

RATE CAP – CUSTOMER ASSISTANCE PROGRAM

(C)

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available to any residential customer at one location using natural gas as their main heating source and meeting the following requirements:

1. This rate will serve 100% of the total requirements.
2. The total household income is equal to or less than 150% of the Federal Poverty Level.
3. The customer does not take service under any other rate schedule.
4. The customer is either over sixty years old or is payment-troubled (i.e., has at least one failed payment agreement with the Company within the past 12 months, has received a termination notice from the Company within the past 12 months, has been verified as a current participant in another utility's CAP, or is unable to establish creditworthiness through the use of generally accepted credit scoring methodology).
5. The meter at the premise must serve only the customer's dwelling space.
6. The customer must agree with the terms specified in the Company's CAP Customer Agreement Form.

CAP CUSTOMER APPLICATION AND RESPONSIBILITIES

In order to gain acceptance in CAP and to maintain participation in CAP after acceptance into the Program, a customer must agree to, and comply with, the following:

1. Verify gross monthly income for all adult household members at time of application.
2. Reverify gross monthly household income annually. This requirement shall be waived in any year that the customer applies for, and receives, an Energy Assistance Grant that is posted to the Company.
3. Notify the Company's Universal Services representative of any changes in income, household size, or residence.
4. Make timely monthly CAP payments, including a \$5.00 co-payment on arrears.
5. Apply for federal Low Income Heating Assistance Program (LIHEAP) benefits, and direct the payment of LIHEAP to the Company.
6. Apply for any free weatherization service, including the Company's Warm Choice Program, as well as local county weatherization programs if the customer meets eligibility requirements.
7. Release the Company from any liability associated with the customer's participation in CAP.

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8. Agree not to use any non-essential gas appliance, such as a pool heater.
9. Allow the Company to purchase gas on the customer's behalf.
10. In the case of a CAP applicant who is currently without service, and who has a balance from a prior account, make an upfront payment in satisfaction of the prior balance up to, but no more than, \$150.

MONTHLY PAYMENT OPTIONS

The most affordable payment option for the eligible CAP customer shall be selected from the Options below. The monthly payment will not be less than the average payment received from the customer in the previous twelve (12) months. A minimum payment amount of twenty-five dollars (\$25.00) is required.

Option #1: Percentage of Income.

0 – 110% of Poverty = 7%

110 – 150% of Poverty = 9%

Option #2: Average of last 12 months of customer payments. (Available for customers with at least six months of uninterrupted service.)

Option #3: Flat rate of 50% of budget billing (adjusted annually)

Senior CAP Option: Flat rate of 75% of budget billing for all customers over 60 years of age with no arrears or payment plan default.

In addition to the monthly payment established under either Option #1, #2, #3, or Senior CAP Option, the CAP customer is required to pay a five-dollar (\$5.00) co-payment towards pre-program arrears, as well as an additional amount calculated each year based on the previous year's LIHEAP grants applied to CAP accounts. (C)

A CAP customer's monthly payment shall not exceed the non-CAP budget payment applicable to the customer's account, exclusive of the \$5.00 co-payment towards pre-program arrears. In the event that a CAP customer's monthly payment is determined to exceed the non-CAP budget payment applicable to the customer's account, the applicable information is reviewed to determine if the CAP payment should be lowered or if the customer should be removed from CAP.

SECURITY DEPOSITS

CAP customers will not be charged security deposits.

Any paid security deposits on accounts with an approved CAP application will be credited to the arrears prior to CAP enrollment.

Unpaid security deposits for customers entering into the CAP will be waived after income verification is complete.

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REVERIFICATION

CAP Customers are required to reverify their income annually.

CAP customers 60 years and older who are also on Social Security or Disability Assistance are exempt from annual re-verification.

A customer who has been removed from CAP for failure to reverify will be re-entered into CAP immediately, once eligible proof of income is received.

