed to suppliers pursuant to General Service Provision No. 28.

ISSUED: November 10, 2004

EFFECTIVE: For meter readings on and after November 10, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement - Rate Schedule No. 8 (Continued)

DAILY REQUIRED VOLUMES

The Daily Required Volumes shall be calculated by the Company by a) multiplying the suppliers weather gas factor, as estimated by the Company, times the forecasted HDD's, b) adding the base gas and c) adjusting the results to produce, in the aggregate of all suppliers and the Company, the Company's total estimated sendout for that day. The suppliers base and weather use factors will be based on such factors for each of their customers as estimated by the Company. The result of this calculation shall be adjusted for lost and unaccounted-for gas and Company Use and a wet to dry measurement basis. In addition, such daily deliveries may be adjusted by the Company to accommodate the supplier's Imbalance Account. Except however, the company may, due to operational considerations, reduce or eliminate a supplier's DRV on any day with twenty-four hours notice.

Failure to deliver the DRV occurs whenever a supplier's DRV is more or less than actual deliveries to the city gate. Such over-or under-deliveries will be reconciled as set forth as herein described under FAILURE TO DELIVER THE DRV.

RESPONSIBILITY FOR GAS DELIVERY

The Supplier shall have delivered the Company-specified DRV to the Company's City Gate each day unless failure to deliver is due to force majeure as defined in this schedule and subject to the Company's operational ability to accept the DRV at the delivery point mutually specified by the Supplier and the Company. The Supplier will be deemed to have met its delivery obligations under this Rate Schedule if the Supplier has nominated and the upstream transporter has confirmed receipts equal to its DRV for re-delivery to the Company's city-gate.

ISSUED: November 10, 2004

EFFECTIVE: For meter readings on and after November 10, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement - Rate Schedule No. 8 (Continued)

FAILURE TO DELIVER THE DRV

Failure to deliver the DRV occurs whenever a supplier's DRV is more or less than its deliveries. This failure, whether an over- or under-delivery, will be reconciled through an adjustment to the supplier's Imbalance Account. The Supplier shall be charged a penalty of \$25 per Dth of under-delivery in addition to any penalty, fine or cost incurred by the Company as a result of the under-delivery. When conditions are deemed critical by the Company such that the average daily temperature is expected to be 32 degrees Fahrenheit or lower as otherwise provided, a Critical Day may be declared without notice. On such a Critical Day, the supplier must supply the required DRV. Penalties for non-delivery, at the rate of \$50 per Dth of under-delivery, will accrue as of the date of the non-delivery.

In the event that the supplier has delivered more than its DRV, the over-Delivery shall be reconciled by an adjustment to the supplier's Imbalance Account. The supplier shall be charged a penalty of \$25 per Dth of over-delivery.

If, in the Company's opinion, a supplier's deliveries of gas may impact the operation of the Company's distribution system, the Company has the right to 1) refuse delivery of the supplier's gas, or 2) require the supplier to provide the delivery to a different receipt point on its system. The Company agrees to issue the Operational Flow Order no later than 10 a.m. for next day deliveries. A penalty of \$25 per Dth will apply for suppliers not in compliance with an Operational Flow Orders.

The above penalties shall be in addition to any penalty, fine, charges or cost incurred by the Company as a result of any under and/or over delivery of gas by the supplier plus the supplier shall be charged for all under/over deliveries, per Dth, at the TRANSCO Zone 6 (Non-New York) Midpoint commodity rate.

SUPPLIER'S RESPONSIBILITY TO COOPERATE WITH THE COMPANY

The provisions of this Rate Schedule are predicated upon the Supplier's cooperation not to materially affect the Company's operations. Continued failure to cooperate following a single warning by the Company shall, in the opinion of the Company, result in disqualification of the Supplier from the Schedule No. 8 participation. To be reinstated as a qualified Delivery Service Supplier, in addition to meeting all other applicable qualification criteria, the Supplier shall deposit with the Company for a period of one year, a security deposit in the amount of the product of (1) the Supplier's maximum DRV during the immediately prior twelve month period, (2) 30 days and (3) the Purchased Gas Charge (General Service Provision No. 16), all determined at the time the Supplier applies for re-qualification. At the conclusion of one year and upon the Supplier's request, the Supplier's security deposit shall be returned to the Supplier if there has not been another occurrence of non-compliance with the delivery requirements by the Supplier. If there is an additional occurrence of non-compliance with delivery requirements during the one-year period, the security deposit shall be forfeited and the Supplier shall be ineligible for requalification for an additional consecutive year.

ISSUED: November 10, 2004

EFFECTIVE: For meter readings on and after November 10, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement – Rate Schedule No. 8 (Continued)

EXCHANGE OF REQUIRED INFORMATION

The following procedures shall be followed by the Company and the Supplier to exchange the information required to serve customers:

1. By the 9<sup>th</sup> calendar day of the month (next business day if holiday or weekend), each supplier shall provide to the Company a list of customers to be supplied by that Supplier during the following month.
2. Service to added customers shall commence with the first calendar day of the month following the notification requirements as described above and the notification requirements as described under the Availability section of this Rate Schedule.
3. Notice to suppliers provided for and/or required under the Company's Firm Delivery Service Rate Schedules shall be made by postings to its GAS MANAGEMENT SYSTEM (GMS). It shall be the responsibility of the supplier to monitor the GMS and comply with its postings. The Company may supplement such notification through the use of, for example, telephone or facsimile.
4. It is the responsibility of the supplier to notify the Company of the unavailability or inaccessibility of the GMS to the supplier. Such notification must be made within twelve hours of the time of failure to access the GMS. Absent such notification the supplier is deemed to have received all communications and is responsible for complying with all postings.
5. Questions concerning data posted to the GMS, and related billing transactions, must be brought to the attention of the Company within sixty days of its posting. It is the responsibility of the supplier to bring such questions to the attention of the Company. Any billing complaints or requests for adjustments arising from GMS posted data beyond this time frame will not be recognized by the Company.
6. By 10 a.m. Eastern time each day, the Company shall provide to each supplier their minimum and maximum gas deliveries and the required allocation of such deliveries by WG's gate station(s) for the following gas day beginning at 10:00 a.m. In addition, the Company will be providing suppliers a five-day forecast of their estimated deliveries.

FORCE MAJEURE FOR FAILURE TO DELIVER THE DRV

Force Majeure, for purposes of this Schedule, shall be any sudden, unforeseeable event which causes a physical inability to transport gas to or receive gas at the designated point of delivery and which could not have been prevented or overcome by the reasonable efforts of the party claiming Force Majeure. In the event of Force Majeure, the Supplier shall give as soon as possible after the occurrence of Force Majeure written notice and full particulars of such Force Majeure including the extent, if any, to which the Supplier remains able to carry out its obligations and a good faith estimate of when the Supplier expects to recover its ability to fully perform.

ISSUED: November 10, 2004

EFFECTIVE: For meter readings on and after November 10, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement – Rate Schedule No. 8 (Continued)

CREDIT-WORTHINESS

Prior to Washington Gas approving a Gas Supplier Application and Agreement to participate in the Company's Firm Delivery Service program and continuing thereafter, the Supplier must demonstrate to the Company's satisfaction that it has met and continues to meet the creditworthiness criteria set forth in this section.

At the time of the review, to be deemed an unsecured supplier under the Company's creditworthiness criteria a Supplier or its guarantor must have an investment grade rating on its unsecured long-term debt from at least two of Standard & Poor's, Fitch, and Moody's. If a Supplier or its guarantor does not have an unsecured long-term debt rating, then a "Corporate" or similar rating may be substituted at the Company's discretion.

If a Supplier or its guarantor is not rated by the above mentioned credit rating agencies, Supplier or its guarantor may choose to provide audited financial statements to the Company for review.

If the Supplier's unsecured long-term debt rating is below investment grade, or if the Company, in its sole judgement, determines that it will not provide unsecured terms for the unrated Supplier, the Supplier must provide Washington Gas with acceptable credit security in the form of a letter of credit, cash deposit, surety bond, or guaranty of payment.

The Company's requirements for the acceptable credit securities are found in the COLLATERAL REQUIREMENTS section, below. The Company's requirements for financial statements from unrated Suppliers are found in the FINANCIAL INFORMATION section, below.

The Company will apply the provisions of this credit-worthiness section for two separate periods each year: for the winter season (November 1 through March 31), and for the summer season (April 1 through October 31). During the first week of September (for the winter season) and February (for the summer season), the Company will notify Suppliers of the required collateral amounts if any. The amount of credit security required for each season will be determined according to the formulas shown in the CREDIT COLLATERAL AMOUNT section, below.

CREDIT COLLATERAL AMOUNT

The credit collateral amount will be the sum of the Company's risk exposures as provided below:

A. Replacement Gas Exposure

The determination of the risk exposure for replacement gas is a two step process and is the product of the (a) daily volumes at risk, (b) price at risk, and (c) number of days at risk.

1. The first step in calculating the risk exposure for replacement gas reflects the period of time of non-delivery of gas to the Company's City Gate.

(a) The daily volumes at risk are the estimated average normal weather DRVs for the upcoming January for the winter (November 1 through March 31) season and April for the summer (April 1 through October 31) season, respectively, as calculated by the Company.

ISSUED: November 10, 2004

EFFECTIVE: For meter readings on and after November 10, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement – Rate Schedule No. 8 (Continued)

(b) The price risk for the winter and summer periods will be the average of (1) the highest monthly average Transco Zone 6 (Non-New York) Gas Daily Midpoint price during the preceding three (3) winter and the preceding three (3) summer periods as quoted in Platt's Gas Daily Midpoint, and (2) the sum of (a) the New York Mercantile Exchange (NYMEX) futures prices as quoted in Platt's Gas Daily, and (b) the Transco Zone 6 Non-New York basis, both for January and April as of the last business day of August and January, respectively. The applicable Transco Zone 6 Non-New York basis will be determined by the Company based on general market investigation, which may include any input previously received from Suppliers.

(c) The number of days at risk is ten (10) calendar days.

2. The second step reflects gas purchases for the remainder of the month.

(a) The daily volumes at risk are the estimated average normal weather DRVs for the upcoming January and April for the winter and summer seasons, respectively, as determined in 1(a).

(b) The price risk will be the largest positive difference between (1) the highest monthly average Transco Zone 6 (Non-New York) Gas Daily Midpoint price during the preceding three (3) winter and the preceding three (3) summer periods as quoted in Platt's Gas Daily, and (2) the Company's Purchased Gas Cost rate for the corresponding month.

(c) The number of days at risk is twenty (20) calendar days.

**B. Services Provided Exposure**

The risk exposure for services provided to the Supplier by the Company will be determined as the average of the prior winter or summer bills, adjusted for the customer growth, for the upcoming winter and summer seasons, respectively.

COLLATERAL REQUIREMENTS

General terms:

- 1) For Suppliers newly entering the Company's Delivery Service Program, the amount of the collateral will be initially set at a minimum of \$10,000 for the summer and \$50,000 for the winter. However, larger amounts may be required if the estimated risk exposure calculations so warrant.
- 2) The Company will notify Suppliers of required collateral amounts for the winter and summer seasons during the first week of September and February, respectively. The Company will notify the Supplier by overnight delivery, facsimile or e-mail.

Delivery Service Gas Supplier Agreement – Rate Schedule No. 8 (Continued)

- 3) Unless approved by the Company as able to operate under unsecured terms, the Supplier will be required to provide collateral which must be in the form of a Cash Deposit, a Letter of Credit or Surety Bond from an investment grade company, or a Guaranty from an acceptable party pursuant to the creditworthiness requirements of this Rate Schedule. The collateral must be for an amount equal or greater than the amounts calculated pursuant to this Rate Schedule.
- 4) Effective Date: Suppliers shall provide the required collateral by no later than October 15 and March 15 for the winter and summer seasons, respectively. If the required collateral is not in place by the respective due dates, the Company will suspend the Supplier's ability to add new customers until the required collateral is provided to the Company. If the required collateral is not in place by October 31 or March 31 for the winter and summer seasons, respectively, the Supplier will be disqualified from serving customers in the Company's service area in Maryland.
- 5) Validity Term: The minimum required validity term for winter credit collateral is October 15 through March 14 of the following year, and for summer credit collateral is March 15 through October 14. If the new season's credit collateral amount is lower than the prior season's credit collateral amount, the Company, upon written request from the Supplier, will within ten (10) business days amend, return, or otherwise adjust for, the reduced collateral amount.
- 6) The required collateral may be called upon to satisfy any costs incurred by the Company related to the Supplier's participation in the Firm Delivery Service program, including, but not limited to, legal and collection costs associated with the Supplier's failure to comply with the terms and conditions of the Company's applicable tariffs and the General Service Provisions.
- 7) The Company reserves the right to require additional collateral if the credit collateral amount (as computed above) increases by more than 20 percent. Likewise, the Supplier may request an adjustment to its security requirement if the credit collateral amount decreases by more than 20 percent.
- 8) The Company reserves the right to require new, additional or revised collateral calculated under this tariff if there is a material adverse change that may affect the Supplier's or its Guarantor's financial condition, ownership or corporate structure. A material adverse change is any change in the Supplier's or Guarantor's financial or other condition that might reasonably affect the amount of credit extended to that Applicant or Guarantor or may impact the Applicant's or Guarantor's ability to perform on its obligations. Examples of a material adverse change includes, but are not limited to: a transfer, sale, or assignment of a material portion of the Supplier's or its Guarantor's assets; the Supplier or its Guarantor filing a petition for bankruptcy; the Supplier's or Guarantor's assets come into the possession of a receiver, trustee, or custodian. The Supplier or Guarantor shall notify the Company within five (5) business days of any such circumstance noted above.

ISSUED: November 10, 2004

EFFECTIVE: For meter readings on and after November 10, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement – Rate Schedule No. 8 (Continued)

- 9) Time Limits: If the Company requires an increase or change in credit collateral based on any of the circumstances described in Paragraph 7 or 8 above, the Supplier shall provide the required credit collateral within five (5) business days of the Company's demand. If the required credit collateral is not received within five (5) business days, the Company will have the right to disqualify the Supplier from serving customers in the Company's service area.
- 10) In the event of a dispute between the Company and the Supplier regarding the amount of credit security, the Supplier shall give notice to the Company that it disputes the credit security and the basis of the dispute within five (5) business days of receipt of the request for security. The Supplier and the Company will work to resolve the dispute on a reasonably prompt basis. However, the Supplier must provide the disputed amount to the Company pending resolution of the dispute. If dispute is decided in favor of the Supplier the collateral amount will be adjusted (if the collateral is in the form of a cash deposit the disputed amount will be returned to the Supplier with interest at the Company's earnings credit rate).
- 11) Upon the Supplier's failure to satisfy the credit requirements and upon notification by the Company that the supplier no longer satisfies the Company's credit criteria as detailed in this provision, the Supplier is subject to disqualification at the sole discretion of the Company. Such disqualification shall remain effective until such time as satisfactory evidence is provided by the Supplier that the Supplier again meets the Company's credit criteria by the supplier providing collateral acceptable to the Company.
- 12) The Supplier may substitute an alternative collateral instrument (e.g., letter of credit, surety bond, cash or payment guarantee) of an amount at least equal to the collateral currently held by the Company provided there is no time gap and the substitute instrument satisfies all collateral requirements.
- 13) Subject to the Supplier providing assurance acceptable to the Company that the Storage/Balancing Pool inventory gas and/or the Supplier's remittances have not and will not be either pledged as collateral or assigned to a third party, and that the Supplier agrees not to challenge the Company use of these assets as detailed in paragraph 6, above. the Supplier may elect to reduce its collateral by one or both of the following offsets. The Supplier shall deliver the written assurance that the above assets have not, and will not, be pledged as collateral or otherwise be encumbered to the Company at least thirty (30) business days prior to the required Effective Dates for each of the winter and summer periods. However, unless the Supplier is rated unsecured, in no event shall the amount of collateral be less than \$10,000 for the summer season and \$50,000 for the winter season (these minimum amounts shall be increased by \$10,000 if the provided collateral is in the form of a guaranty).

