

APPENDIX J **SCHOOL/GOVERNMENT NOMINATION AND BALANCING** **PROVISIONS**

APPLICABILITY

The following Provisions shall apply to School/Government Suppliers under Rate 285.

DAILY SCHEDULING OF DIRECTED DELIVERY QUANTITIES:

By 10:00 a.m. Central Clock Time (CCT), Company will post on its EBB, School/Government Supplier's DDQ by Pool for the gas day beginning 9:00 a.m. CCT the following day. Such DDQ shall be the sum of: 1) the Expected Demand of School/Government Supplier's Pool for that gas day calculated using the Pool's demand equation and forecasted weather plus an Unaccounted For Gas Percentage as set forth in Appendix F; and 2) any necessary adjustments for interstate pipeline and/or Company operating constraints, system knowledge and experience, and/or prior imbalances associated with the periodic volume reconciliations. The DDQ will be stated in city gate Dekatherms. At the time of posting the DDQ, Company shall indicate the minimum, maximum, or exact volume that shall be delivered by Supplier on each interstate pipeline or to each Company city gate to achieve the DDQ, and shall post any interstate pipeline and/or Company operating constraints that are expected to be in effect the following day(s). By 1:00 p.m. CCT each day, and via intra-day nominations thereafter, Supplier shall nominate to the Company via the Company's EBB the quantity of gas that it has scheduled for delivery at Company's city gate(s) for its Pool(s) for the following gas day. Supplier agrees to adhere to comply with any Company operating and/or interstate pipeline restrictions communicated by Company.

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BALANCING PROVISIONS

School/Government Supplier shall be obligated to balance its forecasted DDQ with the total daily deliveries of School/Government Supplier-Delivered Gas. An Imbalance Quantity shall exist when the School/Government Supplier's DDQ is greater than or less than its total deliveries on a daily basis. Amounts paid by Company to School/Government Supplier in cashing out Imbalance Quantities shall be eligible for recovery in the Gas Cost Adjustment. Amounts received by Company from School/Government Supplier in cashing out Imbalance Quantities shall be credited against gas costs in the Gas Cost Adjustment.

The following definitions shall apply:

Daily Index Price: The Daily Midpoint Prices per Dekatherm reported in Gas Daily, in the table "Daily Price Survey" for delivery to:

- (1) Texas Gas, Zone SL, or
- (2) ANR, La; or
- (3) Texas Eastern, ELA, or
- (4) Panhandle, Tx-Okla; or
- (5) Chicago City-Gates; or
- (6) REX Zone 3, delivered.

Daily Under-Delivery Charge: The Daily Under-Delivery Charge shall be the highest of the sums of each Daily Index price and the maximum interruptible pipeline transportation rate, including fuel and all surcharges, applicable to each Daily Index Price.

Daily Over-Delivery Charge: The Daily Over-Delivery Charge shall be the lowest of the sums of each Daily Index Price and the firm pipeline transportation commodity rate, including fuel and all surcharges, applicable to each Daily Index Price.

DAILY BALANCING PROVISIONS

School/Government Supplier shall be obligated to balance its Pool DDQ with the aggregated total daily deliveries of School/Government Supplier-Owned Gas by the pipeline ("Total Daily Deliveries"). A Daily Imbalance Quantity shall exist when the School/Government Supplier's Total Daily Deliveries are greater than or less than the DDQ.

Daily Under-Delivery Imbalance:

During a Cold Weather OFO, these provisions will be replaced by those specified in the section entitled Operational Flow Orders.

If School/Government Supplier's Total Daily Deliveries are less than its DDQ, the gas shortfall shall be considered Daily Under-Delivery Imbalance Quantities. School/Government Supplier shall pay Company for Daily Under-Delivery Gas Quantities of Total Daily Usage pursuant to the following:

- (1) the Daily Under-Delivery Charge for each Dekatherm of Under-Delivery Imbalance Quantity;
plus
- (2) DDQ non-compliance charge of \$0.99 per Dekatherm; plus
- (3) All other charges incurred by Company and attributable to School/Government Supplier's Daily Under-Delivery Imbalance Quantity, including pipeline penalty charges; plus
- (4) Applicable taxes.

Daily Over-Delivery Imbalance:

During a Warm Weather OFO, these provisions will be replaced by those specified in the section entitled Operational Flow Orders.

If School/Government Supplier's Total Daily Deliveries are greater than its DDQ, the excess gas shall be considered Daily Over-Delivery Imbalance Quantities. Company shall pay School/Government Supplier for each Dth of Daily Over-Delivery Gas Quantities the Daily Over-Delivery Charge.

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School/Government Supplier shall pay Company for Daily Over-Delivery Gas Quantities pursuant to the following:

- (1) the DDQ non-compliance charge of \$0.99 per Dekatherm; plus
- (2) All other charges incurred by Company and attributable to School/Government Supplier's Daily Over-Delivery Imbalance Quantity, including pipeline penalty charges; plus
- (3) Applicable taxes.

