

**RIDER 380**  
**SUPPLIER CHOICE DELIVERY SERVICE (SCDS) RIDER**

Sheet No. 1 of 4

**TO WHOM AVAILABLE**

This Rider shall be applicable to Rate Schedules 311, 315, 321, and 325 available to Customers that elect to have a qualified supplier other than the Company supply their gas requirements (Qualifying Customers).

**CHARACTER OF SERVICE**

A Qualifying Customer shall select a gas supplier from a list of qualified gas suppliers in which the qualified supplier must notify the Company of the customer's choice by submitting a customer account enrollment request via electronic data exchange. The qualified supplier shall purchase and provide all of the transportation services required to deliver the Qualifying Customer's gas from the qualified supplier's source to the Qualifying Customer's meter under the Terms and Conditions provisions of this Rider. These services include: firm transportation and storage on upstream pipeline facilities, daily and monthly scheduling and nominations, load balancing, and firm transportation on the Company's distribution facilities.

**NOMINATIONS**

The nominations provided by the Company pursuant to this Rider shall be submitted directly to the Qualifying Customer's qualified supplier as provided in the Supplier Aggregation Service Agreement between the Company and the qualified supplier (See Rate 345).

**RATE**

Commencing with the month in which service begins under this Rider and each month thereafter, Company will bill and Qualifying Customer will pay the following charges, and applicable Riders as identified in Appendix A:

**Delivery Charge**

The Delivery Charge shall be comprised of the rate components contained in the Rate provisions of Rates 311, 315, 321, or 325.

**Gas Purchase Charge**

The Gas Purchase Charge per Therm, as established by the Qualifying Customer's selected qualified gas supplier, shall be multiplied by the number of Therms of gas delivered by the Company for the Billing Period at the Qualifying Customer's metering point. The Company will bill the applicable sales tax on qualified supplier's charges consistent with the procedures on other services as provided by the Company.

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**RATE (continued)**

**Gas Purchase Charge (continued)**

Qualifying Customer's supplier may elect to separately bill Qualifying Customer for gas supply charges. In that event, the Company will not bill Qualifying Customer for Gas Purchase Charges under this Rider.

**RATE ADJUSTMENT**

This Rider is subject to the Riders identified in Appendix A.

**TERMS AND CONDITIONS**

**1. Supplier Selection**

A Qualifying Customer under this Rider must choose a gas supplier from a list of qualified suppliers, which will be maintained by the Company. The Qualifying Customer shall pick a gas supplier from the list and the supplier must notify the Company of the customers' choice by submitting a customer account enrollment request via electronic data exchange. Such list shall include suppliers who sign a Supplier Aggregation Service Agreement in which they agree to participate in and abide by Company's requirements for its supplier choice program. A list shall be available to eligible Qualifying Customers through the Company's website and upon request throughout the year by calling the Company's provided toll free phone number.

A Qualifying Customer who receives service under this Rider shall have the option to change suppliers throughout the term. Qualifying Customer must cancel enrollment with their existing supplier before changing suppliers. The suppliers perform the cancellation and enrollment through an electronic data exchange.

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**TERMS AND CONDITIONS (continued)**

**2. Applications and Service Dates**

A Qualifying Customer, who desires service under this Rider, shall submit a request for service to the Company through its supplier. The supplier will enroll the customer by submitting a customer account enrollment request via electronic data exchange. Requests so received, if approved by Company, shall normally receive service commencing on the next regularly scheduled read date.

A Qualifying Customer who changes suppliers or who, with the Company's agreement, elects to terminate service under this Rider and return to Company's sales service must notify the supplier of their intent to cancel enrollment with their existing supplier before changing suppliers or return back to the Company's sales service. The suppliers perform the cancellation and enrollment through an electronic data exchange. Requests so received, if approved by Company, shall normally receive service commencing on the next regularly scheduled read date.

**3. Access to Usage History and Current Billing Information**

Each request for service under this Rider shall authorize Qualifying Customer's supplier to receive Qualifying Customer's historic usage data for the prior twenty four months from the Company, and to act on Qualifying Customer's behalf in making billing/usage inquiries, and in exchanging current billing information with the Company, including notices of commencement or termination of service by either party.

**4. Balancing**

Qualifying Customer will be deemed to be in balance at all times and will not incur any imbalance charges from the Company for over- or under-deliveries of gas supplies on the Qualifying Customer's behalf, caused by the Qualifying Customer's selected qualified supplier. All imbalance charges and penalties for such over- or under-deliveries of gas supplies caused by the Qualifying Customer's selected qualified supplier shall be charged to said qualified supplier pursuant to the terms of Rate 345 – Supplier Aggregation Service.

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**TERMS AND CONDITIONS (continued)**

**5. Company Delivery Obligation**

The Company shall deliver the Qualifying Customer's total daily gas requirements on a firm basis so long as the selected supplier with whom the Qualifying Customer has signed an agreement for supplies continues to deliver gas supplies to the Company, and satisfies its contractual obligations as contained within its Supplier Aggregation Service Agreement with the Company. If a supplier fails to deliver gas supplies or satisfy its contractual obligations as contained within its Supplier Aggregation Service Agreement with the Company, the Qualifying Customer will be returned to the Company's appropriate Rate Schedule in order to maintain service.

**6. Supplier's Performance Requirements**

The obligations a supplier agrees to undertake are delineated in the Supplier Aggregation Service Agreement between the supplier and the Company. Suppliers shall be subject to performance standards that the Commission may issue or approve as a condition of participation in the Company's program. The gas supply obligations a supplier agrees to with the Qualifying Customers are a matter of agreement between the supplier and its Qualifying Customers.

**RULES AND REGULATIONS**

Service hereunder shall be subject to the Company Rules and IURC Rules.

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