ISSUED: November 10, 2004

EFFECTIVE: For meter readings on and after November 10, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement – Rate Schedule No. 8 (Continued)

- (a) The value of the Supplier's Storage/Balancing Pool inventory as determined by multiplying (i) the minimum required amount of gas stored as of February 1 for winter and June 1 for summer, respectively, times (ii) the estimated weighted average cost of the Company's storage inventory as of August 31 for Winter and January 31 for Summer, respectively.

If a Supplier designates a lesser minimum storage inventory level for the November 1 through February 1 period, the Supplier's collateral amount will be adjusted accordingly, to reflect the reduced minimum required level of gas in storage for collateral purposes.

This flexibility in Suppliers' storage/balancing pool inventory for collateral offset purposes does not eliminate the Supplier's responsibility to adhere to the daily/monthly operational storage parameters for Suppliers participating in the Company's Delivery Service program.

- (b) If the Company currently bills on behalf of the CSP, the estimated amount of remittances as determined from the average monthly remittance amount from the prior winter or summer period adjusted by the customer growth / percentage change in the estimated DRVs.

FINANCIAL INFORMATION

If Supplier does not have a published credit rating by the above mentioned credit rating agencies, Supplier may request a financial review of its audited financial statements for further determination of its creditworthiness by the Company.

Supplier shall deliver its audited financial statements to the Company at least thirty (30) business days prior to the required Effective Date for each of the winter and summer periods. For purposes of this section, Financial Statements include (1) a copy of Supplier's or its guarantor's annual reports containing audited consolidated financial statements (including Balance Sheets, Income Statements, Statement of Cash Flows, and any other material information identified by the Company) for the most recent three (3) fiscal years and (2) a copy of Supplier's or its guarantor's quarterly reports containing un-audited consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles. All non-public information and supporting documents provided by the supplier or Guarantor for the purposes of credit evaluation shall be held confidential by the company except to the extent the Company is directed to disclose such information and documents by the Public Service Commission, a court of competent jurisdiction or upon the mutual agreement of the Company and the Supplier.

The Company will apply, in its sole judgment and on a non-discriminatory basis, financial standards to determine the acceptability of the Guarantor's or the Supplier's overall financial condition. Such credit appraisal will include, but not be limited to, (1) a review of the Guarantor's or Supplier's Balance Sheet, Income Statement, Statement of Cash Flows, and any other material information identified by the Company, and (2) the calculation of various financial ratios focusing on the Guarantor's or Supplier's liquidity, profitability and capital structure.

ISSUED: November 10, 2004

EFFECTIVE: For meter readings on and after November 10, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement – Rate Schedule No. 8 (Continued)

ACCEPTABLE CREDIT COLLATERAL

In an amount equal to or greater than the required collateral amount, the following forms of credit collateral are acceptable to the Company:

1. Cash Deposit: If a Supplier chooses to provide cash deposit as the credit collateral, funds must be wire transferred to the Company's corporate account in accordance with directions provided by the Company. All cash deposits will earn interest at the Company's Earnings Credit Rate until the funds are returned to Suppliers.
2. Letter of Credit: If a Supplier chooses to provide credit collateral in the form of a letter of credit, it must be issued by a bank with an investment grade unsecured long-term debt rating by at least two of Standard & Poor's, Fitch and Moody's. In the case of a split credit rating, the lowest of the ratings will be utilized to determine the acceptability of the bank. A letter of credit shall be substantially in the form shown in Exhibit II. If the provider of the letter of credit prefers a different form, then such letter of credit shall reflect only the documentary requirements found in either (1) or (2) of the attached format and will reflect Special Conditions (A) through (D) found in the format shown in Exhibit II.
3. Surety Bond: If a Supplier chooses to provide a surety bond as the credit collateral, it must be from a surety company with an AM Best rating of A-/VIII or better. A surety bond shall be substantially in the form shown in Exhibit III.
4. Payment Guarantee must be from an entity with the minimum credit ratings described herein. A payment guarantee, by a guarantor shall be substantially in the form shown in Exhibit IV. In addition, the Guarantor must provide the following:

A Certificate of Authority of the individual signing the contract and/or ancillary documents;

Documented evidence acceptable to the Company demonstrating that the Guarantor has a financial interest in the Supplier and can guarantee this type of transaction for the Supplier.

CAPACITY ASSIGNMENT

A Capacity Assignment will be made by the Company to approximate each customer's design day requirements. This assignment shall be comprised of firm transportation, storage (the Company will retain the contractual rights to this capacity but allow the supplier to utilize it when necessary) and peaking. Such assignment will be determined by the Company based on the Company's gas purchasing portfolio mix at that point in time. Storage/balancing assignments will be mandatory and the supplier must show that they have met the Primary Delivery Point requirements for firm transportation as shown below. The levels of each type of supply will be determined by the Company and be re-evaluated/recalculated annually for allocation of capacity resources and monthly for the allocation amongst the suppliers. The supplier, at the sole discretion of the Company, may exercise an option of an assignment of the Company's firm transportation for up to 100%.

- A. If a customer requests to return to sales service, the associated assigned capacity shall return to the Company for use in serving the customer. This would occur whether at contract expiration or if the customer returns prior to contract expiration.

ISSUED: November 10, 2004

EFFECTIVE: For meter readings on and after November 10, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement - Rate Schedule No. 8 (Continued)

B. Storage Gas Inventory

1. If a supplier receives an assignment of storage on April 1 then that supplier must purchase a prorata portion of the Company's storage gas inventory at that time. If a supplier receives an assignment of storage at any other time then the supplier must purchase from the Company an amount of storage gas inventory necessary so that, based on pro rata injections, the supplier has the total amount required by the end of the injection period, October 31<sup>st</sup> of each year. The purchase price shall be determined based on the volumes purchased, as if they had been injected into storage on a pro rata basis over the time from the prior April 1<sup>st</sup> at the injection price paid by the Company during those months.
2. If the requirement for storage gas inventory occurs after the end of the injection period then the supplier must purchase the amount of storage gas inventory that the Company would have remaining on its books applicable to their customers. The price for such purchases shall be the weighted average rate of storage gas inventory on the Company's books at that time.
3. All purchase prices, as determined above, shall include carrying costs based on the Company's then authorized pre-tax rate of return.
4. If the supplier's requirements are decreased then the supplier must sell to the Company the amount of storage gas inventory no longer required and it shall be priced as described in 1 or 2 above. If the suppliers requirements are increased and that change coincides with the beginning of the injection period the Company will inject, on a pro rata basis, the supplier's requirements and bill them at the prices paid by the Company during those months.

ISSUED: November 10, 2004

EFFECTIVE: For meter readings on and after November 10, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement – Rate Schedule No. 8 (Continued)

CAPACITY ASSIGNMENT (continued)

In addition to the above, suppliers will be required to demonstrate that a certain percentage, as determined by the Company of their firm transportation capacity requirements during the winter months have the Company's city-gate as the primary delivery point. This requirement will be reviewed annually by the Company and non-compliance will make the supplier ineligible for participation under this rate schedule. Suppliers may be able to acquire the Company's firm transportation capacity to meet this requirement.

EQUALIZATION CHARGE

An Equalization Charge shall be computed and billed to suppliers applicable to service during the current billing month which shall be the product of: (1) the customer's assigned pipeline and storage capacity, and (2) the Equalization Charge, per type of capacity, per Dth. Such charge is subject to re-determination to be effective with the annual ACA for the December billing period each year.

LIABILITY LIMITS

The Company shall not be liable for any loss, cost, damage or expense occasioned by the calculation of the DRV. The Supplier shall warrant that, at the time of delivery of gas to the customer, it will have good title to deliver all gas volumes. The Company shall have no liability with respect to all gas delivered prior to its physical delivery to the Company or after its re-delivery to the Customer.

GAS QUALITY STANDARDS

The Supplier warrants that gas delivered to the Company conforms to the quality standards stated in the transporting interstate gas pipeline's FERC approved Tariff.

BILLING

At the request of a supplier, the Company will include the supplier's billing amount on the Company's bill. Billing by the Company of the supplier's charges shall be performed under a "rate ready" protocol. The terms and conditions of such service will be stated in a separate contract between the supplier and the Company.

PAYMENT TERMS

Bills are due and payable upon presentation. The final date for payment of the net amount shown on the bill is 10 days from the date of rendition of the bill. Failure to receive the bill does not excuse the Supplier from payment obligations and payments shall be made without regard to any counterclaim whatever. Bills remaining unpaid at the expiration of the net payment period shall be subject to a Late Payment Charge of 1.5% per month applied to any unpaid amount.

COST RESPONSIBILITY

The supplier shall be responsible for the payment of any tax or assessment levied by any jurisdiction related to the acquisition, delivery or use of delivered gas.

REVENUE ACCOUNTING

Revenues received from penalties and other charges imposed through this rate schedule shall be credited in the calculation of the Purchased Gas Charge set forth in General Service Provision No. 16.

GENERAL SERVICE PROVISIONS

Except as otherwise specifically provided herein, the application of this schedule is subject to the General Service Provisions of the Company as they may be in effect from time to time, and as filed with the Public Service Commission.

ISSUED: November 10, 2004

EFFECTIVE: For meter reading on and after November 10, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement – Rate Schedule No. 8 (Continued)

CURTAILMENT OF SECONDARY FIRM CAPACITY DELIVERIES

The Company has contracts in place with four major interstate pipelines for delivery of capacity, including storage capacity, to the Company's city gates. Each city gate has a firm entitlement volume and hourly limitations on the flow of gas through the gate station. The Company works to accommodate all deliveries to its gate stations on a best-efforts basis. However, for deliveries using the Columbia Gas Transmission pipeline, should the Company confirm deliveries using secondary firm capacity to its city gate that are indicated by Columbia Gas Transmission to be available, the Company may forfeit the right to use its contracted capacity on the Columbia Gas Transmission pipeline without exceeding either the Company's primary firm capacity entitlement, the maximum hourly flow limits, or both. So long as this situation remains in effect, the Company may curtail secondary firm capacity deliveries on the Columbia Gas Transmission pipeline subject to the provisions contained herein. Should this situation change, due to a change in tariff from Columbia Gas Transmission or due to contract re-negotiation, the Company shall notify the Commission and shall post a notice of the suspension of these provisions on websites or bulletin boards described herein within five (5) business days.

Curtailments may occur under the following conditions:

1. When the dry bulb temperature at Reagan International Airport is thirty (30) degrees Fahrenheit, or below, during the winter months beginning December 1 through the last day of February.
2. During periods when gate station outages prohibit the Company from accepting secondary firm deliveries indicated to be available by Columbia Gas Transmission.
3. During periods when confirmation by the Company of secondary firm capacity deliveries are anticipated to prevent the Company from making withdrawals from storage at the maximum amount consistent with the Company's Columbia Gas Transmission contracts and maintain deliveries of firm primary transportation at the maximum entitlement amount contained in the Company's transportation contracts.
4. During other emergency circumstances. Specifically, this would include any force majeure situation that is unforeseen or uncontrollable by the Company.

The Company shall post on both its website ([www.washingtongas.com](http://www.washingtongas.com)) or other suitable website accessible by both potential and current Suppliers, and on its bulletin board established for current Suppliers serving customers within the Company's service territory, notices indicating the Company's intention to refuse to confirm or curtail secondary firm capacity deliveries to its city gate. The Company will provide notices to Suppliers, on its website and bulletin board for current Suppliers, of the Company's intention not to confirm secondary firm capacity deliveries by 9:30 a.m. of the day prior to the actual gas day flow. The Company may also curtail secondary firm capacity deliveries within a gas flow day, due to equipment failure, issuance of a pipeline OFO, or force majeure event, and will provide a two (2) hour prior notice to Suppliers via telephone and electronic means.

ISSUED: December 1, 2004

EFFECTIVE: For meter reading on and after December 1, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement – Rate Schedule No. 8 (Continued)

A. Secondary Firm Capacity Curtailment Parameters

If (i) the Company has not noticed its intention to curtail secondary firm capacity deliveries by 9:30 a.m. on the day prior to the actual gas day, and (ii) on the day prior to the actual gas day, Columbia Gas Transmission indicates that secondary firm capacity deliveries to the Company's city gate are available, and (iii) a Supplier schedules secondary firm capacity deliveries for the actual gas day that is not confirmed by the Company, or is confirmed and subsequently denied in whole or in part by the Company, or (iv) when equipment failure, issuance of a pipeline OFO, or force majeure shall directly cause the Company to cancel or prorate a scheduled and confirmed delivery during an actual gas day, the following provisions shall apply:

1. The Company shall notify simultaneously all Suppliers on its system through electronic means, on its website ([www.washingtongas.com](http://www.washingtongas.com)) or other suitable website and on its bulletin board for current Suppliers of its action to deny secondary firm capacity deliveries.
2. The Company shall waive all penalties for failure to deliver and shall not consider the day as an incident of failure to deliver should the delivery amount denied by the Company otherwise cause the Supplier to incur penalties.
3. The Company shall waive the pipeline allocation percentage requirements for the day.
4. Should the non-confirmation of the secondary firm capacity delivery cause the Supplier to require replacement gas to meet the DRV for the gas day as defined by this rate schedule, the Supplier shall be assessed the cost of replacement gas using the Company's actual cost of replacement gas, for the gas day at issue.
5. In the event the Company confirms secondary firm capacity deliveries and then subsequently curtails those deliveries any restriction of those deliveries shall be performed on a pro-rata basis.

B. Secondary Firm Capacity Curtailment Reporting

- I. The Company shall provide on its website ([www.washingtongas.com](http://www.washingtongas.com)), or other suitable website accessible to all potential Suppliers, and on its bulletin board established for current Suppliers, the following information:
  1. The Company's forecasted system load for the current gas day and the next five (5) gas days.
  2. The Company's forecasted daily load associated with the Columbia Gas Transmission pipeline for the current gas day and the next gas day.
  3. The Company's forecasted Columbia Gas Transmission and storage resources available to meet the forecasted load for the current gas day and the next gas day.
  4. The Company's forecast of the total withdrawal or injection for Columbia Gas Transmission storage resources expected to be made for the current gas day and the next gas day.
  5. Information on planned gate station outages for the next two (2) months, by day, station, amount of capacity affected, and historical information as described in the archive discussed immediately below.

ISSUED: December 1, 2004

EFFECTIVE: For meter reading on and after December 16, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement – Rate Schedule No. 8 (Continued)

The Company shall maintain an archive containing this information on a website accessible by all potential and current Suppliers for the current winter period (December 1 through the end of February) and for the two (2) previous winter periods.