OPERATIONAL FLOW ORDERS

School/Government Supplier is obligated, when requested by the Company through an Operational Flow Order ("OFO"), to nominate and deliver gas supply to the Company's city gates in the manner instructed by the Company. Company may call a Cold Weather OFO or a Warm Weather OFO where such action is necessary, in the Company's sole judgment, to (1) protect the reliability of Company's gas system; (2) comply with Company's Curtailment Procedures in the General Terms and Conditions Applicable to Gas Service, and/or (3) adhere to the various interstate pipeline companies' balancing requirements, as stated in their FERC-approved tariffs.

Cold Weather OFO Day: During a Cold Weather OFO, the School/Government Supplier shall be subject to the following Daily OFO Under-Delivery Imbalance provisions:

When School/Government Supplier has a Daily Under-Delivery Imbalance School/Government Supplier shall pay Company the following:

- (1) For each Dekatherm of Daily Under-Delivery Imbalance Quantity the higher of the highest incremental gas cost paid by Company on the date of noncompliance or the Daily Under-Delivery Charge; plus
- (2) OFO Non-Compliance Charge of \$9.85 per Dekatherm; plus
- (3) All other charges incurred by Company and attributable to School/Government Supplier's Daily Under-Delivery Imbalance Quantity, including pipeline penalty charges on the OFO shortfall quantities; plus
- (4) Applicable taxes.

Warm Weather OFO Day: During a Warm Weather OFO, the School/Government Supplier shall be subject to the following Daily OFO Over-Delivery Imbalance provisions:

When a School/Government Supplier has a Daily Over-Delivery Imbalance the Company shall pay School/Government Supplier for each Dekatherm of Daily Over-Delivery Imbalance Quantity the lower of the lowest incremental gas cost paid by Company on the date of noncompliance or the Daily Over-Delivery Charge.

School/Government Supplier shall pay Company for Daily Over-Delivery Quantities pursuant to the following:

- (1) OFO Non-Compliance Charge of \$9.85 per Dekatherm; plus
- (2) All charges incurred by Company and attributable to the School/Government Supplier's Daily Over-Delivery Imbalance Quantity; including pipeline penalty charges on the OFO excess quantities; plus
- (3) Applicable taxes.

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IMBALANCE TRADING

School/Government Supplier may trade daily imbalance quantities with other School/Government Suppliers in the same operating system reduce or eliminate its imbalances. Imbalance Trading is subject to the following Terms and Conditions:

- (1) The schedule for the trading of imbalances shall be as follows:
 - a. Company shall issue an initial statement of monthly imbalances (i.e. prior to imbalance trades) to School/Government Supplier.
 - b. School/Government Supplier shall complete and submit its monthly imbalance trades to Company within two (2) business days following the issuance of the initial imbalance statement.
 - c. Company shall issue a final imbalance statement of monthly imbalances to School/Government Supplier within three (3) business days following the close of imbalance trading.
- (2) The quantity eligible for trading is 100% of the calculated pre-trade daily imbalance quantities. School/Government Supplier may not trade to establish an imbalance in the opposite direction of the original imbalance.
- (3) Any City-Gate Non-Compliance volumes will not be changed due to trading of imbalances, and will be subject to the City-Gate Non-Compliance Charge.
- (4) Company will bill both parties to an Imbalance Trade a \$9.85 Imbalance Trading Charge for each transaction. For purposes of this charge, a transaction is each transfer of gas imbalance on a specific gas day pursuant to an arrangement by, or between, School/Government Supplier(s) to purchase, sell, or trade gas imbalances.
- (5) Any dollar payments, receipts, or exchanges of other consideration agreed upon between the parties to an Imbalance Trading transaction are outside the scope of this Tariff for Gas Service and must be completed between the parties themselves.
- (6) Trading of imbalances will not be permitted across operational systems or Gas Transportation Programs.

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VOLUME RECONCILIATIONS

Annual Reconciliation:

Company will identify imbalances on an annual basis for each School/Government Supplier's Pool through calculating the difference between the Pool's Delivered Supplies and its Pool's Usage. Calculation of imbalances will be based on Supplier's monthly deliveries to its Pool reduced by the Unaccounted For Gas Percentage as set forth in Appendix F and compared to the Pool's total usage.

School/Government Supplier will eliminate any annual imbalances via either:

- (1) payment from Company for Over-Delivery Imbalance Quantities, or
- (2) payment from School/Government Supplier for Under-Delivery Imbalance Quantities

at the "Weighted Average Imbalance Price" calculated based on:

- (1) School/Government Supplier deliveries; and
- (2) the arithmetic average of the "Monthly Contract Index" prices published as reported by Inside FERC's Gas Market Report in the table "Prices of Spot Gas Deliveries to Pipelines" for the applicable months during the period of delivery to:

- (1) Texas Gas, Zone SL, or
- (2) ANR, La; or
- (3) Texas Eastern, ELA, or
- (4) Panhandle, Tx-Okla; or
- (5) Chicago City-Gates; or
- (6) REX Zone 3, delivered,

inclusive of firm pipeline transportation commodity rate, fuel and all surcharges, and adjusted for the necessary taxes.

WAIVER OF CHARGES

In its reasonable discretion, on a case-by-case basis, Company may waive all or part of any Charge assessable to School/Government Supplier pursuant to this Appendix J, provided, however, that the waiver of such Charge shall be exercised on a non-discriminatory basis. Requests for waivers, showing justifiable cause, must be submitted in writing to Company.