DEFAULT PROVISIONS

Nonpayment of CAP During the Period April 1 through November 30

A CAP customer shall be considered to be in default after two-missed CAP payments, whether consecutive or not, and will be eligible for termination of service in compliance with the Termination of Service provisions of this tariff and all laws and regulations regarding termination of service. The termination notice will reflect all missed CAP payments.

In order to avoid termination of service, a CAP customer who has received a termination notice shall furnish a make-up payment as set forth in the termination notice prior to the scheduled termination date. The Company may, in its sole discretion, delay termination, but such delay shall not be deemed a waiver of the right to terminate service.

Nonpayment of CAP During the Period November 1 through March 31

During the period November 1 through March 31, a CAP customer will neither be removed from CAP nor receive a termination notice for failing to make monthly CAP payments.

Starting with the April 1st termination date, Columbia will issue termination notices to CAP customers who failed to pay CAP budget payments during the November to March period. The amount on the termination notice shall be for all missed CAP payments.

In order to avoid termination of service, a CAP customer who has received a termination notice shall furnish a make-up payment as set forth in the termination notice prior to the scheduled termination date. The Company may, in its sole discretion, delay termination, but such delay shall not be deemed a waiver of the right to terminate service.

Customers Requesting Removal

A customer requesting removal from CAP in writing shall be removed from CAP immediately upon the Company's receipt of such request. The customer may not reenter the CAP for one year after the time of requested removal.

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Noncompliance with Weatherization Measures

The Company may, at its discretion, remove from CAP, or increase the monthly CAP payment for, a customer:

1. refusing a referral for weatherization services.
2. who has received weatherization services, but who has not reduced monthly consumption.

Failure to Reverify Income

The Company will issue a letter to the customer 30 days prior to the customer's CAP participation anniversary date, notifying the customer of the requirement to reverify household income in order to remain in CAP. The Company shall remove from CAP any customer failing to reverify household income within 30 days after the anniversary date and 60 days after the initial notification that reverification of income is required.

RE-INSTATEMENT PRODECURES

The Company will re-instate to CAP customers who have been removed from CAP as follows:

1. A CAP customer whose service has been terminated may be charged an up-front reconnection fee consistent with the Reconnection of Service section of this tariff during the months of April through October.
2. The customer must pay the entire balance of missed CAP payments including the five-dollar co-pay to the pre-program arrears.
3. Any payments made by the customer after removal are deducted from the amount needed for program re-entry.
4. The pre program arrearage will be the same at the time of reinstatement as at the time of default.
5. Any charges incurred after default, which are not paid by the customer, are treated as current bill shortfall.
6. This process also applies to CAP customers who move to a new service address with no interruption of service due to termination.

ARREARAGE RETIREMENT

Customers who are current on their CAP payment plan including co-pays will receive forgiveness of their pre-program arrears in equal monthly installments over three years.

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CAP AGGREGATION

A CAP customer is required to agree in writing to allow Columbia to act as an agent, on their behalf to contract for the purchase of gas supplies from a licensed natural gas supplier (NGS).

At least quarterly, the Company will solicit Commission licensed NGSs to provide the CAP gas supply service at a discount in relation to the Company's applicable Purchased Gas Cost rates.

PURCHASED GAS COST RIDER

The distribution charges include recovery of purchased gas costs pursuant to the Purchased Gas Cost Rider of this tariff.

In the event that no licensed NGS responds to a quarterly solicitation to provide CAP gas supply service, the Company will provide natural gas supply to the CAP, and the natural gas supply charges to be used to determine current bill shortfall will include recovery of purchased gas costs pursuant to the Purchased Gas Cost Rider of this tariff.

The PGCC and Capacity Assignment Credit (aka the Price-to-Compare) will be increased by 1.52% to reflect the unbundling of uncollectibles related to gas costs. (C)

TERMS OF PAYMENT

The CAP monthly payment must be paid by the due date.

Any customer found stealing gas will be charged separately from their CAP payment or billed separately for CAP prior to reconnection for the amount of the theft.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of gas service under this rate schedule.

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