II. Within ten (10) days of the completion of each calendar month in which either the Company issues a notice of its intention to not confirm a secondary firm capacity delivery that was indicated by Columbia Gas Transmission to be available and subsequently does not confirm the delivery, or in which the Company cancels or curtails a secondary firm capacity delivery that was scheduled with Columbia Gas Transmission and confirmed by the Company, the Company shall file with the Commission, under confidentiality seal, a report containing the following information:

1. The date of each such action.
2. The amount of secondary firm capacity indicated by Columbia Gas Transmission to be available for delivery to the Company's city gate on its day-ahead screen of the bulletin board.
3. The amount of capacity forecasted to be available, so as to not impinge on the Company's contractual entitlements.
4. The date and time the Company noticed its intention to not confirm secondary firm capacity deliveries for that day.
5. The amount of secondary firm capacity deliveries that were scheduled with Columbia Gas Transmission and not confirmed, or that were confirmed and subsequently cancelled or curtailed.
6. The parties for whom Washington Gas failed to confirm, cancelled or curtailed deliveries, and the amount of each delivery not confirmed, cancelled or curtailed.
7. The reason for curtailing deliveries, each day the curtailment was effective.
8. A listing of the Company's on-system assets and contracted interstate pipeline capacity available, but not chosen to avoid the restriction.
9. All documentation and correspondence, including electronic, oral and written exchanged between the Company and Columbia Gas Transmission regarding the curtailment of secondary firm capacity deliveries.
10. All other pertinent data relied upon by the Company to conclude its actions were appropriate.

ISSUED: December 1, 2004

EFFECTIVE: For meter reading on and after December 1, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

GAS SUPPLIER APPLICATION AND AGREEMENT - RATE SCHEDULE NO. 8  
MARYLAND

A. **APPLICANT INFORMATION**

Date \_\_\_\_\_

Applicant Name \_\_\_\_\_  
(Legal name under which business is licensed)

Business Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_ Tax ID Number \_\_\_\_\_

Type of Business \_\_\_\_\_

Application to deliver gas to customer in (mark all that apply):

- District of Columbia
- Maryland
- Virginia

B. **CREDIT INFORMATION**

As of the date of this application, the Applicant states that it meets the following standards:

1. The Applicant is licensed as a gas supplier by the Public Service Commissions of the District of Columbia (to provide service in District of Columbia) and/or Maryland (to provide service in Maryland) and/or the Virginia State Corporation Commission (to provide service in Virginia). The Applicant must provide a copy of all applicable licenses when submitting this Application.
2. The Applicant agrees to comply fully with the Washington Gas Creditworthiness requirements as stated in its tariffs.

C. **TARIFFS AND GENERAL SERVICE PROVISIONS**

Applicant agrees to comply with the provisions of Washington Gas's currently effective rate schedules, tariffs, and the General Service Provisions on file and approved by the appropriate public service commissions, as they may be amended or superseded by those regulatory authorities, and which are hereby incorporated by reference in this Application

ISSUED: -----

For service rendered on and after -----

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

GAS SUPPLIER APPLICATION AND AGREEMENT - RATE SCHEDULE NO. 8  
MARYLAND

**D. REPRESENTATION, AUTHORIZATION & ACCEPTANCE**

The Applicant represents that all information and documentation provided with respect to this Application is true, accurate and complete in all respects. Applicant agrees to comply with the federal and state requirements to supply natural gas, to comply with the tariffs regulating operations on the Washington Gas system, to comply with the operating procedures of Washington Gas. Applicant authorizes Washington Gas to contact trade references and financial institutions regarding the operations of the Applicant.

If the application is accepted, Applicant will receive a copy signed by Washington Gas, confirming that all required information has been submitted and that Applicant has been accepted to deliver gas to customers.

**ACCEPTED:**

\_\_\_\_\_  
Authorized Officer, Member or General Partner of Applicant (please type or print)

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

If the application is denied, Applicant may request a statement of the reason for such action, provided that such request is made within sixty (60) days of notification by Washington Gas.

ISSUED: -----

For service rendered on and after -----

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

IRREVOCABLE STANDBY LETTER OF CREDIT - RATE SCHEDULE NO. 8  
MARYLAND

**Applicant:**

Company name:

Address:

Attn:

Phone: Fax:

**Beneficiary:**

Washington Gas Light Company

101 Constitution Avenue NW, Washington, DC 20080

Attn: Area Head, Risk Analysis and Mitigation

Phone: 202-624-6561 Fax: 202-624-6161

Credit Number: Effective Date:

We hereby establish our Irrevocable Standby Letter of Credit in favor of Washington Gas Light Company ("Beneficiary"), for the aggregate amount not exceeding \_\_\_\_\_ United States Dollars (\$\_\_\_\_\_.00), available to the Beneficiary for payment at sight upon demand at our counters at \_\_\_\_\_ on or before the expiration hereof against presentation to us one of the following :

Either (1) a copy of a commercial invoice(s) marked "UNPAID" accompanied by a statement of the Beneficiary, signed by an authorized representative of the Beneficiary, stating that the invoice was presented to applicant in accordance with the terms and conditions of the Washington Gas Light Company tariffs/rate schedules/ General Service Provisions which governs the business relationship between the Beneficiary and the applicant, and remains unpaid, or

(2) a statement by Beneficiary, signed by an authorized representative of Beneficiary, stating that the applicant has violated the terms and conditions of the Washington Gas Light Company tariffs/rate schedules/ General Service Provisions that is governing the business relationship between the Beneficiary and the applicant and that applicant's violation has caused Beneficiary to incur costs/expenses/damages of \$\_\_\_\_\_, that Beneficiary has demanded payment of applicant, but that the amount remains outstanding.

SPECIAL CONDITIONS

- A) All letter of credit charges are for the account of the Applicant.
- B) Partial and multiple drawings are permitted hereunder however drawings cannot exceed the total value of this letter of credit.
- C) We hereby agree with you that documents drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation as specified.
- D) The current expiration date of this letter of credit is \_\_\_\_\_. It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for six months from the current and/or future expiration date(s) unless thirty (30) days prior to any expiration date we (issuing/confirming bank) \_\_\_\_\_ send a notice to you (the beneficiary) by registered mail that we the issuing bank/confirming bank elect not to consider this Letter of Credit renewed for any such additional period.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500 (the "UCP").

ISSUED: -----

For service rendered on and after -----

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition



WASHINGTON GAS LIGHT COMPANY

GUARANTY - RATE SCHEDULE NO. 8  
MARYLAND

This Guaranty is executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ between \_\_\_\_\_, a \_\_\_\_\_ corporation (the "Guarantor") and Washington Gas Light Company, a District of Columbia and Virginia corporation (the "Counterparty").

Whereas, \_\_\_\_\_, a \_\_\_\_\_ corporation (the "Company") and a \_\_\_\_\_ of Guarantor desires to participate in the Counterparty's Firm Delivery Service program (the "Program") pursuant to the terms and conditions of the Counterparty's Tariffs, Rate Schedules, and General Service Provisions that govern(s) the Program (collectively, the "Agreement(s)"), and

Whereas, Counterparty will not allow Company to participate in the Program unless Company provides proof of creditworthiness, and

Whereas, it is to Guarantor's benefit that Company participate in the Program.

The Guarantor agrees as follows:

1. Subject to the limits set forth herein, Guarantor hereby absolutely, irrevocably and unconditionally guarantees the prompt payment of sums due under the Agreement(s), that are now or may hereafter become payable to Company, including interest and expenses of all collection and counsel fees incurred by Company by reason of Company's default. This is a guaranty of payment and not of collection.
2. The obligation of Guarantor is a primary and unconditional obligation and covers all obligations of Company to Company that arise under the Agreement(s). This obligation shall be enforceable before or after proceeding against Company and shall be effective regardless of the solvency or insolvency of Company at any time, or the extension or modification of the indebtedness of Company by operation of law.
3. This guaranty shall remain in full force and effect until the earlier of (i) the termination of the Agreement(s), or (ii) thirty (30) days after Counterparty's receipt of written notice of revocation of this Guaranty from Guarantor. Termination shall not eliminate Guarantor's liability occurring under transactions entered into prior to such termination, including any subsequent interest or late charges; provided however, termination of this Guaranty shall relieve Guarantor of any liability for transaction occurring after such termination, including any subsequent interest or late charges.
4. The Guarantor waives notice of acceptance of this guaranty, diligence, presentment, demand, protest, notice of dishonor, and notice of transactions with Company, as well as all other suretyship defenses.

ISSUED: -----

For service rendered on and after -----

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY

GUARANTY - RATE SCHEDULE NO. 8  
MARYLAND

5. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of Counterparty against the Company with respect to such payment, provided that Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the obligations of Company to Counterparty under the Agreement(s) then due shall have been paid in full, and Counterparty agrees to take, at Guarantor's expense, such steps as the Guarantor may reasonably request to implement such subrogation.
6. Notwithstanding anything in this guaranty to the contrary, Guarantor's liability under this guaranty and the Counterparty's right of recovery shall be limited to an aggregate amount of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_00). Guarantor's liability hereunder shall be and is specifically limited to payments expressly required to be made under the Agreement(s) (even if such payments are deemed to be damages); and in no event, shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive or other damages, except to the extent specifically provided in the Agreement(s) to be due from Company.

In witness whereof, the Guarantor has caused this guaranty to be executed as of the date first written above.

(Guarantor) \_\_\_\_\_ Signed By: \_\_\_\_\_  
(Name and Title)

ISSUED: -----

For service rendered on and after -----

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

WASHINGTON GAS LIGHT COMPANY - MARYLAND  
P.S.C. Md. No. 6 - Cancels and Replaces P.S.C. Md. No. 5  
Original Page No. 50

Rate Schedule No. 9

**RESERVED FOR FUTURE USE**

ISSUED: April 27, 1998

EFFECTIVE: For meter readings on and after June 1, 1998

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS

1. GENERAL

- a. These General Service Provisions and the terms and provisions of the various Rate Schedules (including the rates set forth therein), are subject to change from time to time upon order of the Commission.
- b. The following words, terms and abbreviations, when used in the General Service Provisions and Rate Schedules, shall be understood to have the following meanings except where otherwise indicated:
  - (1)"Company": The Washington Gas Light Company
  - (2)"Customer": Any corporation, municipality, governmental agency, person, group of persons, or partnership to whom the Company furnishes service. Each individual establishment, single-family residence, and apartment (separately metered) shall be a customer. The type of customer is defined by class of service as provided under CLASSES OF SERVICE, Section 1A.
  - (3)"Commission": The Public Service Commission of Maryland
  - (4)"Therm": A quantity of heat equivalent to 100,000 British thermal units (Btu); i.e., 1 therm equals 1 Ccf (100 cubic feet) of gas containing 1,000 Btu per cubic foot
  - (5)"Btu": Amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at standard atmospheric pressure
  - (6)"Rate Schedule": A schedule of rates applicable to a Customer whose use of gas service conforms with the character of supply contemplated in the rates
  - (7)"Measurement Base": Standard delivery to the Customer is at low pressure. Where, at the discretion of the Company, gas is supplied at higher than standard delivery pressure, measurement may be by a meter equipped with a pressure compensating device (e.g., base pressure index, fixed factor index, etc.) with the metering continuously, automatically and uniformly corrected from the absolute delivery pressure (14.73 atmospheric pressure) in pounds per square inch absolute to a pressure base 14.92 pounds per square inch absolute, at the temperature existing at the meter. Or, a standard meter may be used and a correction factor applied in the billing system.
  - (8)"Heating Value": Not less than 1,000 Btu per cubic foot.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

- (9) "Degree Day" or "Degree Day Deficiency (DDD)": a measure of the coldness of the weather experienced based on the extent to which the daily average temperature falls below 65 F. Actual Degree Days shall be based on National Weather Service published average daily temperatures for Washington National Airport Station.
- c. These General Service Provisions are a part of the agreement between the Customer and the Company.
  - d. The interpretation of the General Service Provisions and Rate Schedules as to their intent and applicability will be made by the Company subject to the approval of the Commission.
  - e. All bills are subject to such sales, consumer utility or energy taxes or other surcharges as are in force and applicable thereto from time to time. The Company is under no obligation to determine if a Customer is exempt from taxation.

1A. CLASSES OF SERVICE

Residential Service (Rate Schedule No. 1)

Service to customers for residential purposes by individual meter in a single family dwelling, or in an individual apartment, or to not over three families served by a single meter (one customer) in a multiple family dwelling, or portion thereof.

Categorically, residential service shall be as follows:

a. Heating and/or Cooling

Where gas is used to supply the principal space heating and/or air cooling requirements of a dwelling, including any other residential uses. Where gas is used in conjunction with service to commercial or industrial premises, the service shall be classified Commercial and Industrial service.

b. Non-Heating and Non-Cooling

Where gas is not used to supply the principal space heating and/or air cooling requirements, but is used for any other residential purposes.

Commercial and Industrial Service (Rate Schedule No. 2)

Service to commercial and/or industrial customers, including schools, churches, embassies, rest homes, boarding houses, rooming houses, etc., supplied through one meter or a battery of meters.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

1A. CLASSES OF SERVICE (Continued)

Categorically, commercial and industrial service shall be as follows:

a. Heating and/or Cooling

Where gas is used to supply the principal space heating and/or air cooling requirements, including other commercial and/or industrial uses. Also includes gas used to supply the principal space heating and/or cooling requirements of a multiple-dwelling building comprised of four or more dwelling units when the non-heating and non-cooling requirements of all dwelling units are individually metered and billed under Rate Schedule No. 1 and 1A.

The appropriate System Charge (a) or (b) to be billed for each heating and/or cooling customer for the twelve billing months commencing with the September billing month each year shall be based on the actual usage at the customer's current premises for the twelve months ended with a scheduled actual meter reading the preceding June or July, as appropriate, regardless of any change in occupancy, appliances or other circumstances at such premises. When past usage data is not available or does not reflect twelve full months usage, estimates shall be made by the Company based on the expected annual usage. The System Charge (a) shall apply if such past actual or estimated annual usage is less than 3,000 therms normal weather usage adjusted to reflect the actual weather conditions for the twelve months ended the immediately preceding June. Such amount to the nearest whole therm shall be established each year as follows:

The product of 3,000 therms times the ratio of the actual Degree Day Deficiencies for the twelve months ended the immediately preceding June to 3,799 Normal Weather Degree Day Deficiencies, e.g.,

$$\text{Adjusted Annual Usage} = 3,000 \text{ Therms} \times \frac{\text{Actual DDD}}{3,799 \text{ DDD}}$$

System Charge (b) shall apply if past actual or estimated annual usage is equal to or greater than the above adjusted annual usage.

GENERAL SERVICE PROVISIONS (Continued)

1A. CLASSES OF SERVICE (Continued)

The calculation of the adjusted normal annual usages reflecting actual weather conditions shall be filed with the Commission on or before August 1 each year.

b. Non-Heating and Non-Cooling

Where gas is not used to supply the principal space heating and/or air cooling requirements, but is used for any other commercial and industrial purposes. Where gas is used in conjunction with service to residential premises, the service shall be classified Residential Service. Also includes gas to supply non-heating and non-cooling requirements of a multiple-dwelling building comprised of four or more dwelling units when other requirements of all dwelling units are individually metered and individually billed under Rate Schedule No. 1 and 1A or group metered and billed under Rate Schedule No. 3 and 3A.

Group Metered Apartment Service (Rate Schedule No. 3)

Service applicable to any multiple-dwelling building or project comprised of four or more dwelling units (apartments) supplied through one meter or a battery of meters.

Categorically, group metered apartment service shall be as follows:

a. Heating and/or Cooling

Where gas is used to supply the principal space heating and/or air cooling requirements of the dwellings, including any other uses.

b. Non-Heating and Non-Cooling

Where gas is not used to supply the principal space heating and/or air cooling requirements, but is used for any other purposes.

GENERAL SERVICE PROVISIONS (Continued)

1A. CLASSES OF SERVICE (Continued)

Interruptible Service (Rate Schedule No. 4)

Service to any customer on an interruptible basis only, i.e., the Company shall have the right to curtail or interrupt delivery of gas whenever, in the sole judgment of the Company, gas is not available for delivery.

Service to Public Authorities

Service to municipalities or divisions (agencies) of Local, State or Federal Governments, is to be classified as residential, commercial and industrial, group metered apartments, or interruptible as defined in this Section 1A.

2. APPLICATION FOR SERVICE

- a. The Company will furnish service to applicants under the filed rates and in accordance with these "General Service Provisions."
- b. The Company reserves the right to require the applicant, before any gas is delivered, to execute an application. The application does not constitute a commitment by the Company to serve the applicant. Whether or not a written application or agreement is executed, the applicant, by accepting gas service, is bound by the applicable rate schedule and these General Service Provisions as they may be amended from time to time. Failure to make application will make a new Customer liable for all services supplied since the last meter reading by which the previous Customer on the same premises was billed.
- c. If at any time, more than one schedule is applicable to the Customer's service the Company shall, at the Customer's request, assist in determining the rate believed to be most favorable to him. Another rate, if applicable to the service, may at any time be substituted, at the Customer's option, for the rate under which service is rendered, provided that no more than one substitution of a rate may be made within a twelve-month period and that such substitution shall not be retroactive.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Cont'd)

3. DEPOSITS TO GUARANTEE PAYMENT OF BILLS

- a. Before receiving gas service, a Customer shall establish or reestablish as the case may be, his credit to the satisfaction of the Company in accordance with the rules of the Commission and shall discharge, either by payment or agreement, any prior indebtedness to the Company for gas service. When credit is not otherwise established or maintained, the Customer shall deposit with the Company a cash sum which shall be no less than \$5.00 nor more than two-twelfths of the estimated charge for the ensuing twelve months for residential service, nor more than the maximum estimated charge for two consecutive months for nonresidential service. If the actual billing is substantially different from the estimated charge for service, then the amount of the deposit may be adjusted to the applicable portion of the actual billing.

If a customer has not paid any bill within 80 days of the bill rendition date, the Company may elect to assess a security deposit, or to increase an existing deposit up to the highest two bills in the preceding 12 months.

- b. Residential customers who are sixty (60) years of age or older shall be exempt from any cash deposit requirement provided:
- (1)The Customer presents satisfactory proof of age; and
  - (2)The Customer is the primary user, i.e., the service account is in his or her name and is to be responsible for the bill; and
  - (3)The Customer is not then delinquent in the payment of his bills.
- c. The deposit will bear simple interest at the rate prescribed by the Commission on an annual basis as applicable throughout the period that it is retained by the Company and service is rendered to the Customer.
- d. Deposits plus accrued interest will be credited to a customer's account as follows:
- (1)To all other residential customers after twelve months during which the Customer (a) has not had service discontinued for nonpayment of bill, (b) has not had more than two occasions in which a bill was not paid within twenty days after date of rendition, and (c) is not then delinquent in the payment of his bills.
  - (2)Upon termination of service, after deducting all sums due the Company.
  - (3)At any other time, at the option of the Company.

GENERAL SERVICE PROVISIONS (Continued)

4. PAYMENTS

- a. The Company shall endeavor to have each Customer's meter or meters read no less frequently than every other month (bimonthly) to determine the actual consumption of gas. Where meters are read bimonthly, gas consumption for the interim month, i.e., the month not scheduled for reading, will be estimated based on the prior consumption pattern when available and adjusted when gas is used for heating for variations in temperature on a degree-day basis. In the event the Company, due to circumstances beyond its control, is unable to obtain a reading on the scheduled meter reading date, the Company may, by appropriate means, request the Customer to furnish the meter reading. If the Company does not receive such a reading furnished by the Customer within 48 hours (excluding nonworking days) after the scheduled reading date, the Company will estimate the Customer's gas consumption for that billing period in the same manner described above for the interim month estimations. Any difference between the estimated consumption and the actual consumption will be adjusted automatically through subsequent meter readings.
- b. The customer is required to provide a minimum of three working days prior notice to the Company for service initiation or service termination.
- c. The Company shall render a bill to each Customer within a reasonable time after the monthly consumption has been determined in a manner outlined in the preceding paragraph. Where it has been necessary to estimate the Customer's consumption, the words, "Estimated Bill" shall be printed on the bill. In cases where arrearages are caused by underestimations, the Company will allow at least the same length period during which a bill was estimated for making up such arrearages.
- d. Bills covering periods of 28 to 35 days inclusive shall be computed at monthly rates. The system charge when applicable to billings for periods covering other than 28 through 35 days shall be computed as follows: for 56 through 70 days, 84 through 105 days and 112 through 140 days, the system charge shall be multiplied by 2, 3 or 4 respectively; for all other periods, the multiplier shall be the number of days in the period divided by 30. For initial and final bills, the system charge shall be computed in the same manner as for regular bills.
- e. When a payment does not fully pay the outstanding balance of a bill, the payment shall be used to reduce the oldest unpaid amounts (arrears) for gas service. Deferred payment balances related to the underestimation of bills shall not be considered arrears so long as the Customer complies with the terms of the deferred payment arrangement with the Company.

ISSUED: November 21, 2007

EFFECTIVE: For service rendered on and after November 27, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

4. PAYMENTS (continued)

f. The Company will endeavor to process payments in the following manner:

"Day of payment" is defined as the date on which a customer's payment is marked received by the utility to the customer's account. Generally, payments are considered received on the business day they are received if: (1) the payment is received at the payment lockbox in time for same-day processing, and (2) accompanied by an account payment coupon. Payment posting timelines vary by payment method. For the purpose of electronic payments and walk-in payments, a "business day" is defined as the 24 hour period ending at 4:00 p.m. on each Tuesday through Friday. The period between 4:01p.m. Friday and 4:00 p.m. Monday is defined as the Monday business day.

MAILED IN PAYMENTS

For payments mailed to the utility's published lockbox mailing address, payment processing is batched into two groups: Standard mail payments and Non-Standard mail payments.

"Standard mail payments" are customer payments mailed to the utility's published lockbox address that include the utility bill payment remittance coupon and a check or money order payable to the utility. Standard mail payments received by 7:00a.m. shall be posted to the customer's account on the day received. Those received after 7:00a.m. shall be posted as expeditiously as possible, and no later than the next business day after the payment is received.

"Non-standard mail payments" are customer payments mailed to the utility's published lockbox address and require special handling. Examples include: payments with multiple checks, multiple coupons, checks without a coupon, or a single check with multiple coupons that do not balance to the amount of the check. Non-standard mail payments shall be posted to the customer's account no later than the second business day after the payment is received. This includes payments a customer may initiate electronically through their bank or an independent payment processor, if the bank or processor then remits a check to the utility.

Payments delivered to other company offices, or payments without adequate information to identify the account to which the payment belongs, shall be posted to the customer's account as expeditiously as possible.

ELECTRONIC PAYMENTS

Payments received through electronic banking file transmissions (bill payer services), shall be posted to the customer's account on the day the file is received. The automatic payment program payments shall be posted to the customer account on the due date the same day deducted from customer bank account. Payments made through the company's website or telephone or billing systems payments shall be posted on the next business day after the payment file is received, as long as the payment is made before 4:00p.m. Payments made after 4:00p.m. shall be posted on the second business day. Credit card payments are credited on the day the payment file is received from the credit card processor, which is normally the next business day.

IN-PERSON PAYMENTS

Payments received by the utility at its walk-in offices before 4:00p.m. on a business day shall be posted no later than the next business day. Payments delivered to unattended drop boxes before 8:00a.m. shall be posted as expeditiously as possible, and no later than the second business day after drop-off.

ISSUED: November 21, 2007

EFFECTIVE: For service rendered on and after November 27, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

4A. BUDGET PLAN

A budget program is available to any customer who requests level payment billing. Under provisions of the plan, application for this service can be made at any time; however, Customers may not participate until all unpaid charges are paid or arranged to be paid and the Company has reviewed the Customer's payment and meter reading history.

Under this plan, the amount billed each month shall approximate one-twelfth of the total estimated annual usage based on normal weather conditions and current rates. The Company shall read the Customer's meter as usual and show actual gas usage and payments to date on each monthly bill.

During the plan year, the Company shall review each Budget Plan periodically. A customer whose actual usage is varying significantly from the estimated usage shall prompt a modification in the monthly payment amount to prevent an excessive accumulated deviation. The Customer is notified that the monthly installment is being changed.

At the end of each plan year, the twelfth monthly bill shall reflect the last budget installment adjusted for any difference between actual and budgeted usage. Over-payments will be credited to the Customer's account or refunded at the Customer's request. Debit amounts equal to or greater than one existing installment amount will automatically be placed on a three month deferral payment arrangement.

A customer shall be removed from the plan upon request, at any time or for failure to make a payment. Once removed from the plan, the Customer shall be billed based on current meter readings. When payments are received by the Company which pay the account in full and upon request of the Customer, the account shall be returned to billing under the Budget Plan.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

5. METERING

- a. The Customer shall provide a suitable location satisfactory to the Company for its metering equipment. This location shall be convenient and accessible at all reasonable times to the Company's meter readers, other employees and agents. This location shall conform with all Local, State and Federal requirements and with the rules of the National Fire Protection Association.
- b. The representatives of the Company shall be given access to the premises of the Customer at all reasonable hours for obtaining meter readings service rendered, for shutting off the flow of gas for reasons herein prescribed, for inspection of piping and appliances, and for inspecting, removing, repairing, protecting, or preventing or terminating any illegal use of the property of the Company installed on the premises. Access shall be granted at all times for emergency purposes.
- c. The Company may shut off service to the meter if the customer refuses reasonable access to the meter or other equipment after the Company has sent at least three notices requesting access, and alerts the customer that service may be shut off. If the service is shut off, the Company reserves the right to charge a service restoration charge equal to the restoration charge in Appendix A that applies for discontinuance of service.
- d. The Customer shall be liable to the Company for damage to or loss of meters, connections, or other Company property on the premises served due to negligence or want of care on the part of the Customer, members of his household, his agents, his employees, his tenants, or occupants of the premises.
- e. In accordance with Section 15, RELOCATION OR ALTERATION OF COMPANY-OWNED FACILITIES, the costs associated with moving an existing meter either requested or necessitated by any action of the customer, or owner of the property if the customer is a lessee, shall be borne by the customer. In the event the customer requests an estimate for the cost of relocating an existing meter, the Company shall provide an estimated range of such costs based on actual data for a previous twelve-month period, and also the option for a customer-specific estimate at a cost of \$72.00 which shall be due and payable along with the customer's bill for gas usage. This fee shall be credited to the customer's account upon completion of the meter relocation by the Company.
- f. See Section 1, b.(7), for Measurement Base.

6. SUBMETERING

- a. Gas service may not be remetered or submetered by the customer for the purpose of selling or charging for gas service to another or others, but may be submetered as provided in (b) and (c) below:
- b. With the prior written approval of the Company, gas service provided through an existing master meter for use in an apartment house, office building or shopping center may be submetered at the expense of the customer for the purpose of allocating to others the monthly charges for gas service for which the customer is responsible. Before granting approval, the Company will analyze the proposed type of submetering and the proposed billing format.
- c. The customer shall comply with all applicable regulations of the Company and the standards for submetering as set forth by the Public Service Commission of Maryland in COMAR 20.25.

ISSUED: November 21, 2007

EFFECTIVE: For service rendered on and after November 27, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

7. MASTER METERING

- a. Upon request by the Customer, the Company will serve gas to multiple dwelling units by means of a master meter for each building.
- b. The Company will install master meters for individual buildings to replace individual dwelling unit meters, or to replace master meters serving groups of buildings upon the following terms and conditions:
  - (1)The Customer shall pay the Company the cost of disconnecting and removing existing Company facilities;
  - (2)The Customer shall pay the Company the unrecovered portion of the Company's investment in facilities being removed or abandoned, which are not economically reusable;
  - (3) If the changeover necessitates the installation of any new service pipe or any additional gas main capacity without any substantial increase in gas consumption, the Customer shall bear the cost of such new facilities, reduced however by any payment made under (2) above; and
  - (4)The Company will install its facilities from the terminal of the new service pipe to the meter outlet at no expense to the Customer, but it shall be the responsibility of the Customer to furnish locations satisfactory to the Company for such facilities.
- c. The following terms and conditions apply to master meter installations serving groups of buildings under the same ownership when such buildings are not separated by public ways.
  - (1)The Customer shall own and maintain, and bear the cost and responsibility for the underground piping system from the outlet of the Company's master meter;
  - (2)In the event any of the private property in which Customer piping is installed thereafter becomes a public way, the Customer shall:

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

7. MASTER METERING (Continued)

- (a) Arrange and pay for the removal of Customer piping in said public way;
  - (b) Bear any cost of installing new piping and other facilities on the Customer's side of the meter installations;
  - (c) Provide the necessary locations satisfactory to the Company for installation by the Company of its facilities from the service terminal to the meter outlet; and
  - (d) Bear the cost of removal, relocation, alteration or installation of additional Company service pipe or main.
- (3) In the event one or more, but less than all of the buildings of a singularly metered project are transferred to another ownership:
- (a) The transferee shall provide the necessary locations satisfactory to the Company for the installation by the Company of its facilities from the service terminal to each individual building meter outlet; and
  - (b) The transferor and the transferee, as assignee of the transferor, shall agree in writing to bear any costs of disconnecting and removing existing customer facilities, and bear any costs of installing new piping and other facilities on the Customer's side of the Company's meter installations.
- (4) Notwithstanding 7.c (1) above, the Company and the Customer may by mutual agreement provide that the ownership, maintenance, and inspection of a master metered underground distribution system beyond the outlet of the Company's master meter shall become the responsibility of the Company. In no event however, shall the Company accept responsibility for any inside house piping which shall remain the responsibility of the owner, or accept responsibility for such underground distribution system until and unless the Customer authorizes the Company at Customer's expense, to make the necessary repairs, replacements and modifications as may, in the sole judgment of the Company be required.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

7. MASTER METERING (Continued)

- d. In the event an owner or group of owners requests separate metering of buildings in a singularly master metered project, or separate metering of dwelling units within a building through the installation of additional building master meters or individual dwelling unit meters when the existing Company owned service pipe, main and facilities are capable of serving the total requirements of the building or the project, the owner or owners shall:
- (1) Bear the cost of any necessary removal, relocation, alteration or installation of additional Company service pipe or main;
  - (2) Bear any costs of disconnecting and removing owners' existing facilities;
  - (3) Bear any costs of installing new piping and other facilities on the owners' side of the meter installations; and
  - (4) Provide the necessary locations satisfactory to the Company for installation by the Company of its facilities from the service terminal to the meter outlet.
- e. Combined billing of registrations of multiple meters installed on a Customer's premises is permitted only where such multiple meters are installed for the convenience of the Company.

8. ACCURACY OF GAS METERS

- a. All meters shall be tested periodically by the Company in compliance with the rules of the Commission. Meters shall also be tested without charge upon request of the Customer, provided a similar test has not been made upon the same meter within a 1-year period preceding the request.
- b. When any test of a meter made by the Company or by the Commission shall show such meter to have an average error of more than 2 percent, the following provisions for the adjustment of bills shall be observed:

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

8. ACCURACY OF GAS METERS (Continued)

(1) Fast Meters

Unless the date of the beginning of inaccuracy shall be known, the error found shall be considered, for the purpose of this rule, to have existed for the 36 months preceding the test of the meter if the meter shall have been installed three years or more; provided, however, that if the meter shall have been installed for a period of less than three years or shall have been tested within three years, then the error found shall be considered as applying to one half of the consumption since the installation or last prior test of the meter.

If the meter is found to be faster than allowable, the Company shall make a refund to the last Customer of record receiving service through the meter for the amount which shall have been charged in excess of that which would have been charged had the meter registered with 100 percent accuracy, provided the refund exceeds one dollar. The refund will be computed upon the assumption that the meter was registering 100 percent prior to the beginning of the period of inaccuracy or the period of adjustment as defined in the preceding paragraph. The actual error of the meter, and not the difference between the allowable error and the error as found, shall be used as the basis for calculating the refund. The refund shall be for the period that the Customer received service through the meter, but for not more than the periods referred to in this subparagraph (1).

(2) Slow Meters

If the meter is found to under-register, or is slow, the Company may bill the Customer one half of the unbilled undercharge for a period of twelve months, unless the meter has been tested within that twelve month period, in which event the Company may bill the Customer one half of the unbilled undercharge for the period since the meter was last tested. If the amount of under- registration is less than \$5.00, the bill will not be adjusted.

If the meter is found to be not registering, or is stopped, the Company may estimate, and bill the Customer the proper charge for the unregistered service by reference to the Customer's consumption during similar normal periods. Except in the case of tampering, theft, or unauthorized use, the estimate shall cover a period of not more than six months.

- c. The Company will also bill the customer for the costs included in identifying and resolving the meter tampering and related under-billing.

GENERAL SERVICE PROVISIONS (Continued)

9. CUSTOMERS' PIPING AND APPLIANCES

- a. All piping, gas appliances, and related equipment on the Customers' side of the meter (including unmetered gas lights) except as provided under MASTER METERING, Section 7, paragraph c. (4) shall be installed and maintained under the responsibility and at the expense of the Customer or owner of the premises. The installation by the Company of submeters to record gas consumption applicable to different Rate Schedules, or for any other reason, shall not relieve the Customer of responsibility for the maintenance of his expense of Customer-owned piping to which the Company's submeters are attached.
- b. The piping, appliances and related equipment for which the Customer or owner is responsible shall be installed and maintained in conformity with all Local, State and Federal requirements and with the rules of the National Fire Protection Association. The nature and condition of this equipment shall be such as not to endanger life or property, interfere with the service to other customers or, except for unmetered gas lights, permit the passage of gas without meter registration and it shall not be used for any illegal purpose. If a Company representative determines an appliance or house line is not operating safely within the previously listed standards, the Company may shut off the appliance and gas service to secure the safety of the building and occupants. The Company will not be held liable for any resulting damage caused by the shut off and lack of gas service.

10. GAS LEAKS AND SAFETY CONCERNS

- a. Upon notice by the Customer the Company will investigate reports of suspected gas leakage and/or, in the case of safety concerns, improper functioning of gas appliances, without charge.
- b. Where gas leakage is found, no deduction on account of such leakage shall be required to be made.
- c. Where a gas leakage is found on the Company's gas main, service line, regulator, meter or any other Company piping or equipment from the main to the outlet side of the meter, the leak will be repaired without charge to the customer.
- d. When a gas leak is found on the Customer's side of the meter, gas service to the piping, gas appliance or related equipment will be discontinued by the Company. Customers will be advised of their responsibility to arrange for any needed repairs.

ISSUED: November 21, 2007

EFFECTIVE: For service rendered on and after November 27, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

11. DISCONTINUANCE OF SERVICE

- a. When a Customer desires to discontinue service, he shall notify the Company at least 48 hours in advance. The Customer may be held responsible for all gas consumed for 48 hours after the date of such notice. Also, the customer is responsible for ensuring that Company personnel have unimpeded access to the meter for a final read, provided that the Customer controls access to the meter, and provided that Company personnel arrive for the final meter read in reasonable proximity to the time which was scheduled for the final meter read.
- b. The Company may discontinue service to a Customer and remove its property without being liable to the Customer or to tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such discontinuance or removal, for any of the following reasons:
  - (1) Failure, after five days' written notice, to comply with the Company's requirements for service applications under APPLICATION FOR SERVICE, Section 2.
  - (2) Failure, after five days' written notice, to make or increase a deposit as required under DEPOSITS TO GUARANTEE PAYMENT OF BILLS, Section 3.

ISSUED: November 4, 2003

EFFECTIVE: For service rendered on and after November 6, 2003

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

11. DISCONTINUANCE OF SERVICE (Continued)

- (3) Failure to pay a bill for gas service after the Company has made a reasonable attempt to effect collection and has given the Customer written notice that he has five days, excluding Sundays and holidays, in which to make settlement on his account or have his service denied.
- (4) After five days' written notice for refusal of, or inability of the Company to obtain reasonable access to premises.
- (5) Tampering with, damage to or loss of property of the Company on the Customer's premises for which the Customer is liable as provided under METERING, Section 5, or improper character, condition or use of Customer's piping or appliances according to requirements under CUSTOMERS' PIPING AND APPLIANCES, Section 9.

The Company may discontinue service without notice for reason (5).

- c. When it becomes necessary for the Company to discontinue gas service to a Customer for any of the foregoing reasons, service will be reinstated only after all bills for service then due have been paid and satisfactory arrangement made for the extension of credit and after a reconnection fee shall have been paid to reimburse the Company for its attendant expenses as outlined in Appendix A. If the customer makes a payment to a Company representative at the customer's premise to avoid discontinuance of service, the customer shall be subject to a field collection charge as outlined in Appendix A.

GENERAL SERVICE PROVISIONS (Continued)

12. TEMPORARY DISCONTINUANCE OF SUPPLY

The Company may temporarily shut off the supply of gas to the Customer's premises after reasonable notice for the purpose of making necessary repairs or adjustments to mains or supply pipes, and reserves the right to shut off the supply of gas without notice in case of emergency.

13. INSTALLATION OF SERVICE PIPES AND CONNECTIONS

- a. The provisions of this section apply only to Customers for original service to a premises not currently or previously served or customers for whom existing facilities capacity is insufficient to supply new demand put upon it and additional investment in facilities to serve those customers is required. Provisions of this section do not apply to Interruptible Service - Rate Schedule No. 4.
- b. Upon application for connection between a gas main and a building to be supplied with gas, the entire installation of the gas service pipe and connections from the main to the meter shall be made by the Company. This service pipe shall be of the size and type prescribed by the Company.
- c. The Company shall not be required to install facilities where the revenues from such installation will not justify the investment. Under such conditions, the Company may require a contribution from the applicant. Any contribution will be determined, based on the economic test, as set forth in General Service Provision No. 14, ECONOMIC EVALUATION OF FACILITIES EXTENSION.
- d. In the event the Company is required to install underground facilities in advance of construction or paving for the convenience of a builder or developer, said builder or developer may be required to deposit with the Company a sum equal to \$100.00 per service stub installed. Such deposits will be refunded at a rate of \$100.00 per house when gas use is initiated. Deposits held for five years without completion of gas service to the proposed house will be retained by the Company and credited to the appropriate plant account, provided that deposits made before December 31, 1980 shall be treated for the purpose hereof as if they were received on December 31, 1980. If the Company determines it is unable to refund a deposit when due because it cannot locate the party entitled to refund of the deposit, then such deposit shall be retained by the Company and credited to the appropriate plant account.

GENERAL SERVICE PROVISIONS (Continued)

13. INSTALLATION OF SERVICE PIPES AND CONNECTIONS (Continued)

- e. When, at the request of a Customer, a special service connection or a service connection of temporary character is made, the cost of the entire connection and removal of same, less the salvage value of the returned material, will be charged to the Customer requesting same.
- f. The Company will own, control and maintain all service pipes, regulators, vents, meters, meter connections valves and other appurtenances from the main to the outlet side of the meter notwithstanding any contributions to the cost thereof made by the Customer.
- g. Contributions by Customers toward the Company's cost of furnishing and installing service pipes in accordance with this section are non-refundable.

14. ECONOMIC EVALUATION OF FACILITIES EXTENSION

- a. The provisions of this section apply only to Customers for original service to a premise not currently or previously served or customers for whom existing facilities capacity is insufficient to supply new demand put upon it and additional investment in facilities to serve those customers is required.
- b. Where it is necessary to extend or enlarge its mains to supply gas service to a Customer or group of Customers, the Company will bear the cost of the necessary extension or enlargement up to the amount determined by the economic evaluation of facilities extension. The remainder of the cost of the extension or enlargement, if any, shall be deposited with the Company by the Customer or Customers desiring gas service. This deposit will not bear interest.

ISSUED: December 23, 2003

EFFECTIVE: For meter readings on and after December 29, 2003

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

14. ECONOMIC EVALUATION OF FACILITIES EXTENSION(Continued)

- In no case will the amount refunded exceed the amount of the original deposit. Deposits, calculated with the refund formula, which have not been returned within five years, shall be retained by the Company and credited to the appropriate plant account, provided that deposits made before the original effective date of this provision (September 16, 1991) shall be treated for the purpose hereof as if they were received on the effective date of this provision. If the Company determines it is unable to refund a deposit when due because it cannot locate the party entitled to refund of the deposit, then such deposit shall be retained by the Company and credited to the appropriate plant account. A portion or all of the deposit may be waived by the Company, when in its judgment, a part or all of the extension investment is warranted by the additional revenue expected from Customers to be served from the extension or other related conditions.
- c. When the Company installs a main larger than the minimum size as accords with its practice because of prospective new Customers to be added thereto, the Company will give proper recognition to the additional cost of the larger main in determining costs for the purpose of requiring a deposit.
  - d. When the required extension is of a special or temporary character, the cost of the entire extension and its cost of removal, less the salvage value of the returned material, will be charged to the Customer requiring the special or temporary main extension. Such payments are not refundable.
  - e. When refunds are made involving two or more deposits, the earliest deposit will receive priority. Except as provided in Paragraph b. of this Section 14., all deposits will be refunded in accordance with the terms and conditions in effect at the time they were made. Refunds of deposits may be made whenever, in the opinion of the Company, the use of gas and other related conditions justify such refunds.
  - f. These provisions shall not require the Company to extend its mains across private property or in the streets that are not at established grade.

ISSUED: November 21, 2007

EFFECTIVE: For service rendered on and after November 27, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

14. ECONOMIC EVALUATION OF FACILITIES EXTENSION(Continued)

- g. The economic test shall be performed in the following manner:

Calculation of the incremental life cycle cost will be performed as described in h. of this section. Calculation of the anticipated life cycle revenues will be performed as described in i. of this section. The amount due will be equal to the difference between (1) the life cycle cost of the extension or enlargement, and (2) the anticipated life cycle revenues as a result of the extension or enlargement, as described in Paragraph i. of this General Service Provision. Refunds of deposits will be provided for the difference between the incremental life cycle cost of the extension or enlargement and the anticipated life cycle revenues to be derived therefrom. For purposes of this General Service Provision the "incremental life cycle" shall be a twenty (20) year life cycle; however, for customers with a projected annual consumption in excess of 500,000 therms, a five (5) year period shall be used for the incremental life cycle. Applicable to all interruptible delivery service customers, with an annual consumption of 500,000 therms or greater, who have converted to firm delivery service; a return to interruptible delivery service will be subject to the following review. If the interruptible delivery service request is made within 5 years of receiving firm delivery service, the Company will determine whether any distribution system enhancement costs, related to the initial conversion to firm delivery service, remain unrecovered. This determination will be made in accordance with the economic test, as defined in paragraphs G, H, I and J and will account for any Customer contribution amounts as well as revenues associated with activity under firm delivery service. Any shortfall that is realized from the economic test will be recovered from the Customer, prior to conversion back to interruptible delivery service.

- h. The incremental life cycle cost of the extension or enlargement will be calculated as the net present value of expense cash flows associated with the plant investment over the project life, including (1) annual operation and maintenance (O&M) expenses, (2) gross receipts taxes, (3) property taxes, (4) tax effects of accelerated depreciation, (5) income taxes, and (6) an appropriate allowance for return of, and return on, capital investment. The O&M expense level will be determined using a two-part factor and will be based on O&M expenses directly attributable to new customer additions and the respective plant investment. Net rate base will be determined as the total investment in the project less accumulated book depreciation and accumulated deferred income taxes. The service line, meter and regulator installation cost is to be determined from either the previous year's average cost for the applicable customer class or from a detailed cost estimate.
- i. The anticipated life cycle revenues as a result of the extension or enlargement will be calculated using currently authorized rates, excluding the Purchased Gas Charge and related gross receipts taxes (resultant "margin"). The estimated annual margins will be determined for each class of customer based on their respective rates and historical usage levels and consumption patterns, unless individual usage levels and consumption patterns are available. All consumption volumes will be adjusted for normal weather. For economic evaluations where the load will require more than one year to develop, annual and monthly consumption data will be determined from total anticipated load. The annual margins will be discounted at the Company's authorized rate of return to determine the net present value of margins.
- j. The difference between (i) and (h ) above ((i) minus (h )) is the "net present value". Contributions will be required if the net present value is negative. This required contribution (if any) will be equal to the amount by which life cycle costs must be reduced to equate the net present value of the costs and the net present value of the life cycle margins including an adjustment for taxes.

ISSUED: November 30, 2004

EFFECTIVE: For meter readings on and after December 15, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

15. RELOCATION OR ALTERATION OF COMPANY-OWNED FACILITIES

- a. Any relocation or alteration of Company-owned facilities to furnish gas service made solely for the convenience and benefit of the Company shall be paid for by the Company.
- b. No relocation or alteration of Company-owned facilities may be made without prior approval of the Company and where relocation or alteration of such facilities is requested of the Company or is necessitated by action of the owner, occupant, or customer, or any predecessor thereof, the cost of such relocation or alteration shall be at the expense of the Customer. The Company may, in its discretion, bear such portion of the costs of such changes in facilities which it considers justified under the circumstances.
- c. In all cases where it is necessary to extend or install house-piping to a new meter location as a result of relocation or alteration of Company-owned facilities pursuant to (b) above, such extension or installation will be the responsibility of, and at the expense of, the Customer.

16. PURCHASED GAS CHARGE

I. PROVISION FOR CHARGE

- A. The Rate for Monthly Consumption for firm sales of gas set forth in rate schedules Nos. 1, 2, and 3 of the Company shall include an amount per therm hereinafter described which is called the Purchased Gas Charge (PGC).
- B. The cost of purchased gas as used in determination of the PGC shall include, but not be limited to, costs of the following sources of gas including related transportation, storage and handling costs required for delivery to the Company:
  1. Natural and substitute natural gas (SNG) and vaporized liquefied natural gas (VLNG);
  2. Liquefied natural gas (LNG);
  3. Liquefied petroleum gas (LPG); and
  4. Other hydrocarbons used as feedstock for production of substitute natural gas (SNG) and spot or emergency purchases.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

16. PURCHASED GAS CHARGE (Continued)

- C. For purposes of this provision an appropriate assignment of cost of purchased gas applicable to the Company's Maryland sales shall be made consistent with the methods employed in allocating cost of purchased gas in the Company's last general rate proceeding. Specifically, allocation of commodity purchased gas costs to the Maryland jurisdiction shall be made based upon the ratio that Maryland related estimated therm sales to customers bears to the Company's total estimated sales for the billing quarter. Non-commodity purchased gas costs shall be allocated to the Maryland jurisdiction based upon the appropriate Maryland allocation factors from the latest calendar year Actual Jurisdictional Allocation Study filed with the Commission annually pursuant to Commission Order No. 61992 in Case No. 6977 dated November 12, 1976.

II. COMPUTATION

The PGC, calculated to the nearest .01¢ per therm, shall be computed each quarter for firm sales customers in the following manner:

- A. For estimated quantities purchased as specified in I.B.1. above, the sum of the annual billing demands and the sum of the quarterly commodity purchases for firm sales rate schedules will be at the estimated wholesale rates of the Company's suppliers. Such costs shall be adjusted to show the amounts excluded applicable to the Interruptible Delivery Service (Rate Schedule No. 4), for balancing revenues net of gross receipts taxes and cost of gas, calculated as set forth in that rate schedule, net of any margins received and gross receipts taxes, and cost of gas for sales to Mirant Mid-Atlantic, LLC. However, gas purchases for Mirant Mid-Atlantic, LLC which increase the weighted average commodity cost of gas shall be credited at the cost of such purchases adjusted for unaccounted-for gas. Charges by the Company's suppliers (transporters) regarding FERC approved as-billed transition demand and commodity charges shall be those amounts applicable to the PGC billing quarter. Only such commodity costs shall be adjusted to exclude the amounts applicable to interruptible sales and firm and interruptible delivery service. Charges by Hampshire Gas Company under its FERC Rate Schedule S-1 shall be the estimated amounts to be billed the Company for the twelve month period commencing with the first month of the applicable PGC billing quarter (billing year).
- B. The estimated quantities of all other types of gas or hydrocarbons purchased as specified in I.B.2, I.B.3. and I.B.4 above, for firm sales rate schedules during the billing quarter will be priced at the respective prices at which such quantities were charged to expense accounts on the Company's books.
- C. The demand amounts determined in II.A. above, and applicable billing adjustments shall be divided by Maryland projected firm therm sales for the billing year to determine the annualized demand cost per therm.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

16. PURCHASED GAS CHARGE (Continued)

II. COMPUTATION (Continued)

- D. The sum of commodity amounts determined in II.A. and II.B. above, and applicable billing adjustments, as allocated to Maryland sales as provided in I.C. above, shall be divided by Maryland projected firm therm sales for the billing quarter, excluding any, spot or emergency sales and volumes of customer-owned gas delivered under the Firm Delivery Service or the Interruptible Delivery Service Rate Schedule to determine the quarterly commodity cost per therm.
- E. The PGC shall be credited for Balancing Charges assessed firm delivery service customers for estimated volumes to be delivered during the billing quarter. Such amount shall be divided by Maryland projected firm therm sales for the billing quarter to establish a rate per therm credit.
- F. The sum of the amounts determined in II.C., II.D. and II.E. above will be the current cost per therm of gas purchased for sales under the applicable rate schedules ("Current Cost").
- G. The PGC shall be adjusted to include carrying costs on prepaid gas based on the determination period average balance times a stipulated overall rate of return of 8.2% plus an allowance for income taxes.
- H. The PGC shall be credited subject to the Capacity Allocation Credit, per Commission Order No. 82434 in Case No.8509(cc). The credit will be in effect for a 24-month period from May 2009 through April 2011. Each computed credit shall be adjusted for any taxes levied upon the Company which are based upon revenues by dividing the credit by the complement of the tax rate on such revenues.
- I. Each computed PGC shall be adjusted to provide for the recovery of uncollectible accounts expense through a Gas Administrative Charge (GAC) at the rate of 0.88% of PGC revenues consisting of the amounts calculated in II.F, G, and H. above, plus any GSRA amounts from GSP No. 26.
- J. Each computed PGC shall be adjusted for taxes levied upon the Company which are based upon such revenues by dividing the rates calculated in II.I. above by the complement of the tax rate on such revenues.
- K. Inclusion in the calculation of any costs not set forth in I.B. shall be subject to prior approval by the Commission.

III. APPLICATION

Bills for the current billing month shall include a gas cost amount which is the product of (1) the PGC factor computed in II.I above and the DSM factor pursuant to General Service Provision No. 22, and (2) the total therms used during the current billing month.

ISSUED: April 30, 2009

EFFECTIVE: For meter readings on and after April 30, 2009

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

16. PURCHASED GAS CHARGE (Continued)

IV. ACTUAL COST ADJUSTMENT

- A. An annual Actual Cost Adjustment (ACA) shall be computed which shall become effective along with the normal monthly PGC by determining the cost of purchased gas excluding supplier refunds and the net cost of capacity which is being collected through the Gas Supply Realignment Charge from General Service Provision No. 26, but including supplier Gas Inventory Charges (GICs) and carrying costs for prepaid gas applicable to Maryland sales for the Determination Period, which shall be twelve months ended August of each year, and subtracting therefrom an amount equal to:
1. Maryland PGC collections excluding GAC, ACA, supplier refund and PSC Assessment Tax amounts;
  2. A credit for Interruptible Delivery Service balancing revenues net of any applicable taxes. Cost of gas for sales to Mirant Mid-Atlantic, LLC is to be included except that gas purchases for such sales which increase the weighted average commodity cost of gas shall be credited at the cost of such purchases; and
  3. The credit for Balancing Charges recovered from Firm Delivery Service, and including penalty charges collected under Rate Schedule No. 8, Failure to Deliver the ADCQ, net of taxes levied on such revenues.
- B. The cost of purchased gas applicable to Maryland shall be determined consistent with the methods employed in allocating purchased gas costs in the Company's most recent adjudicated rate proceedings.
- C. The amount derived in IVA above shall be divided by the estimated firm therm sales for Maryland for the Application Period twelve months commencing December each year and the resulting unit rate, adjusted for revenue taxes and uncollectible accounts expense, shall be reflected in the Purchased Gas Charge during the application period.
- D. In addition, a further adjustment shall be made for any net ACA over-or-under collection during the ACA application period commenced the preceding December. Such adjustment rounded to the nearest .01¢ per therm shall be determined by comparing the previous period's amount as determined in IV.A. above with the actual ACA amounts and if any difference is found, such amount shall be divided by the estimated Maryland firm therm sales for the twelve months commencing December, to determine the ACA Correction Factor to be effective for the application period commencing March.

ISSUED: October 29, 2004

EFFECTIVE: For meter readings on and after October 28, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

16. PURCHASED GAS CHARGE (Continued)

V. REFUNDS

- A. When the Company receives refunds from one or more of its suppliers which results from a reduction in suppliers' prices applicable to prior periods and previously reflected in the PGC, the Company shall pass on such refunds to firm Customers as hereinafter described, unless otherwise directed by the Commission.
1. Allocate to the Maryland jurisdiction an appropriate portion of the principal refunds received by Washington Gas as follows:
    - a. Allocate Washington Gas commodity refunds to the Maryland jurisdiction based upon the ratio that Maryland related therm sales to customers bears to the Company's total of such sales for each month of the period to which the refund applies;
    - b. Allocate Washington Gas non-commodity refunds by month to the Maryland jurisdiction based upon allocation factors included in ACA filings with the Commission for the respective refund periods.
    - c. Add the amounts derived in a. and b. to determine the principal refund received applicable to Maryland and divide this amount by the complement of the tax rate on such revenues;
    - d. Apportion any interest received in connection with Washington Gas supplier refunds to the Maryland jurisdiction in the same ratio as their principal bears to the total refund to the Company;
    - e. The sum of the amounts derived in c. and d. above shall be apportioned pro rata on a therm basis over the refund period's applicable monthly therm sales. Should the refund received be for more than twelve months, therm sales for like-months will be combined;

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

16. PURCHASED GAS CHARGE (Continued)

V. REFUNDS (Continued)

f. After the refund for each month has been determined, add to such amount Company interest computed from the middle of the month in which the refund was received by the Company from the supplier to the middle of the month during which the credit is to be made on customers' bills. The annual rate of interest is to be the same interest rate as that prescribed by the Commission on an annual basis for customer deposits; and

g. The total amount reimbursable to customers by month shall be the sum of e. and f.

B. Refund to firm customers as a credit to each customer's bill, in the corresponding billing quarter to which the refund applied, a quarterly refund factor, calculated to the nearest .01¢ per therm, determined by dividing the total amount of refund for the billing quarter by the estimated firm sales for the same quarter. Any variation between estimated refund and actual refund amounts shall be adjusted in the second billing quarter succeeding the quarter of the refund.

C. The Company shall not be required to refund amounts for which the associated credit factor would be less than .01¢ per therm, but will accumulate all refunds until the aggregate amounts to .01¢ per therm.

D. FILING

1. The Company will file with the Commission a copy of the computation of the PGC, or refund credit and verification of its suppliers' change in prices or refunds at least ten days prior to the effective date of a change in its PGC or commencement date of refund.
2. The Actual Cost Adjustment (ACA) shall be computed and filed with the Commission annually, which shall be subject to Commission approval.
3. The Company shall, for each refund, reconcile the estimated monthly amounts reimbursable with the amounts actually reimbursed monthly. The (over)/under reimbursed amounts shall be reflected in the following month and in the corresponding billing quarter to which the refund applies.

VI. ADJUSTMENT

The Company, with adequate notice to the Commission Staff, may file its Purchased Gas Charge and related billing rates more frequently than the prescribed billing quarters to reflect volatility in the cost of gas purchased for sale to customers.

In addition, the Commission Staff may permit the Company to adjust the PGC, ACA, Refund and FCA factors for the purpose of minimizing the level of any subsequent reconciliation(s) arising in the ACA, Refunds and FCA. The Company shall furnish Staff sufficient data for its evaluations.

GENERAL SERVICE PROVISIONS (Continued)

17. COMPANY LIABILITY

A. The Company shall not be liable in damages to the Customer, their directors, officers, employees, agents, contractors or other affected third parties for any act, omission or circumstance occasioned by or in consequence of any acts of God, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or 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, other than for the gross negligence or willful misconduct of the Company. This limitation on liability shall apply to all claimed damages regardless of whether the damages are considered direct, indirect, incidental, special, consequential, exemplary or punitive damages or whether they arise in contract or tort or any other cause of action.

B. Such causes or contingencies affecting the performance hereunder by either the Company or the Customer, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from its obligation to make payments of amounts then due in respect of gas theretofore delivered.

18. LIMITATIONS ON AVAILABILITY OF GAS SERVICE

The Company shall not provide gas service to any new residential multiple occupancy building on which construction began after July 1, 1978, or any new shopping center on which construction began after July 1, 1985, except by individual meter or submeter for each dwelling unit or shopping center unit, unless otherwise authorized by the Public Service Commission of Maryland.

19. DISHONORED PAYMENTS

For any payment received by the Company from a customer and subsequently returned by a bank for insufficient funds or other reasons, the Company will charge the customer a returned payment fee as indicated in Appendix A.

GENERAL SERVICE PROVISIONS (Continued)

20. FIRM CREDIT ADJUSTMENT

I. FIRM CREDIT ADJUSTMENT PROVISION

The monthly Distribution Charges billed under the Company's Rate Schedules Nos. 1, 1A, 2, 2A, 3, and 3A shall be subject to an adjustment which is called the Firm Credit Adjustment (FCA).

II. COMPUTATION

The Firm Credit Adjustment (FCA) factor shall be calculated annually based on a determination period twelve months ending August, to become effective commencing with December billing each year, to credit to firm customers revenue from Interruptible customers. The FCA factor shall be the net of a "current" factor and a "reconciliation" factor calculated to the nearest .01¢ per therm as follows:

A. The FCA "current" factor shall be determined as follows:

1. An annual fixed amount equal to \$4,867,367 as specified in the methodology approved in Case No. 8990;
2. less actual Interruptible Delivery Service revenues associated with customers and locations connected to the Maryland system subsequent to August 23, 1989 per the Investment Recovery Procedures included as Section III of this provision;
3. less any the gross receipts taxes applicable to the net revenues derived in II.A.1., II.A.2 and any other local taxes applicable to such revenues;

GENERAL SERVICE PROVISIONS (Continued)

20. FIRM CREDIT ADJUSTMENT (Continued)

II. COMPUTATION (Continued)

4. Margins on off-system interruptible sales are to be credited to firm ratepayers as follows:
  - (a) Margins from sales in which the Company has utilized incremental gas commodity and capacity resources are to be credited 50% to firm ratepayers. Margins shall include revenues less the incremental cost of gas commodity and capacity and any other directly related incremental expenses.
  - (b) Margins from sales in which the Company utilizes gas commodity or capacity resources previously obtained to serve firm sales customers are to be credited 80% to firm ratepayers. Margins include revenues less the incremental cost of gas commodity and any other directly related incremental expenses.
  
5. Margins on sales or deliveries to Mirant Mid-Atlantic, LLC are calculated as follows:
  - (a) revenues from sales to Mirant Mid-Atlantic, LLC;
  - (b) less any the cost of gas purchased assigned to Mirant Mid-Atlantic, LLC for such sales, adjusted for unaccounted-for gas;
  - (c) less operation and maintenance expenses, general taxes, property taxes, and income taxes attributable to sales or deliveries to Mirant Mid-Atlantic, LLC;
  - (d) less amortization of unrecovered incremental investment at 50% of the remaining margins until the incremental investment is fully recovered. Upon recovery of the incremental investment, 50% of the remaining margins will be retained up to the amount of \$773,505, reflecting the present value of the carrying costs on the prepaid deferred taxes related to the Mirant Mid-Atlantic, LLC investment; and thereafter,
  - (e) credit 90% of the margins calculated under (a)-(d) above to firm ratepayers; and
  
6. Margins from Interruptible customer contracts as approved by the Commission and not reflected elsewhere in II.A. shall be credited 92% to firm ratepayers.

ISSUED: September 1, 2005

EFFECTIVE: For meter readings on and after October 1, 2005

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

20. FIRM CREDIT ADJUSTMENT (Continued)

II. COMPUTATION (Continued)

7. Effective with the April 2004 billing month, the FCA factor to be billed to all firm customers shall be adjusted to provide for the collection of estimated Residential Essential Service Pilot program credits to eligible customers as provided for in Rate Schedules Nos. 1 and 1A. Concurrent with the effective date of the Residential Essential Service Pilot Program Rider, the Company will contribute fifty percent of the first \$100,000 in program costs or up to a maximum of \$50,000 per year.
  8. Effective with the November 2004 billing month, the FCA factor shall be adjusted to provide for the collection of an amount equal to the product of the number of firm delivery customers' bills rendered each month times 50¢, and the monthly Maryland administrative fee, where applicable, representing the charges previously billed directly to third party gas suppliers to recover expenses related to billing.
  9. Divided by actual firm sales and deliveries and adjusted for gross receipts taxes
- B. A FCA reconciliation factor shall be calculated each year based on cumulative data for 12 months ended the billing month of September each year to adjust for any over or under crediting as follows:
1. Calculate the margin on interruptible deliveries, including deliveries to Mirant Mid-Atlantic, LLC, and Interruptible Delivery Service in accordance with II.A., plus or minus any under or over credited amounts from the prior year's application under II.B;
  2. calculate the sum of actual monthly credited amounts applied on firm customer bills, excluding gross receipts taxes and any other applicable local taxes;
  3. divide the difference between B.1 above and B.2 above by estimated Maryland firm therm sales and deliveries for the 12 months commencing the following December and adjust for gross receipts taxes; and
  4. the reconciliation factor determined in B.3 above shall become effective for 12 months commencing with the December billing month each year.
- C. The FCA factor for the current month shall be the net of the current factor calculated in II.A. above and the reconciliation factor calculated in II.B. above.

ISSUED: November 21, 2007

EFFECTIVE: For service rendered on and after November 27, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

20. FIRM CREDIT ADJUSTMENT (Continued)

III. INVESTMENT RECOVERY PROCEDURES FOR INTERRUPTIBLE SALES

- A. Washington Gas Light Company (Company) shall maintain individual subsidiary records for all customers with a capital investment in excess of \$500,000. The records will show all incremental capital investments associated with the extension and installation of facilities to serve Interruptible Sales and Delivery Service customers connected subsequent to August 1, 1993. Such records shall be maintained until the final disposition of such investments. All investment costs related to interruptible customers below the \$500,000 limit would be combined on a fiscal year basis.
- B. These capital investments shall be amortized by applying net revenues received from the specific Interruptible Sales and Delivery Service customer, or from Interruptible Sales and Delivery Service customers being served through the facilities with which the investments are associated, against the unamortized investment balance.
- C. Net revenues are total revenues less:
  - 1. cost of gas purchased for such sale, adjusted for unaccounted-for gas and applicable taxes;
  - 2. a return on the unamortized capital investment equal to the Commission authorized rate of return, adjusted for applicable taxes; and,
  - 3. carrying costs on deferred income taxes.
- D. When a specific incremental capital investment is fully amortized, the Company shall be allowed to collect the present value of the carrying costs on the prepaid tax through the margins.
- E. The Company will be allowed to earn the authorized rate of return on the unamortized balance of capital investment for each customer and location, calculated as follows:
  - 1. On a monthly basis, the unamortized balance of each capital investment shall be multiplied by the current monthly authorized rate of return, adjusted for taxes, to determine the amount of return.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

20. FIRM CREDIT ADJUSTMENT (Continued)

III. INVESTMENT RECOVERY PROCEDURES FOR INTERRUPTIBLE SALES (Continued)

- F. So long as Interruptible Delivery Service is being provided to a customer or location, the capital investment subject to this amortization shall not be included in rate base. In the event that Interruptible Delivery Service is no longer provided to a customer or location prior to the complete amortization of the capital investment, the Company may petition the Commission for inclusion of the unamortized investment balance in rate base and other parties may support or oppose such petition. In the event a capital investment is made to serve firm and interruptible requirements, the Company may, in consultation with and subject to the agreement of Staff and OPC, allocate the portion of the capital investment applicable to interruptible requirements which shall be subject to amortization. If Staff, OPC and the Company cannot reach agreement, the Company may petition the Commission to determine the allocation of the capital investment applicable to interruptible requirements which shall be subject to amortization. In its next rate case application, the Company may seek Commission approval for inclusion in rate base of the portion of the capital investment applicable to firm requirements.
- G. The Company shall require minimum annual bills from Interruptible Sales and Delivery Service customers whenever the incremental capital investment to serve the customer exceeds \$200,000. The proceeds of such minimum bills, reduced by gross receipts taxes, shall be first applied to amortize the incremental capital investment to serve the interruptible sales and delivery customers.
- H. The Company may be permitted to apply margins from interruptible customers to offset the unamortized plant for three "non-performing" customers referenced in the Stipulation and Agreement in Case No. 8920. The unamortized plant will be recovered over a two year period through reduced credits in the FCA mechanism.

IV. FILING

The Company shall file with the Commission a copy of the computation of the FCA at least ten days prior to its application on firm customers' bills.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

**RESERVED FOR FUTURE USE**

ISSUED: April 27, 1998

EFFECTIVE: For meter readings on and after June 1, 1998

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

22. DEMAND-SIDE MANAGEMENT SURCHARGE ADJUSTMENT

I. PROVISION FOR ADJUSTMENT

This provision shall be applicable to Rate Schedule No. 1, No. 1A, No. 2, No. 2A, No. 3 and No. 3A. Customers' bills shall include a surcharge for the recovery of all Commission-approved Demand-Side Management (DSM) program costs. The DSM surcharge factors will be determined for each rate schedule as described below.

II. APPLICATION

The DSM surcharge shall be comprised of: (a) a "current factor" which shall be effective during the billing months of January through December each year; and (b) a "reconciling factor" applicable to the previous twelve month determination period to be effective commencing with the January billing month, reconciling projected and actual program costs and revenues, and surcharge collections from customers, for the period ended the previous October.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

22. DEMAND-SIDE MANAGEMENT SURCHARGE ADJUSTMENT (Continued)

II. APPLICATION (Continued)

C. The DSM surcharge, comprised of the sum of the "current factor" as determined in III.A.1.(b)(iv) and the "reconciliation factor" as determined in III.B., below, shall be applied to monthly bills beginning with the billing month of February 2009. The DSM surcharge factors shall be as follows:

<u>Rate Schedule</u>	<u>Current Factor</u>	<u>Recon- ciliation Factor</u>	<u>DSM Surcharge Net Factor</u>
No. 1 (Residential Service)	.04¢	(.02¢)	.02¢ per therm
No. 1A (Residential Delivery Service)	.04¢	(.02¢)	.02¢ per therm
No. 2 (Firm Commercial & Industrial Sales Service)	.00¢	.00¢	.00¢ per therm
No. 2A (Firm Commercial & Industrial Delivery Service)	.00¢	.00¢	.00¢ per therm
No. 3 (Firm Group Metered Apartment Sales Service)	.00¢	.00¢	.00¢ per therm
No. 3A (Firm Group Metered Apartment Delivery Service)	.00¢	.00¢	.00¢ per therm

D. The DSM surcharge shall be added to the Distribution Charge/Delivery Service Charge as appropriate and applied to customers' bills. The Company shall furnish Commission Staff sufficient workpapers for the review and audit of the DSM surcharge.

E. Nothing in this General Service Provision shall serve to prevent the Company's application for recovery of DSM program costs in base rates.

ISSUED: December 10, 2008

EFFECTIVE: For meter readings on and after January 29, 2009

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

22. DEMAND-SIDE MANAGEMENT SURCHARGE ADJUSTMENT (Continued)

III. COMPUTATION

A. Current Factor

1. The current factor for the 12-month period beginning January each year shall be determined for Rate Schedules No. 1, No. 1A, No. 2, No. 2A, No. 3 and No. 3A by dividing the total amount allocated (as hereinafter defined) to each rate schedule for the 12-month period by the applicable estimated therm sales and delivery volumes.

The amount to be recovered is computed as described below:

- (a) Projected DSM program costs shall be based on historic DSM expenditures from the prior annual period November through October and include utility expenditures, incentive payments to customers, lost margins from program savings and those expenses and costs not elsewhere recovered in rates including, but not limited-to, incremental Company labor, labor-related expenses, consultants' and other vendors' fees and expenses, office supply and expense and other costs and expenses incurred in the implementation and operation of DSM programs. Revenues from customers for DSM products or services shall be offset against projected program costs.

Lost Margins are the monthly non-gas revenues not billed because of lost sales from approved conservation programs. Lost Margins are determined using current base rates by Rate Schedule. Lost Sales are from program impact evaluations and are not reflected in the test year level used in the Company's most recent base rate proceeding.

Lost Margins will be included in the surcharge on a prospective basis based on historic annual program participation levels. Reconciliation of Lost Margins is based upon actual program participation. Lost Margins are treated identically to other program costs for recovery contingent on satisfactorily meeting the Quarterly Earnings Test. Lost Margins will not be subject to future recovery in such case that the Quarterly Earnings Test is not satisfied.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

22. DEMAND-SIDE MANAGEMENT SURCHARGE ADJUSTMENT (Continued)

III. COMPUTATION (Continued)

- (b) Costs shall be allocated between customer classes as follows:
- (i) Direct program costs shall be directly assigned to the proper customer class, i.e. residential, commercial and industrial, group metered apartments and interruptible and totaled to provide a ratio by class to be used to allocate other program costs between classes;
  - (ii) All other program costs, i.e. Company incremental labor, consultants' fees and expenses, etc., shall be allocated between classes based on the ratios as determined in III.A.1.(b)(I);
  - (iii) All program costs applicable to the interruptible class shall be allocated between firm classes based on estimated firm therm sales and delivery volumes for the previous applicable 12-month period; and
  - (iv) Such costs as determined in A.1.(b)(i), (ii) and (iii) shall be totaled by customer class and divided by the respective estimated therm sales and delivery volumes to develop the DSM surcharge current factor by customer class. The current factor shall be calculated to the nearest .01¢ per therm. Each computed DSM surcharge shall be adjusted for any taxes levied upon the Company which are based upon revenues by dividing the DSM surcharge by the complement of the tax rate on revenues.
- (c) The Company shall compute interest by customer-class on that portion of actual collections from customers which exceeds actual program costs. Such interest shall be computed as of the end of each month and compounded quarterly. Interest shall be computed at the most recent Commission-authorized rate of return on investment, adjusted for all applicable taxes and recorded in the DSM Recovery Account for crediting to customers.
- (d) Carrying costs shall be computed, by customer class, on the unrecovered balance of program costs, net of program revenues, as of the end of each month and compounded quarterly. For determination of carrying costs, program costs shall include any impact, plus or minus, of the tax effects of timing differences between book and tax treatment of program expenses, revenues, rate base, and customer surcharge collections. The carrying costs shall be computed utilizing the most recent Commission-authorized rate of return on investment, adjusted for all applicable taxes, and recorded in the DSM Recovery Account.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

22. DEMAND-SIDE MANAGEMENT SURCHARGE ADJUSTMENT (Continued)

III. COMPUTATION (Continued)

(e) DSM program costs and revenues and customer surcharge collections, as well as related interest and carrying costs, shall be recorded in appropriate subaccounts of a Demand-Side Management Recovery Account.

B. Reconciliation Factor

A reconciliation of surcharge collections shall be determined by subtracting surcharge collections from actual program costs, net of program revenues, for the period ended October. The under-or-over collection shall be collected from or credited to customers over a twelve month period commencing January utilizing projected twelve month therm sales and deliveries for the applicable rate schedules in a manner identical to that utilized in the collection of the surcharge.

IV. FILING

The Company shall file with the Commission a copy of the computation of the DSM surcharge current factors and/or reconciliation factors at least ten days prior to application on customers' bills.

V. ADJUSTMENT

The Commission may direct the Company to adjust quarterly the DSM Surcharge factor(s) for the purpose of minimizing the level of any subsequent reconciliations. The Company shall furnish Staff sufficient data for its evaluations.

23. SERVICE INITIATION CHARGE

Whenever gas service is initiated at a location where gas has been turned off, a fee shall be charged as specified in Appendix A and shall be due and payable along with the customer's initial bill for usage at such location, except that no such fee shall be charged to builders or rental property managers requesting service rendered on a temporary basis where there has been no interruption in gas service. Whenever gas service is initiated at a location where gas has not been turned off, a fee shall be charged as specified in Appendix A and shall be due and payable along with the customer's initial bill for usage at such location.

GENERAL SERVICE PROVISIONS (Continued)

24. CURTAILMENT OF GAS SERVICE

The Company has designed its delivery system with the goal of always being in a position to supply firm customers with the gas they require and all attempts will be made to avoid curtailing the delivery of natural gas to Company customers. This plan sets forth action the Company shall take if the Company is unable to meet the end-use needs of all its firm customers due to a gas supply emergency. An "emergency", as contemplated within this provision, includes, but is not limited to: 1) reduction or interruption of natural gas supplies from the pipelines in quantities that would prevent the Company from providing gas service to all its customers; 2) the Company's peak day supply of natural gas proves to be insufficient; or 3) the Company experiences a system failure.

When it becomes necessary for the Company to curtail gas service to its customers during such an emergency, the following priorities, and any subclasses thereof, shall apply beginning with the highest number and proceeding in reverse order to Priority 1. All customers within a priority class, or all customers within any subclass thereof, which is subject to curtailment shall be curtailed to the extent practicable on an equal basis. If a customer's end-use requirements come under two or more priorities, then such requirements must be treated separately when applying this schedule of priorities.

A. Priorities of Service

Priority 1 - Customer requirements for residential service, and requirements for human needs without alternate fuel capability (AFC).

Priority 2 - Customer requirements under 1500 Mcf per peak month without AFC.

Priority 3 - Customer requirements over 1500 Mcf per peak month without AFC.

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

Priority 5 - Customer requirements for human needs with AFC.

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

Priority 7 - Requirements for boiler fuel.

Priority 8 - Delivery Service Balancing

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

24. CURTAILMENT OF GAS SERVICE (Continued)

- B. If gas supplies become inadequate to meet the requirements of customers in Priorities 1 and 2, an Essential Human Needs Emergency may be declared and limitations may be imposed restricting gas usage to Essential Human Needs.
- C. If the Company curtails a Firm or Interruptible Delivery Service customer's gas delivered to the Company's city-gate, the Company shall reimburse the customer for said curtailed gas. The reimbursement to the customer shall include applicable capacity charges based on the Company's average transportation cost at 100% load factor, and related commodity charges for the gas itself based on the Company's weighted average cost of gas in the month of curtailment. The weighted average cost of gas shall be prorated if the curtailment extends beyond one calendar month.
- D. The following definitions shall apply to the terms used in this section of the General Service Provisions.
1. Alternate Fuel Capability (AFC) shall mean that gas usage for which the customer has the installed facilities to use an alternate fuel, and shall mean that gas usage of 100,000 therms or more, per peak month for which it would be reasonable to install facilities to use an alternate fuel. A customer may be deemed not to have AFC if alternate fuel supplies are unavailable or their use restricted, for reasons beyond the control of the customer, during a gas supply emergency. Any exceptions to the definition of AFC must be approved by the Commission.
  2. Boiler Fuel shall mean that industrial usage of gas of 100,000 therms, or more, per peak month for the generation of electricity, production of steam, or heating of water.
  3. Commercial Services: Service to customers engaged primarily in the sale of goods or services, to educational institutions, to correctional institutions, and to local, state and federal government agencies for uses other than those involving manufacturing or electric power generation.
  4. Essential Human Needs Emergency: A situation in which gas supply, for whatever reason, is inadequate to meet requirements of customers in Priorities 1 and 2.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

24. CURTAILMENT OF GAS SERVICE (Continued)

5. Essential Human Needs: That gas usage necessary to maintain service to all residential customers and customers qualifying for human needs requirements without AFC, subject to the following restrictions: (a) thermostats in residences, apartments, sanatoriums, rest homes, hospitals, hotels, motels, prisons, and anywhere else that people reside shall be set to 65 degrees in the day and 55 degrees at night, unless such setting causes health hazards; and (b) thermostats in office buildings, retail stores, schools, and other commercial, government and industrial facilities shall be set to the minimum level required to prevent injury to life or property.
6. Human Needs Requirement: Requirements for residences, critical child care and medical facilities, sanatoriums, rest homes, hotels, certain schools, essential agricultural users and food process needs, commercial cooking, prisons, plant protection, water and sewage treatment.
7. Interruptible Service: That service provided under interruptible rate schedules or under special interruptible contracts.
8. Plant Protection: That minimum use of gas necessary to prevent physical damage to plant facilities, danger to plant personnel, and to protect material in production. It shall not include gas to maintain ongoing production of materials.
9. Residential Usage: That gas used for normal purposes in maintaining permanent single and multi-family dwellings.
10. Peak Month shall remain as presently defined in individual tariffs or past practices of jurisdictional natural gas public utilities; however, for purposes of priority classifications, when a customer's usage is increased, or reduced, on a permanent basis then the customer shall be moved to the priority consistent with the change in usage.
11. Essential Electric Human Needs: That electric usage necessary to maintain service to all residential customers and customers qualifying for human needs requirements, subject to the following restrictions: (a) thermostats in residences, apartments, sanatoriums, rest homes, hospitals, hotels, motels, prisons, and anywhere else that people reside shall be set to 65 degrees in the day and 55 degrees at night, unless such setting causes health hazards; and (b) thermostats in office buildings, retail stores, schools, and other commercial, government and industrial facilities shall be set to the minimum level required to prevent injury to life property.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

24. CURTAILMENT OF GAS SERVICE (Continued)

E. Interruptible gas service may be furnished, at the Company's discretion, as available gas supplies permit. However, the Commission may terminate, or alter, the sale of gas to interruptible customers if it is determined that such sales unreasonably affect the reliability of supplies of gas for priority end-uses.

F. In the event of an unforeseen emergency of limited duration, the Company shall:

1. Encourage maximum conservation by all customers.
2. Use its own emergency facilities to the limit of their capability.
3. Consider establishing a temporary moratorium against the connection of new customers.
4. If the Commission finds that the Company cannot supply all of its customers natural gas because an emergency exists, the Commission may, by order, establish a temporary moratorium on the connection of new customers if such moratorium is necessary to minimize the adverse impact on the public health and safety and to facilitate restoration of normal service to all customers at the earliest time practicable.

G. Exemptions

The Company is authorized to grant exemptions to the provisions set forth herein for a period not to exceed ten days. Such exemptions shall be granted, in management's discretion, to avoid undue hardship.

A written report of all requests for an exemption and each exemption granted by the Company shall be filed with the Commission's Division of Energy Regulation.

A Customer, or the Company on behalf of the Customer, may request an exception to these rules from the Commission for a period of time greater than ten (10) days based on hardship or other justifiable circumstances.

ISSUED: September 27, 2002

EFFECTIVE: For meter readings on and after September 30, 2002

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

25. AUTOMATED PAYMENT PLAN

Upon written notification by the customer, the Company shall arrange with the customer's banking or other financial institution to have the customer's monthly bill payment automatically deducted from funds deposited in the customer's checking account. The Company shall request payment be made no sooner than the bill due date. If a payment should be returned for insufficient funds, the company shall charge the customer a fee as specified in Appendix A under this provision. A customer's participation in the plan will be discontinued if two consecutive payments, or three payments within a year are not honored by the customer's bank. This includes payments not honored due to insufficient funds, as well as dishonored payments caused by inaccurate customer or bank account information.

ISSUED: November 21, 2007

EFFECTIVE: For service rendered on and after November 27, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

26. GAS SUPPLY REALIGNMENT ADJUSTMENT

I. GAS SUPPLY REALIGNMENT ADJUSTMENT PROVISION

The monthly Distribution Charges billed under the Company's Rate Schedule Nos. 1, 1A, 2, 2A, 3 and 3A shall be subject to an adjustment which is called the Gas Supply Realignment Adjustment (GSRA).

II. APPLICATION

- A. The Gas Supply Realignment Adjustment (GSRA) surcharge shall be comprised of: (a) a "current factor" which shall be effective during the billing months of December through November each year, and (b) a "reconciliation factor" applicable to the previous twelve month determination period, which reconciles the amount of realignment costs estimated and recovered through the GSRA surcharge with the actual GSRA costs incurred.
- B. The GSRA surcharge, comprised of the sum of the "current factor" as determined in III. A. 1 below and the "reconciliation factor" as determined in III. B. below, shall be applied to monthly bills beginning with the billing month of December, 1997.
- C. The GSRA surcharge shall be added to the Distribution Service Charges as appropriate by designated customer class and applied to customer bills. The Company shall furnish Commission Staff sufficient workpapers for the review and audit of the GSRA surcharge. The prudence of the costs in the GSRA surcharge may be reviewed in a subsequent PGC proceeding.

III. COMPUTATION

A. Current Factor

1. The current factor, calculated to the nearest .01¢ per therm, shall be computed and filed with Purchased Gas Charge (PGC) submittals for Rate Schedule Nos. 1 and 1A, i.e., "residential class", and Rate Schedule Nos. 2 and 2A, i.e., "commercial class", and 3 and 3A, i.e., "group metered apartment class", by dividing the respective total amount allocated (as hereinafter defined) by the applicable estimated therm sales and delivery volumes for the applicable rate schedules.

The amount to be recovered is computed as described below:

- (a) Projected GSRA costs shall be calculated by multiplying the Dths of pipeline capacity either assigned or opted for by suppliers on behalf of customers by class shifting from firm sales service rate schedules to firm delivery service rate schedules without utilizing capacity assignment under the Comprehensive Delivery Service Option and which the Company has elected not to retain for continued use by firm

ISSUED: November 10, 2004

EFFECTIVE: For meter readings on and after November 10, 2004

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

26. GAS SUPPLY REALIGNMENT ADJUSTMENT (Continued)

sales customers times the average embedded cost of capacity that the Company pays the pipeline, net of the revenues received through the sale of released capacity. In addition, other interstate pipeline demand charges, which previously had been recovered exclusively from firm sales customers, may be included in the total GSRA costs. Such capacity costs, if released for sales, are excluded from the calculation of the Purchased Gas Charge (PGC) as provided for in General Service Provision No. 16.

- (b) Such costs as determined in A.1. (a) above shall be divided by the estimated therm sales and delivery volumes by customer class to develop the GSRA current factor. The current factor shall be calculated to the nearest .01¢ per therm. Each computed GSRA surcharge shall be adjusted for any taxes levied upon the Company which are based upon revenues by dividing the GSRA surcharge by the complement of the tax rate on such revenues.
- (c) In addition, the calculated monthly GSRA factor may include any actual costs incurred by the Company (in excess of any security amount) related to a Supplier's participation in the Delivery Service Program, including, but not limited to a Supplier's default and/or exiting the Company's Delivery Service Program. The amounts included in the GSRA calculation for the respective rate schedules will match the proportion of the supplier's customers under contract at the time the cost was incurred. The Company will credit back to the GSRA any amounts subsequently recovered from the Supplier or its Guarantor up to a level that may have been previously collected through the GSRA charge.

B. Reconciliation Factor

A reconciliation of surcharge collections shall be determined by subtracting surcharge collections from actual gas supply realignment costs incurred for the twelve-month period ended August, consistent with the filing of the ACA. The under-or-over collection shall be collected from or credited to customers over a twelve month period commencing in December utilizing projected twelve month therm sales and deliveries for the applicable rate schedules in a manner identical to that used in the collection of the surcharge.

C. Residential Factor Allocation Cap

A monthly per therm GSRA "current" (see A. above) factor of \$.0073 will be the maximum rate charged to a sales service residential customer. Additional costs above this amount will be collected from residential delivery service customers not utilizing WG capacity only.

IV. FILING

The Company shall file with the Commission a copy of the computation of the GSRA surcharge current factors and/or reconciliation factors at least ten days prior to application on customers' bills.

An annual report will be filed on a confidential basis with the Commission Staff which summarizes GSRA activity for the twelve-month period ended August, consistent with the filing of the ACA.

GENERAL SERVICE PROVISIONS (Continued)

27. MARYLAND FRANCHISE TAX SURCHARGE

Distribution Charges set forth in Rate Schedule Nos. 1, 1A, 2, 2A, 3 and 3A and billings under Rate Schedule Nos. 4 and 5 shall include a surcharge for the recovery of the Maryland Franchise Tax. Such surcharge shall be applied to total throughput, expressed on a therm basis, and will be based on The Maryland Franchise tax rate effect at that time. Such surcharge shall be adjusted for any taxes levied

Upon the Company which are based upon revenues by dividing the tax rate by the complement of the Tax rate on such revenues.

In the event that the surcharge changes the Company will file with the Commission a copy of the Computation of any changed surcharge at least ten days prior to application on customers' bills.

28. BALANCING CHARGE

I. PROVISION FOR CHARGE

Suppliers providing service under the Company's Rate Schedule No. 8. shall be billed monthly a charge for the recovery of peaking operations and other gas costs appropriately assigned for providing delivery service. The charge factors will be determined as described below.

II. APPLICATION

A. The charge shall be comprised of: (a) a "current factor and (b) a "reconciling factor" applicable to the previous twelve month determination

B. Computation

1. Current factor

This charge shall be calculated annually to be effective with the December billing period each year to recover the projected annual expense of the Company, as assigned and/or allocated, applicable to firm delivery service customers. This charge shall be calculated to the nearest .01¢ per therm by dividing the projected annual peaking costs by the normalized firm throughput for the twelve months ended the immediately prior August.

2. Reconciliation factor

A reconciliation will be performed each year, which compares the actual costs of the Company applicable to this General Service Provision with related collections to reconcile any over or under collections. This factor shall be calculated to the nearest .01¢ per therm by dividing the net amount of actual peaking costs incurred applicable to delivery service versus actual collections. This net amount shall be divided by firm normalized throughput applicable to delivery service customers for the twelve months ended the immediately prior December. Billing of this reconciling factor shall commence with the March billing cycle of each year.

ISSUED: December 19, 2007

EFFECTIVE: For service rendered on and after November 27, 2007

Adrian P. Chapman - Vice President, Operations, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

28. BALANCING CHARGE (Continued)

3. The charge for billing, each month, shall be the current factor as determined in 1. above plus or minus, as applicable, the Reconciliation factor as determined in 2. Above times one-twelfth of the aggregated annual normal weather usage of the suppliers customers.
4. Revenues received pursuant to this General Service Provision, excluding Gross Receipts Tax, shall be reflected as a credit in the determination of rates pursuant to General Service Provision No. 16.

III. Filing

The Company shall file with the Commission the above factors at least ten days prior to their effective date. Such filing shall be made concurrent with the Company's annual ACA Filing.

- IV. The company may file a surcharge factor at intervals other than specified above to recognize, as necessary, changes in costs and or collections. The commission staff may direct the company to adjust the above factors for the purpose of minimizing the level of any subsequent reconciliation. The company shall furnish staff data in a form and quantity acceptable to staff for its own evaluations.

29. INSTALLATION OF METER PULSE EQUIPMENT

I. PROVISION OF NOTICE

Upon notice to the Company by a non-residential firm or interruptible customer, the Company will provide a pulse initiation device ("PID") at the meter and the Customer may arrange for the connection of equipment to the Company's PID in order to obtain energy consumption data from the meter for the purpose of managing the Customer's energy consumption.

II. REQUIREMENTS FOR SERVICE

The Company will allow a Customer to make a connection to the Company's PID provided:

- A. The Customer acquire an intrinsically-safe barrier of a model and type acceptable to the Company for use in protecting the Company's meter from potentially hazardous electrical energy emanating from the Customer's equipment; and

GENERAL SERVICE PROVISIONS (Continued)

29. INSTALLATION OF METER PULSE EQUIPMENT (Continued)

- B. The Customer utilizes a contractor approved by the Company to install such intrinsically-safe barrier and to make the connection to the Company's PID. The Customer shall notify the Company prior to the commencement of work by an approved contractor to install the equipment. Upon request, the Company will provide the Customer with a list of approved contractors and approved intrinsically safe barriers and connections. The Company shall have the right to disconnect at the Customer's expense any equipment connected to a PID that was not installed by an approved contractor.

The Customer may request the Company to approve/authorize a contractor and/or an intrinsically safe barrier of their choice for the purposes of the General Service Provision.

III. PRICING OF ACCESS TO COMPANY METER

For Customers with a meter on which a PID has been previously installed, the Customer shall pay a charge of \$90 to the Company. For Customers with a meter that does not have a previously installed PID, the Customer shall pay a charge of \$150 to the Company

IV. OWNERSHIP OF METER

The meter and the PID shall at all times remain the property of the Company.

V. METER READING

The Company's meter reading shall be controlling in all cases for billing purposes. The Customer shall also pay all applicable charges for natural gas delivered by the Company to the Customer which does not register on the Company's meter as a result of the installation, operation or failure of the intrinsically safe barrier or connection to the PID. In determining the volume of gas delivered by the Company to the Customer that does not register on the Company's meter, the Company may rely on the Customer's actual natural gas usage during similar periods and under similar conditions.

VI. LIABILITY

The Customer shall pay for any damage to the Company's meter or other equipment caused as a result of the installation, operation, or failure of the intrinsically-safe barrier or connection to the Company's meter. The Customer shall be responsible for arranging for the reconnection of its equipment to the PID if it should be necessary for the Company to disconnect the equipment in order to perform maintenance on, or to replace, its meter.

The Company shall not be responsible for the loss of any data, or for any costs incurred by the Customer, as a result of the performance of work by the Company or its agents on its meter. The Company shall have the right to disconnect at the Customer's expense and without liability any equipment connected to a PID that was not installed by an approved contractor.

ISSUED: December 8, 2003

EFFECTIVE: For meter readings on and after December 15, 2003

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

30. REVENUE NORMALIZATION ADJUSTMENT

I. PROVISION FOR ADJUSTMENT

The monthly Distribution Charges billed under the Company's Rate Schedule Nos. 1, 1A, 2, 2A, 3 and 3A shall be subject to an adjustment which is called a Revenue Normalization Adjustment (RNA).

II. APPLICATION

- A. The RNA shall be computed monthly and comprised of: (a) a "current factor", as determined in III. A. below, and (b) a "reconciliation factor", as determined in III. B. below. The RNA charge or credit shall be applied to monthly bills beginning with the billing month of December, 2005.
- B. The RNA shall be combined with the Distribution Charge as appropriate by designated rate schedule and applied to customer bills. The Company shall furnish Commission Staff sufficient workpapers for the review and audit of the RNA.

III. COMPUTATION

A. Current Factor

The current factor, calculated to the nearest .01¢ per therm, shall be computed and filed monthly, by dividing the respective total amount allocated (as hereinafter defined) by the estimated total firm throughput for the applicable period by firm rate schedule.

The amount to be charged or credited to each customer shall be determined as follows:

1. Test year firm non-gas revenue shall be utilized from the latest base rate proceeding.
2. Such revenues shall be adjusted to reflect the change in the number of customers by rate class from test year levels (on a monthly basis).
3. The current System Charge from each rate schedule shall be multiplied by the net change in customers from the test year for each rate class to arrive at a customer growth adjustment to System Charge revenue for the test year.

ISSUED: September 1, 2005

EFFECTIVE: For meter readings on and after October 1, 2005

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition

GENERAL SERVICE PROVISIONS (Continued)

30. REVENUE NORMALIZATION ADJUSTMENT (Continued)

4. Test year average use per customer (on a monthly basis) shall be multiplied by the net change in the number of customers from the test year to produce a change in therms. Such therms shall be multiplied by the weighted average Distribution Charge per therm for each rate class to develop a customer growth adjustment to Distribution Charge revenue for the test year.
5. Actual non-gas revenue collected on a monthly basis shall be compared to the restated test year non-gas revenues (calculated in 1-4 above) to establish the amount of the required revenue adjustment.
6. The required revenue adjustment determined in III.A.5. above shall be divided by the estimated firm throughput for the second succeeding month to develop a rate per therm adjustment to the Distribution Charge.
7. The amount of the adjustment factor for any rate schedule may not exceed 5¢ in any month. Any excess amount above the cap shall be collected in a subsequent month.

B. Reconciliation Factor

A reconciliation shall be computed monthly by comparing actual collections or credits with the calculated RNA amount and any applicable reconciling amount as filed. The calculated under-or-over collection shall be included in the RNA factor in the second succeeding month.

IV. FILING

The Company shall file monthly with the Commission a copy of the computation of the RNA current factors and/or reconciliation factors at least ten days prior to application on customers' bills.

ISSUED: September 1, 2005

EFFECTIVE: For meter readings on and after October 1, 2005

Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition