NORTH CAROLINA
PUBLIC STAFF
UTILITIES COMMISSION

August 29, 2016

Chief Clerk
North Carolina Utilities Commission
4325 Mail Service Center
Raleigh, North Carolina 27699-4300

Re: Docket No. G-5, Sub 565 - Application for a General Rate Increase

Dear Chief Clerk:

Enclosed for filing is the Stipulation of Public Service Company of North Carolina, Inc., Carolina Utility Customers Association, Inc., Blue Ridge Paper Products Inc. d/b/a Evergreen Packaging, and the Public Staff (collectively the "Stipulating Parties") in the above-referenced docket. This Stipulation reflects settlement of all issues between all of the Stipulating Parties.

By copy of this letter, I am forwarding a copy to all parties of record.

Yours very truly,

/s/ Gina C. Holt
Staff Attorney
gina.holt@psncuc.nc.gov

GCH/cla

Enclosure

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

DOCKET NO. G-5, SUB 565

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of		
Application of Public Service Company of North Carolina, Inc. for a General Increase in its Rates and Charges	)))	**STIPULATION**

Public Service Company of North Carolina, Inc. ("PSNC" or the "Company"), the Public Staff - North Carolina Utilities Commission ("Public Staff"), Carolina Utility Customers Association, Inc. ("CUCA"), and Blue Ridge Paper Products Inc. d/b/a Evergreen Packaging ("Evergreen"), (collectively the "Stipulating Parties"), through counsel and pursuant to Section 62-69 of the North Carolina General Statutes and Rule R1-24(c) of the Rules and Regulations of the North Carolina Utilities Commission ("Commission" or "NCUC"), respectfully submit the following stipulation for consideration by the Commission. The Stipulating Parties hereby stipulate and agree as follows:

1. **Background.**

A. On February 17, 2016, PSNC gave notice of its intent to file a general rate case.

B. On March 3, 2016 the Carolina Utility Customers Association, Inc. ("CUCA") filed a petition to intervene, which was granted by the Commission on March 7, 2016.

C. On March 31, 2016, PSNC filed an application (the "Application") in the above-captioned docket seeking approval of: a general increase in its rates and charges; certain changes to its cost allocations and rate designs; revisions to current tariff language; amortization of certain deferred account balances; implementation of a rider to track and provide for recovery of capital expenses related to transmission and distribution pipeline integrity management programs; authority to defer operations and maintenance ("O&M") expenses associated with its distribution integrity management program and continued deferred accounting treatment for O&M expenses associated with its transmission integrity management program; amortization and collection of certain deferred environmental expenses; and contribution to the Gas Technology Institute ("GTI") Operations Technology Development program. Included with this filing were information and data required by NCUC Form G-1, and the testimony and exhibits of Company witnesses D. Russell Harris, Jimmy E. Addison, Robert B. Hevert, John J. Spanos, George B. Ratchford, Sharon D. Boone, James A. Spaulding, Candace A. Paton and Rose M. Jackson.

D. On April 26, 2016, the Commission issued its Order Scheduling Investigation and Hearing, Suspending Proposed Rates, Establishing Intervention and Testimony Due Dates and Discovery Guidelines, and Requiring Public Notice.

E. On May 31, 2016, Blue Ridge Paper Products Inc. d/b/a Evergreen Packaging ("Evergreen") filed a petition to intervene, which was granted by the Commission on June 2, 2016.

F. On June 13, 2016, the Attorney General of North Carolina ("Attorney General") filed notice of intervention.

G. Subsequent to the filing of the Company's Application in this docket, the Public Staff, CUCA, and Evergreen engaged in substantial discovery regarding the matters addressed by the Company's Application, and the Public Staff further examined the relevant books and records of PSNC with respect to the Company's Application.

H. After lengthy negotiations in multiple meetings and conference calls, the Stipulating Parties filed a Partial Stipulation on August 18, 2016, which resulted in substantial adjustments to the Company's filed case and resolved all but one issue. Corrections to the Partial Stipulation were filed on August 22, 2016, and an Amended Partial Stipulation was filed on August 25, 2016. The Stipulating Parties were ultimately able to arrive at a complete settlement of all issues, the terms of which are reflected in the following sections of this Stipulation and the exhibits attached hereto. The Stipulation resulted in an agreement to increase the Company's combined revenues by approximately 4.18% of the Company's total operating revenues.

2. **Test Period.** The test period for this rate case is the twelve months ended December 31, 2015, adjusted for certain changes in plant, throughput, and costs that were not known at the time the case was filed but are based upon circumstances occurring or becoming known through June 30, 2016.

3. **End of Period Throughput.**

A. The appropriate level of adjusted end of period sales and transportation quantities for use herein is 937,082,412 therms, comprised of 491,921,582 therms of sales quantities, 316,664,980 therms of transportation quantities, and 128,495,850 therms of special contract quantities.

B. The appropriate level for lost and unaccounted for gas is 7,027,614 therms and for company use gas is 870,521 therms.

C. The appropriate end of period level of purchased gas supply is 499,819,716 therms, consisting of sales volumes, company use gas, and lost and unaccounted for gas.

4. **Rate Base.** The original cost rate base used and useful in providing service to the Company's customers is $946,722,235, consisting of gas plant in service of $1,839,643,565, reduced by accumulated depreciation of $657,141,088, working capital – other of $7,817,284, and accumulated deferred income taxes of $241,677,456, as shown on Exhibit A attached hereto and incorporated herein by reference.

5. **Revenue Requirement.**

A. The appropriate level of end of period operating revenues under present rates for use in this proceeding is $434,445,667, which is comprised of $430,126,449 of sales and transportation revenues, $792,254 of special contract revenues, and $3,526,964 of other operating revenues, as shown on Exhibit A.

B. The appropriate capital structure consists of 52.00% common equity, 3.38% short-term debt and 44.62% long-term debt. The cost of short-term debt is set at 0.77%. The cost of long-term debt is set at 5.52%.

C. The appropriate return on common equity is 9.70%.

D. The overall fair rate of return that PSNC should be allowed an opportunity to earn on its rate base is 7.53%, as shown on Exhibit A.

E. Rate Design. The rate schedules reflecting new energy rates and monthly facilities charges are shown in the columns entitled "Monthly Facilities Charges" and "Energy Charges" on Exhibit B attached hereto and incorporated herein by reference. The Stipulating Parties agree that the Commission shall determine in this case that these rates are just and reasonable, as adjusted to reflect any Commission-approved: (a) changes in the Benchmark Commodity Gas Cost on or before the date that the rates approved in this docket become effective; and (b) changes in the Demand and Storage Charges that occur between the date of this Stipulation and the date that the rates approved in this docket become effective.

The Stipulating Parties have agreed to an additional usage tier for Rate Schedule 175, as shown on Public Staff witness Jan Larsen's Amended Exhibit C, page 2 of 2. The Stipulating Parties agree that this additional usage tier will not result in any revenue shifting between any rate classes.

F. **Fixed Gas Costs Apportionment Percentages.** The fixed gas cost apportionment percentages will be embedded in rates and used in future true-ups of fixed gas costs in proceedings under Rule R1 17(k) until the resolution of PSNC's next general rate proceeding are set forth in Exhibit C attached hereto and incorporated herein by reference.

G. **Distribution Integrity Management O&M expense.** The Stipulating Parties agree to the exclusion of the Company's proposed $2,000,000 in cost of service of distribution pipeline integrity management O&M expenses. Instead, the Stipulating Parties agree to regulatory asset accounting treatment for certain O&M expenses incurred due to the Company's distribution pipeline integrity management program and to treat such costs as regulatory assets and to defer such costs and reflect the approved annual amortization of DIMP costs until the resolution of the Company's next general rate case proceeding. The Stipulating Parties agree that no party will object to rate base treatment of prudently incurred unamortized DIMP balances in its next general rate case.

H. **Manufactured Gas Plant (MGP) Clean-up Cost Amortization.** The Commission has previously approved regulatory asset treatment for PSNC's MGP clean-up costs. The Stipulating Parties agree that it is appropriate to amortize and allow recovery of the balance of this deferred asset as of June 30, 2016, over a five-year period. The Stipulating Parties have agreed, for settlement purposes only, on the balance of this deferred asset to be amortized and the amount of the annual amortization expense. The Stipulating Parties further agree that regulatory asset treatment for MGP clean-up costs will be discontinued as filed by PSNC.

I. **PIM Cost Amortization.** The Commission approved regulatory asset treatment for PSNC's PIM costs incurred as a result of implementation of the Pipeline Safety Improvement Act of 2002. The Stipulating Parties agree that it is appropriate to amortize and allow recovery of the balance of this deferred asset as of June 30, 2016, over a five-year period. The Stipulating Parties have agreed, for settlement purposes only, on the balance of this deferred asset to be amortized and the amount of the annual amortization expense. The Stipulating Parties further agree that it is appropriate to continue the regulatory asset treatment for such costs and to defer these costs and reflect the approved annual amortization of PIM costs until the resolution of PSNC's next general rate case proceeding. The Stipulating Parties agree that no party will object to rate base treatment of prudently incurred unamortized PIM balances in its next general rate case.

6. **Customer Usage Factors.** The Stipulating Parties agree on the "R" values, baseload and heat sensitive factors to be used in the Company's approved Customer Usage Tracker on and after the effective date of rates as reflected in Exhibit D attached hereto and incorporated by reference herein.

7. **Cost of Gas and Gas Cost Deferred Accounts.**

A. The appropriate Benchmark Commodity Cost of Gas for use in the financial exhibits in this proceeding and in subparagraph B of this Paragraph is $0.225 per therm. The rates that will go into effect will be based on the Company's Benchmark Commodity Cost of Gas in effect on November 1, 2016, the effective date of the new rates.

B. The reasonable level of total cost of gas is $180,388,055 as reflected on Exhibit E attached hereto and incorporated by reference herein, and is determined as follows:

Commodity Cost of Gas:	$110,682,356
Company Use & Lost and Unaccounted for Gas:	$1,777,080
Fixed Cost of Gas:	$67,928,619
Total:	$180,388,055

8. **State Income Tax Rate.** The Stipulating Parties agree to reflect the current 4% state income tax in the cost of service in this proceeding. In accordance with North Carolina Session Law 2015-241, the Stipulating Parties agree that PSNC will make downward adjustments to its rates to recognize the reduction in the state corporate income tax rate to 3% beginning January1, 2017. The Stipulating Parties further agree to work together on determining the appropriate revenue requirement reduction and effectuating such reductions and to file notice of such rate reductions with the Commission prior to implementation.

9. **Depreciation Rates.** The Stipulating Parties agree that effective January 1, 2017, PSNC will adopt the revised depreciation rates reflected in the depreciation study filed with and supported by the testimony of Company witness John J. Spanos.

10. **Adoption of Integrity Management Tracker.** As authorized by North Carolina Gen. Stat. 62-133.7A, the Stipulating Parties agree that it is appropriate to adopt an Integrity Management Tracker ("IMT") mechanism as Rider E to the

Company's tariff to recover capital expenses closed to plant in service after June 30, 2016, and related to the Company's transmission and distribution pipeline integrity management programs.

A. The Stipulating Parties agree that that costs incurred for system expansion/improvement or routine maintenance, repair and replacement of system components that are not primarily required to comply with federal gas pipeline safety requirements shall not be recovered through the IMT but through inclusion in rate base in PSNC's next general rate case.

B. The Stipulating Parties agree that certain costs associated with the Company's Integrity Management Plant Investment shall be excluded from recovery through the IMT mechanism ("Excluded Costs"). Those Excluded Costs shall be calculated by the following fixed percentages based on PSNC's budgeted projects as attached as Exhibit F:

- 85% of right-of-way clearing costs in TIMP and DIMP projects;
- 10% of DIMP project costs net of Excluded Costs related to right-of-way clearing ("Net DIMP Excluded Costs"); and
- 15% of TIMP project costs net of Excluded Costs related to right-of-way clearing ("Net TIMP Excluded Costs").

C. The Stipulating Parties agree that only the costs associated with the replacement of 47.5 miles of 8" pipe reflected in the T-1 Line Project costs agreed to by the Parties in the amount of $117,740,065, plus overheads, should be allowed recovery in the IMT.

D. The Stipulating Parties agree that they will work together to determine the level of costs associated with the Highway 751 TIMP Project that should be allowed recovery in the IMT.

E. The Stipulating Parties agree that they will work together to determine the level of costs allowed for recovery through the IMT associated with any future extraordinary projects that have a significant non-IMT component.

F. The Stipulating Parties agree to the Summary Timeline for Integrity Management Tracker attached hereto as Exhibit G.

G. The Stipulating Parties agree that the IMT mechanism shall be reviewed by the Commission at the earlier of four years from the date PSNC's IMT tariff takes effect or the date of PSNC's next general rate case filing, after which the IMT mechanism may be extended, modified, or terminated. Any Integrity Management Deferred Account balance carried on PSNC's books at the effective date of rates from a general rate case or upon termination of the IMT mechanism shall remain recoverable through an ongoing surcharge mechanism until such balance is fully recovered. The Stipulating Parties agree that the amortization period for any such balance shall be determined by the Commission in a future proceeding. The Parties further agree that, unless otherwise ordered by the Commission, all Integrity Management Plant Investment made by PSNC after the termination of the IMT mechanism shall be recoverable only through base rates.

11. **Tariff and Rules and Regulations.** The Stipulating Parties agree that the Company's Tariff and Rules and Regulations included in Paton Exhibit 4 with the exception of the Summary of Rates and Charges, Riders C and E, and the Transportation Pooling Agreement should be approved. Further, the Stipulating Parties agree that revised Riders C and E and the revised Transportation Pooling Agreement as attached hereto as Exhibit H should be approved.

12. **Excess Deferred Income Taxes.** The Stipulating Parties agree that it is appropriate to implement a temporary decrement in rates to refund excess deferred taxes as set forth on Paton Exhibit 13. The parties further agree that in accordance with North Carolina Session Law 2013-316 (House Bill 998), PSNC agrees to refund the additional EDIT over a one-year period. The parties further agree that any amount remaining after twelve months shall be transferred to the All Customers' Deferred Account.

13. **Conservation Program Expenditures.** The Stipulating Parties agree that PSNC should continue to be allowed to recover $750,000 of conservation program expenditures.

14. **GTI Funding.** The Stipulating Parties agree that the Company may fund research and development activities through annual payments to GTI that have been included in operating expenses in this proceeding.

15. **Interest Rate on Deferred Gas Cost Accounts.** The parties agree that beginning with the month in which the Order is issued, PSNC will use an interest rate of 6.6% per annum as the applicable interest rate on all amounts over-

collected or under-collected from customers reflected in its Sales Customers Only, All Customers, and Hedging Deferred Gas Cost Accounts. The methods and procedures used by PSNC for the accrual of interest on the Deferred Gas Cost Accounts will remain unchanged.

16. **GS-1 Reporting.** The parties agree that PSNC shall file their GS-1 Report in a format similar to the ES-1 filed by the electric utilities.

17. **Agreement to Support Settlement; Non-Waiver.** The Stipulating Parties will support this Stipulation in any proposed order or brief and in any hearing before the Commission in this docket; provided, however, that the settlement of any issue pursuant to this Stipulation shall not be cited as precedent by any of the Stipulating Parties in any other proceeding or docket before this Commission. The provisions of this Stipulation do not necessarily reflect any position asserted by any of the Stipulating Parties.

Rather, they reflect a settlement among the Stipulating Parties as to all issues, and no Stipulating Party waives the right to assert any position in any future docket before the Commission.

18. **Introduction of Testimony and Waiver of Cross-Examination.** The Stipulating Parties agree that testimony and exhibits filed by the Stipulating Parties in support of this Stipulation may be introduced into evidence without objection, and the parties hereto waive their respective right to cross-examine all witnesses with respect to such pre-filed testimony and exhibits. If, however, questions should be asked by any person, including a Commissioner, who is not a Stipulating Party,

the Stipulating Parties may present testimony and/or exhibits to respond to such questions and may cross-examine any witnesses with respect to such testimony and/or exhibits; provided, however, that such testimony, exhibits, and/or cross-examination shall not be inconsistent with this Stipulation. The Stipulating Parties further agree that the Company will file supplemental testimony in support of the Stipulation provided that such testimony shall not be inconsistent with this Stipulation. The Stipulating Parties agree to waive cross-examination of the Public Staff's testimony and the Company's testimony on all issues agreed to in this Stipulation.

19. **Entire Stipulation Accepted.** This Stipulation is the product of give-and-take negotiations, and no portion of this Stipulation shall be binding on the Stipulating Parties unless the entire Stipulation is accepted by the Commission. The above terms and conditions fully represent the agreement of the parties. Therefore, each party acknowledges its consent and agreement by authorizing its representative or counsel to affix his or her signature to this Stipulation. Facsimile signatures and email signatures shall be as effective as original signatures to bind any party. This Stipulation may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Stipulation.

SCHEDULE OF EXHIBITS

Exhibit A	-	Net Operating Income, Rate Base and Overall Return
Exhibit B	-	Rates and Revenue Level
Exhibit C	-	Fixed Gas Cost Allocations
Exhibit D	-	Customer Usage Tracker Factors
Exhibit E	-	Cost of Gas
Exhibit F	-	Integrity Management Tracker Projects
Exhibit G	-	Integrity Management Tracker Timeline
Exhibit H	-	Tariff Revisions and Integrity Management Tracker

The foregoing is agreed and stipulated to this the 29th day of August, 2016.

Public Service Company of North Carolina, Inc.

Mary Lynne Grigg

Public Staff-North Carolina Utilities Commission

Blue Ridge Paper Products Inc.
d/b/a Evergreen Packaging

Carolina Utility Customers Association, Inc.

The foregoing is agreed and stipulated to this the 29th day of August, 2016.

Public Service Company of North Carolina, Inc.

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Public Staff-North Carolina Utilities Commission

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Blue Ridge Paper Products Inc.
d/b/a Evergreen Packaging

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Carolina Utility Customers Association, Inc.

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The foregoing is agreed and stipulated to this the 29th day of August, 2016.

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The foregoing is agreed and stipulated to this the 29th day of August, 2016.

Public Service Company of North Carolina, Inc.

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Public Staff-North Carolina Utilities Commission

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Blue Ridge Paper Products Inc.
d/b/a Evergreen Packaging

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Carolina Utility Customers Association, Inc.

Sharon C. Miller

Public Service Company of North Carolina
Docket No. G-5, Sub 565
STATEMENT OF NET OPERATING INCOME FOR RETURN, RATE BASE AND OVERALL RETURN
For The Test Year Ended December 31, 2015

Line No.	Item	Per Company (a)	Public Staff Adjustments (b)	After Public Staff Adjustments (c)	Rate Increase (d)	After Rate Increase (e)
	NET OPERATING INCOME FOR RETURN					
	Operating Revenues:					
1	Sales and transportation of gas	$426,062,649	$4,063,800	$430,126,449	$18,777,584	$448,904,033
2	Other operating revenues	3,413,176	113,788	3,526,964	276,576	3,803,540
3	Operating revenues, excl special contracts	429,475,825	4,177,588	433,653,413	19,054,160	452,707,573
4	Special Contract Revenues	792,254	0	792,254		792,254
5	Total operating revenues	430,268,079	4,177,588	434,445,667	19,054,160	453,499,827
6	Cost of gas	177,117,745	3,270,310	180,388,055		180,388,055
7	Margin	253,150,334	907,278	254,057,612	19,054,160	273,111,772
	Operating Expenses:					
8	Operating and maintenance	112,901,063	(11,298,057)	101,603,006	74,245	$101,677,251
9	Depreciation	56,496,731	(441,452)	56,055,279		56,055,279
10	General taxes	15,460,053	(171,956)	15,288,097		15,288,097
11	State income tax (4%)	1,794,393	509,332	2,303,725	757,341	3,061,066
12	Federal income tax (35%)	15,072,898	4,278,394	19,351,292	6,361,692	25,712,984
13	Amortization of investment tax credits	0	0	0		0
14	Amortization of EDIT	0	0	0		0
15	Total operating expenses	201,725,138	(7,123,739)	194,601,399	7,193,278	201,794,677
16	Interest on customer deposits 1/	0	0	0		0
17	Net operating income for return	$51,425,196	$8,031,017	$59,456,213	$11,860,883	$71,317,096
18	RATE BASE					
19	Plant in service	$1,854,943,639	($15,300,074)	$1,839,643,565	$0	$1,839,643,565
20	Accumulated depreciation	(671,500,105)	14,359,017	(657,141,088)	0	(657,141,088)
21	Net plant in service	1,183,443,534	(941,057)	1,182,502,477	0	1,182,502,477
22	Working Capital - Other	(1,885,912)	(5,931,372)	(7,817,284)	0	(7,817,284)
23	Working Capital - Lead Lag	10,009,617	1,847,954	11,857,571	1,856,927	13,714,498
24	Defered Regulatory Assets		0	0		0
25	Deferred Income Taxes	(245,221,651)	3,544,195	(241,677,456)	0	(241,677,456)
26	Original cost rate base	$946,345,588	($1,480,280)	$944,865,308	$1,856,927	$946,722,235
26	Overall Rate of Return on Rate Base	5.43%		6.29%		7.53%

Public Service Company of North Carolina
Docket No. G-5, Sub 565

RECONCILIATION OF GROSS REVENUE INCREASE REQUESTED BY THE COMPANY TO THE SETTLEMENT AMOUNT
For The Test Year Ended December 31, 2015

Line No.	Item	Amount
1	**Increase in revenue requirement requested by the Company**	**$41,583,020**
	Settlement Adjustments:	
2	Change in equity ratio from 53.75% to 52.00%	(1,614,203)
3	Change in cost of long-term debt from 5.66% to 5.52%	(593,475)
4	Change in cost of short-term debt from 0.82% to 0.77%	(16,056)
5	Change in return on equity from 10.60% to 9.70%	(7,125,357)
6	Plant in Service Updates and Related Items at June 30, 2016	51,324
7	Working Capital Updates at June 30, 2016	(158,131)
8	Update gas in storage through June 2016	(563,311)
9	Update materials and supplies through June 2016	91,901
10	ADIT - updated to June 30, 2016	174,724
11	Adjust working capital for lead lag to reflect Settlement adjustments	196,137
12	Adjustment to end of period revenue - weather, growth, and commodity costs	(1,457,266)
13	Adjustment to other operating revenues	(114,232)
14	Special Contract - remove PIS associated with facilities	(517,243)
15	Payroll and Related Expenses	(288,568)
16	Bonus accruals updated to actuals 6/30/16	(1,183,067)
17	Payroll Benefits Percentage - updated through June 30, 2016	(21,854)
18	Modify the allocation of incentive pay for certain executives to PSNC	(872,982)
19	Executive Compensation Adjustment	(280,405)
20	Remove retired executive compensation	(139,795)
21	Nonutility Adjustment - O&M expense	(262,228)
22	Nonutility Adjustment - effect of change in plant additions	(24,508)
23	Inflation Adjustment - removed certain expenses and updated rate to 2.2%	450,911
24	Rate Case Expenses - updated through June 30, 2016 w/ 5 yr amortization	(77,327)
25	Postage Adjustment - excluded growth since adjusted elsewhere & removed adv.	(145,282)
26	Uncollectibles - changes in revenue	(22,533)
27	Regulatory Fee - change for 0.148% to 0.14% per Commission Order	(34,439)
28	MGP Costs - update actual expenses @ 6/30/16	(887,970)
29	PIM Costs - update actual expenses @ 6/30/16	(1,651,192)
30	DIMP Costs - deferral	(1,706,430)
31	SalesForce Adjustment - ongoing level	(37,532)
32	Advertising - remove promtional, image, competitive, & non-recurring	(678,559)
33	Update Interest on Customer Deposits through June 2016	(11,382)
34	Service Company Charges - removed unsuppported budgeted charges	(3,228,865)
35	Update GTI to June 2016 actual meters	(6,394)
36	Fuel Costs - adjust to test year fuel costs	(117,471)
37	Adjustment to remove lobbying expenses	(168,417)
38	Change in retention factor - regulatory fee changes	(3,332)
39	Adjust cash working capital for revenue impact of Settlement adjustments	(150,481)
40	Rounding	43
41	Settlement Adjustments	(23,195,245)
42	**Recommended Change in Margin**	**$18,387,775**
43	Fixed Gas Cost Adjustment	643,643
44	LAUF Rate Change	22,742
45	**Recommended Change in Revenue Requirement per Settlement**	**$19,054,160**

PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INC.
DOCKET NO. G-5, SUB 565
COST OF GAS

FACILITY	RATE [$/DT]	STORAGE QUANTITY	DAILY DEMAND	MONTHS/ DAYS	AMOUNT	SERVICE TOTAL
TRANSCO						
GSS						
DEMAND	$0.10070		33,218	365	1,220,944	
CAPACITY	$0.00053	1,835,944		365	355,163	1,576,108
WSS						
DEMAND	$0.02557		29,416	365	274,541	
CAPACITY	$0.00027	2,794,500		365	275,398	549,939
LNG						
DEMAND	$0.03479		5,175	365	65,714	
CAPACITY	$0.00670	25,875		365	63,277	128,991
ESS						
DEMAND	$0.03510		37,717	365	483,211	
CAPACITY	$0.00392	318,271		365	455,382	938,593
Emminence						
DEMAND	$0.03510		38,545	365	493,819	
CAPACITY	$0.00392	321,950		365	460,646	954,465
COLUMBIA FSS						
DEMAND	$1.50100		35,335	12	636,454	
CAPACITY	$0.02880	3,180,150		12	1,099,060	1,735,514
COVE POINT LNG						
RESV CHG - FPS-1	$2.42300		25,000	12	726,900	726,900
DTI GSS						
DEMAND	$1.86180		62,669	12	1,400,126	
CAPACITY	$0.01450	3,856,000		12	670,944	2,071,070
PINE NEEDLE LNG						
RESV CHG	$0.10460		103,500	365	3,951,527	3,951,527
SALTVILLE						
DEMAND	$0.075083	600,000		12	540,600	
INJ RESERV	$1.495000		13,333	12	239,194	
WD RESERV	$0.751000		30,000	12	270,360	1,050,154
SALTVILLE - FSS						
DEMAND	$0.138250	200,000		12	331,800	
INJ RESERV	$3.322000		10,000	12	398,640	
WD RESERV	$1.657000		20,000	12	397,680	1,128,120
SUB-TOTAL STORAGE COSTS						$14,811,381
TOTAL FIXED GAS COSTS						$91,412,650
ANNUALIZED SECONDARY MARKET CREDITS						(23,484,031)
NET TOTAL FIXED GAS COSTS						$67,928,619
II. COMMODITY COSTS (in Therms and $/Therm):						
SALES VOLUMES		491,921,582	$0.225			$110,682,356
UNACCOUNTED FOR GAS		7,027,614	$0.225			1,581,213
COMPANY USE GAS		870,521	$0.225			195,867
TOTAL COMMODITY COSTS						112,459,436
III. TOTAL GAS COST						$180,388,055

Exhibit E

PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INC.
DOCKET NO. G-5, SUB 565
COST OF GAS

I. FIXED GAS COSTS (in DTs and $/DT)

PIPELINE	CONTRACT NUMBER	RATE SCHEDULE	DTs	DEMAND RATE	MONTHS/ DAYS	AMOUNT	ANNUAL TOTAL
DTI	100035	FTNN	18,331	$4.16190	12	915,501	
DTI	100103	FTNN	12,000	$4.16190	12	599,314	
DTI	100051	FTNN	10,000	$4.16190	12	499,428	
DTI	200085	FT	5,035	$6.18990	12	373,994	
DTI	700013	FTNN-GSS	11,669	$4.16190	5	242,826	
DTI	700036	FTNN-GSS	18,000	$4.16190	5	374,571	3,005,634
TGT	8260	FT 1-4	5,272	$0.26000	365	500,313	500,313
TRANSCO	1006505	FT, Zn 3-6	30	$0.46057	365	5,043	
TRANSCO	1006505	FT, Zn 2-6	1,371	$0.48988	365	245,143	
			1,401			250,187	250,187
TRANSCO	1002264	FT, Zn 1-5	385	$0.43693	365	61,400	
TRANSCO	1002264	FT, Zn 2-5	566	$0.42147	365	87,071	
TRANSCO	1002264	FT, Zn 3-5	1,313	$0.39216	365	187,941	
			2,264			336,412	336,412
TRANSCO	1012381	FT, Zn 6-6	5,175	$0.13061	365	246,706	246,706
TRANSCO	1012028	FT, Zn 4-5	44,627	$0.34681	365	5,649,138	5,649,138
TRANSCO	9178381	FT, Zn 6-4	100,000	$0.55367	365	20,208,955	20,208,955
						5,895,844	
TRANSCO	9103562	FT, Zn 3-5	20,000	$0.35339	365	2,579,747	2,579,747
TRANSCO	9130053	FT, Zn 3-6	208	$0.46057	365	34,966	
TRANSCO	9130053	FT, Zn 2-6	9,425	$0.48988	365	1,685,248	
			9,633			1,720,215	1,720,215
TRANSCO	1003703	FT, Zn 1-5	27,906	$0.43693	365	4,450,434	
TRANSCO	1003703	FT, Zn 2-5	41,037	$0.42147	365	6,312,991	
TRANSCO	1003703	FT, Zn 3-5	95,208	$0.39216	365	13,627,921	
			164,151			24,391,345	24,391,345
TRANSCO	1004190	FT, Zn 4-5	5,159	$0.34681	90	161,027	
TRANSCO	1004190	FT, Zn 4-5	34,171	$0.34681	90	1,066,576	
			39,330			1,227,603	1,227,603
TRANSCO	1004190	FT, Zn 4-5	4,643	$0.34681	61	98,225	
TRANSCO	1004190	FT, Zn 4-5	30,754	$0.34681	61	650,613	
			35,397			748,838	748,838
TRANSCO	1004996	FT, Zn 1-5	739	$0.84252	90	56,035	
TRANSCO	1004996	FT, Zn 2-5	1,087	$0.81316	90	79,533	
TRANSCO	1004996	FT, Zn 3-5	2,521	$0.75750	90	171,887	
			4,347			307,455	307,455
COVE POINT		FTS	25,000	$0.43880	12	131,640	131,640
CARDINAL	Expansion	Zone 2	50,000	$0.11429	365	2,085,793	
CARDINAL	1031995	Zone 2	103,500	$0.11429	365	4,317,590	
CARDINAL	1031994	Zone 1B	72,450	$0.05303	365	1,402,339	7,805,722
COLUMBIA	49526	SST	35,335	$6.02000	6	1,276,300	
COLUMBIA	49528	SST	17,667	$6.02000	6	638,132	1,914,432
EAST TN PATRIOT	410097	FT-A	30,000	$7.45200	12	2,682,720	2,682,720
EAST TN PATRIOT	410333	FT-A	20,000	$9.67400	12	2,321,760	2,321,760
TEXAS EASTERN TRANSMISSION							
Compressor lease agreement				$46,944	12	563,328	563,328
PIEDMONT Faith redelivery				$760	12	9,120	9,120

SUB-TOTAL DEMAND CHARGES $76,601,269

Exhibit F

Budgeted Transmission Pipeline Integrity Projects	Total	Betterment	Betterment %
T-21 Replacement Phase I (Davis Dr to Morrisville/Carpenter Rd)	$3,860,000	$308,800	
T-21 Replacement Phase II (Morrisville/Carpenter Rd to Evans Rd)	4,600,000	368,000	
T-21 Replacement Phase III (Evans Rd to Reedy Creek Rd)	3,720,000	297,600	
T-21 Replacement (Launcher/Receiver Davis Drive)	850,000		
M-217 Replacement	15,400,000	8,778,000	
T-18B Extension	15,900,000		
T-1A Replacement (Weston Rd Regulator Station to Stockwood Rd)	11,500,000	3,335,000	
T-4 Replacement	6,800,000	1,972,000	
T-11/T-11B Retrofits Phase II	1,000,000		
T-4 Retrofits Phase I	2,750,000		
T-4 Retrofits Phase II	2,750,000		
T-33 Derate (New T-Line Installation)	18,000,000		
T-12B Retrofits [20"]	750,000		
T-68 Retrofits [12"]	600,000		
T-16 Replacement (Replace exposed pipe) [6"]	500,000		
T-33 - T-39 (Launcher/Receiver)	500,000		
Unspecified Projects - Pipeline Integrity	11,000,000	2,200,000	
Pipeline Integrity - FFS	13,000,000		
Total	**$113,480,000**	**$17,259,400**	**15.20%**

Budgeted Distribution Pipeline Integrity Projects	Total	Betterment	Betterment %
Hillsborough City Gate	$900,000	$90,000	
Gastonia Take-Off Regulator Station	350,000		
Wilkins Rd RS Replacement (Remove NC-56 Bridge Attachment)	400,000		
Risk Software	120,000		
Misc (Split Services, Bridge Attachments, Casing Replacement, Etc.)	10,000,000	1,000,000	
Total	**$11,770,000**	**$1,090,000**	**9.30%**

Exhibit G

Summary Timeline for Integrity Management Tracker

Activity	Effective Date
Integrity Management Adjustment periods	January 1 - June 30 / July 1 - December 31
PSNC annual report filed	January 31
PSNC IMRR computation filed	January 31 / July 31
PSNC files Integrity Management Deferred Account True-up Adj.	February 15
PSNC proposed Integrity Management Adjustment rates filed	February 15 / August 15
Effective date of new Integrity Management Adjustment rates	March 1 / September 1
Public Staff report/testimony and intervenor testimony filed	May 15
PSNC responsive testimony filed	June 1
Hearing (as needed)	2nd or 3rd week of June
Commission order issued	August 15
Effective date of adjustments based on Commission order	September 1

CUSTOMER USAGE TRACKER - RIDER C

I. Definitions

(a) "Customer Usage Deferred Account" shall mean a deferred account established under this Rider C subject to the Customer Usage Deferred Account Adjustment for such account.

(b) "Customer Usage Deferred Account Adjustment" shall mean a monthly adjustment to the applicable Customer Usage Deferred Account as calculated under this Rider C.

(c) "Customer Usage Adjustment" shall mean a per-Therm amount calculated under this Rider C, as a decrement or increment, to refund or recover the balance in the applicable Customer Usage Deferred Account.

(d) "Relevant Rate Order" shall mean the final Order of the Commission in PSNC's most recent rate case fixing PSNC's rates or the most recent final order of the Commission specifically prescribing the factors and procedures to be used in the application of this Rider C.

II. Applicable Rate Schedules

The base rates for Service under PSNC's Rate Schedule Nos. 101, 102, 125, ~~and~~ 127, and 140 shall be subject to a Customer Usage Adjustment in accordance with this Rider C.

III. Computation of Customer Usage Deferred Account Adjustment

The Customer Usage Deferred Account Adjustment for each of the applicable rate classes shall be computed monthly to the nearest dollar using the following formulas:

Base Load Therms_i = Actual Customers_i x Base Load_i

Heat Sensitive Therms_i = Actual Customers_i x Heat Sensitivity Factor_i x Normal Degree Days

Normalized Therms_i = Base Load Therms_i + Heat Sensitive Therms_i

Normalized Margin_i = Normalized Therms_i x R Factor_i

Actual Margin_i = Actual Therms_i x R Factor_i

Customer Usage Deferred Account Adjustment_i = Normalized Margin_i – Actual Margin_i

Where:

i =	any particular rate class
Actual Customers_i =	actual customers billed for the billing cycle month for the i^{th} rate class
Actual Therms_i =	actual Therms used for the billing cycle month for the i^{th} rate class
R Factor_i =	base rate (approved rate less fixed and commodity cost of Gas) for the i^{th} rate class used by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues
Heat Sensitivity Factor_i =	heat sensitivity factor for the i^{th} rate class used by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues
Normal Degree Days =	average normal heating degree days used by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues
Base Load_i =	base load sales for the i^{th} rate class used by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues

IV. Monthly Reports

PSNC will file with the Commission monthly reports that include: (a) computation of each Customer Usage Deferred Account Adjustment; (b) a schedule showing the effective date of each Customer Usage Deferred Account Adjustment; and (c) a schedule showing the factors of values derived from the Relevant Rate Order used in calculating each Customer Usage Deferred Account Adjustment. Such reports will be filed within 45 ~~dates~~ days after the end of the applicable month.

V. Computation of Customer Usage Adjustment

Effective for the first day of the April billing cycle month and the first day of the October billing cycle month, the Customer Usage Adjustment for each of the applicable Rate Schedules shall be calculated to the nearest one-thousandth of a cent per Therm using the following formula:

Customer Usage Adjustment$_i$ = Customer Usage Deferred Account Balance$_i$ / Annual Therms$_i$

Where:

i =	any particular rate class
Customer Usage Deferred Account Balance$_i$ =	balance of Customer Usage Deferred Account as of the end of January or July, as applicable
Annual Therms$_i$ =	normalized volumes assigned by the Commission in the Relevant Order

VI. Interest

Interest will be applied to the Customer Usage Deferred Account at ~~PSNC's overall rate of return authorized by the Commission in the Relevant Rate Order~~a rate of 6.6% per annum. This rate shall be reviewed annually.

VII. Filing with Commission

PSNC will file a revision to its Tariff for Commission approval upon 14 days' notice to implement a decrement or increment each April and October. The filing will include the computation of each Customer Usage Adjustment.

INTEGRITY MANAGEMENT TRACKER - RIDER E

Under G.S. 62-133.7A the Commission may adopt a rate adjustment mechanism to allow a natural gas local distribution company to recover "the prudently incurred capital investment and associated costs of complying with federal gas pipeline safety requirements." These capital investment and associated costs are required in order to comply with federal laws and regulations, will generate no additional revenue for PSNC, and vary significantly in nature, scope, and scale from prior system reinforcement/maintenance projects and also from PSNC's more usual system expansion projects. The Integrity Management Tracker is authorized to allow PSNC to recover the integrity management plant investment net of excluded costs. At the time of PSNC's next general rate case proceeding, all prudently incurred Integrity Management Plant Investment associated with this Rider E shall be included in base rates and the Excluded Costs shall be eligible for inclusion in recoverable rate base.

I. Definitions

(a) "Excluded Costs" means the portion of capital expenditures related to system enhancement and system strengthening of a capital project that results in more volumes, higher pressure, or larger pipe sizes. These costs are not included in the Integrity Management Plant Investment recovered through this Rider E.

(b) "Integrity Management Adjustment" means a per-Therm amount calculated under this Rider E as an increment and applied to the applicable rate schedules to recover the IMRR biannually for the six-month periods ending June 30th and December 31st.

(c) "Integrity Management Deferred Account" means a deferred account established under this Rider E subject to the Integrity Management Deferred Account Adjustment for such account.

(d) "Integrity Management Deferred Account Adjustment" means a monthly adjustment to the Integrity Management Deferred Account as calculated under this Rider E.

(e) "Integrity Management Deferred Account True-Up Adjustment" means an annual adjustment to recover the balance in the Integrity Management Deferred Account as of January 31st as calculated under this Rider E.

(f) "Integrity Management Month Factor" means the percentage of annualized and normalized Therms as set forth in the Relevant Rate Order by month for the applicable rate schedules.

(g) "Integrity Management Plant Investment" means the gross plant and associated costs incurred by PSNC resulting from prevailing federal standards for pipeline integrity and safety, net of Excluded Costs, and not otherwise included in current base rates.

(h) "Integrity Management Revenue Requirement" or "IMRR" means the total annual revenue requirement for the Integrity Management Plant Investment as calculated under this Rider E.

(i) "Relevant Rate Order" means the final order of the Commission in PSNC's most recent rate case fixing PSNC's rates or the most recent final order of the Commission specifically prescribing the factors and procedures to be used in the application of this Rider E.

(j) "Special Contract" means any contract, including for electric generation, for Service entered into between PSNC and a Customer that provides for rates, terms or conditions that vary from those set forth PSNC's Tariff, Rate Schedules, or Rules and Regulations.

(k) "Vintage year" means the fiscal year during which the Integrity Management Plant Investment is made.

II. Applicable Rate Schedules

The base rates for Service under PSNC's Rate Schedule Nos. 101, 102, 115, 125, 126, 127, 135, 140, 145, 150, 160, 165, 175, and 180 shall be subject to an Integrity Management Adjustment in accordance with this Rider E.

III. Computation of Integrity Management Revenue Requirement

(a) PSNC shall file by January 31st and July 31st of each year information showing the computation of the IMRR that forms the basis of the biannual Integrity Management Adjustment for the six-month period ending the prior December 31st and June 30th, respectively.

~~(a)~~(b) The total revenue requirement will be calculated for each Vintage Year of Integrity Management Plant Investment, as follows:

Integrity Management Plant Investment	$X,XXX,XXX
Less: Accumulated Depreciation	XXX,XXX
Less: Accumulated Deferred Income Taxes	XXX,XXX
Net Plant Investment	$X,XXX,XXX
Pre-Tax ROR set forth in the Relevant Rate Order	X.XX%
Allowed Pre-Tax Return	$X,XXX,XXX
Plus: Depreciation Expense	XXX,XXX
Total	$X,XXX,XXX

(c) The IMRR for each Vintage Year of Integrity Management Plant Investment is reduced by a Special Contract Credit to compute the Net IMRR. The Net IMRR forms the basis for determining the Integrity Management Adjustment. The Special Contract Credit represents the amount provided by the Special Contracts towards the Integrity Management Plant Investment. Until PSNC's next general rate case, the Special Contract Credits applicable to each twelve-month period beginning January 1 are as follows:

January 1, 2019	$
January 1, 2020	$
January 1, 2021	$
January 1, 2022	$
January 1, 2023	$

(d) The amount of the Special Contract Credit shall be amended one year after the effective date of any new contract or amendment, approved by the Commission after the effective date of this Rider E, where PSNC provides natural gas redelivery service to an electric generation customer at a levelized rate.

(e) For the purposes of determining the Net IMRR on a biannual basis, the Special Contract Credit shall be prorated by month using the Integrity Management Month Factors shown in subsection (f).

(f) Each month PSNC will charge its Integrity Management Deferred Account for the portion of the Net IMRR (the IMRR as reduced by the Special Contract Credit), that corresponds to that month. The monthly IMRR is the product of the annual Net IMRR and the Integrity Management Month Factor. The Integrity Management Month Factor for each month is as follows:

January	XX%
February	XX%
March	XX%
April	XX%
May	XX%
June	XX%
July	XX%
August	XX%
September	XX%
October	XX%
November	XX%
December	XX%

IV. Computation of Biannual Integrity Management Adjustment

(a) PSNC will file for Commission approval by February 15th and August 15th of each year a revision to its Tariff and information showing the computation of the Integrity Management Adjustment for each rate schedule that it proposes to charge during the six-month period beginning the following March 1st and September 1st, respectively.

(b) To compute the Integrity Management Adjustment, the Net IMRR shall first be apportioned to each customer class based on margin apportionment percentages established in the Relevant Rate Order. The customer class apportionment percentages are as follows:

Residential Rate Schedules 101, 102, 115	XX%
Commercial Rate Schedules 125, 126, 127, 135, 140	XX%
Large General - Firm Rate Schedules 145, 175	XX%
Large General - Interruptible Rate Schedules 150, 160, 165, 180	XX%

~~(a)~~(c) The amount of the Net IMRR apportioned to each rate schedule will then be divided by the annual Therms as set forth in the Relevant Rate Order for each rate schedule to determine the Integrity Management Adjustment to the nearest one-thousandth cent per Therm. The annual Therms of throughput used in the computation of the Integrity Management Adjustment for each rate schedule is as follows:

Residential Rate Schedules 101, 102, 115	~~XX~~302,709,608
Commercial Rate Schedules 125, 126, 127, 135, 140	155,025,640~~XX~~
Large General - Firm Rate Schedules 145, 175	202,384,732~~XX~~
Large General - Interruptible Rate Schedules 150, 160, 165, 180	148,466,583~~XX~~

(d) Each month PSNC will credit the Integrity Management Deferred Account for the amount of the Integrity Management Adjustment collected from customers. The amount of the Integrity Management Adjustment collected from Customers will be computed by multiplying the Integrity Management Adjustment for each rate schedule by the corresponding actual Therms of usage billed Customers for the month.

V. Computation of Integrity Management Deferred Account True-Up Adjustment

(a) PSNC will file with the Commission by February 15th to recover through an Integrity Management Deferred Account True-Up Adjustment the balance in the Integrity Management Deferred Account as of the prior January 31st.

(b) The Integrity Management Deferred Account True-Up Adjustment will be computed by multiplying the balance of the Integrity Management Deferred Account, as of January 31st, by the customer class apportionment percentages determined in Section IV above. The Integrity Management Deferred Account balance apportioned to each customer class shall then be divided by the annual Therms of throughput for each of the applicable rate schedules shown in Section IV above to determine the Integrity Management Deferred Account True-Up Adjustment applicable to each rate schedule for the following twelve-month period beginning March 1st. The Integrity Management Deferred Account True-Up Adjustment will be computed to the nearest one-thousandth cent per Therm.

(c) PSNC may, at its discretion, file for further Integrity Management Deferred Account True-Up Adjustments throughout the year, upon 14 days' notice to the Commission

VI. Interest

Interest will be applied to the Integrity Management Deferred Account at a rate of 6.6% per annum. This rate shall be reviewed annually.

VII. Integrity Management Deferred Account

PSNC shall maintain an Integrity Management Deferred Account for the purpose of recording the monthly (a) Net IMRR, (b) Integrity Management Adjustment, (c) Integrity Management Deferred Account True-Up Adjustment, and (d) interest on the Integrity Management Deferred Account.

VIII. Monthly Filing with Commission

PSNC shall file monthly (a) a report providing in detail the current month's Integrity Management Plant Investment, including supporting documentation for the amount incurred by project, (b) the cumulative Integrity Management Plant Investment subject to this Rider E, and (c) a report of the activity recorded for the month in the Integrity Management Deferred Account. Such reports will be filed within 45 days after the end of the month for which the report is being filed.

IX. Annual Integrity Management Plant Investment Forecast

PSNC shall file by January 31st its projected three-year plan of Integrity Management Plant Investment, which will encompass Integrity Management Plant Investment planned for its next three fiscal years.

X. Review and Approval of Annual Report and Rates

(a) PSNC shall file an annual report summarizing the Integrity Management Plant Investment for the prior 12-month period ending December 31st and the data substantiating and supporting its IMRR calculation for the next biannual Integrity Management Adjustment by January 31st.

(b) Upon PSNC's annual report filing, the Public Staff and any other intervenors of record shall have until the following May 15th to review such filing and to prepare and file with the Commission a report of such review to include supporting testimony if disallowances or adjustments are proposed in such report. PSNC shall have until June 1st to respond to any report or testimony filed by the Public Staff or other intervenors and, to the extent necessary to resolve disputes regarding PSNC's annual report, such disputes shall be promptly scheduled for hearing by the Commission with the goal of resolving such disputes by Commission order issued by August 15th with corresponding rate adjustments made on a prospective basis on September 1st.

XI. Commission Review

The terms and conditions of this Rider E shall be reviewed, and prospective modifications considered by the Commission: (1) in PSNC's next general rate case; or (2) at the end of four years from the effective date of this Rider E, whichever first occurs. Furthermore, any interested party may petition the Commission to modify or terminate Rider E on the grounds that, as approved, it is no longer in the public interest.

TRANSPORTATION POOLING AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of ___________________, by and between PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED, a South Carolina corporation, doing business as, and hereinafter called, "PSNC Energy," with its main office at 800 Gaston Road, Gastonia, North Carolina 28056, and _______________________________________(hereinafter "Pooler"), a _________________ corporation, with its main office at ___________________________________.

WHEREAS, PSNC Energy is willing to permit its Customers or their agents, which obtain transportation~~, whether firm, released, or interruptible, or any other form of transportation, on an interstate~~ on a Pipeline~~,~~ to deliver Gas into PSNC Energy's system for the purpose of enabling PSNC Energy's Customers to satisfy all of their Gas requirements through the use of transportation Services provided by PSNC Energy; and

WHEREAS, Pooling will permit PSNC Energy's Customers or their agents to accumulate various privileges accorded individual transportation Customers for the benefit of a group of transportation Customers; and

WHEREAS, Pooling will benefit all of PSNC Energy's transportation Customers.

NOW, THEREFORE, for and in consideration of mutual covenants and promises contained herein, PSNC Energy agrees to permit Pooling, and Pooler agrees to pool Gas supplies hereunder, in accordance with the following terms and conditions:

ARTICLE I
Definitions

For the purposes of this Agreement, the following definitions shall apply:

1. "Customer~~(s)~~" means any recipient of transportation Service provided by PSNC Energy that procures its supply of Gas from a Pooler's Pool.

2. "Gas" means undiluted natural gas, or a substitute for natural gas, or any mixture of natural gas and a substitute for natural gas, as delivered by PSNC Energy.

3. "Gas Day" means a period of twenty-four (24) consecutive hours as defined by NAESB.

4. "NAESB" means the North American Energy Standards Board, or its successor.

5. "Operational Order" means an order issued by PSNC Energy when, in its sole discretion, PSNC Energy anticipates that an imbalance between Gas quantities delivered by Pooler into a Pool and deliveries to Customers out of the Pool during a Gas Day may threaten the integrity of PSNC Energy's system or operations or may impair service to firm customers.

~~3~~6. "Pipeline" means any interstate pipeline, including Transco, which establishes a physical interconnection with PSNC Energy's pipeline system.

~~4~~7. "Pool" shall mean an aggregation of Gas quantities for one or more PSNC Energy transportation Customers which Pooler establishes under this Agreement.

~~5~~8. "Pooling" is a service provided by PSNC Energy whereby a broker, marketer, producer, or any consumer of Gas qualifying for transportation Service under PSNC Energy's tariffs, which obtains transportation ~~(firm, released, interruptible, or any other form),~~ on a Pipeline and aggregates Gas supplies needed to satisfy the full requirements of one or more transportation Customers of PSNC Energy, and such Customer or Customers have assigned its rights to Pooler as agent, or such Customer is acting on its own behalf, for the purpose of delivering Gas to PSNC Energy.

~~6~~9. "Transco" means Transcontinental Gas Pipe Line Company, LLC, or its successor~~Corporation~~.

Any capitalized terms used herein, which are not defined herein, shall have the meanings set forth in PSNC Energy's Rules and Regulations.

ARTICLE II
Applicability

All persons and entities that obtain transportation~~, whether firm, released, interruptible, or any other form of transportation,~~ on a Pipeline for the purpose of delivering Gas to an interconnection between Pipeline and PSNC Energy shall be required to execute a Transportation Pooling Agreement. Unless PSNC Energy agrees otherwise, only a single pooler may sell Gas to a Customer Account in one calendar month.

ARTICLE III
Term

This Agreement shall commence on the first day of ____________, 20____, and shall continue thereafter for twelve (12) calendar months; provided, however, that the term shall be extended from year to year thereafter, subject to cancellation by either party upon expiration of the primary term or any subsequent one (1) year period upon at least thirty (30) days written notice given prior to expiration of the primary term or prior to the expiration of any one year period occurring thereafter. Notwithstanding the foregoing, PSNC Energy may cancel or discontinue service under this Agreement as provided in Articles VIII, IX, and X below.

ARTICLE IV
Transportation Nomination Procedures

For each month that this Agreement is in effect, Pooler must submit its nomination for each month's transportation to PSNC Energy using PSNC Energy's electronic bulletin board or such other means authorized by PSNC Energy no later than the NAESB deadline for the timely nomination cycle on the fourth business day prior to the beginning of each month.~~in writing or by facsimile on or before the deadline date indicated on the "Transportation Nomination Schedule" as published periodically by PSNC Energy. Such nominations shall include the following information:~~

~~1. Pooler's legal name, Pipeline contract number, and Pipeline transportation activity number;~~

~~2. daily quantity (Daily MMBTU) to be delivered to PSNC Energy;~~

~~3. list including the names of all PSNC Energy Customers to be served by Pooler and the corresponding PSNC Energy Customer Account numbers; and~~

~~4. effective date of transportation Service.~~

~~Intra-month revisions to Gas quantities being delivered~~ Changes to nominations within the month must be submitted to PSNC Energy using PSNC Energy's electronic bulletin board or such other means authorized~~must be received~~ by PSNC Energy ~~in writing or by facsimile no later than 5 p.m. Eastern Time two days~~ no later than the NAESB deadline for the timely nomination cycle on the day prior to the day of Gas flow. Nominations should reflect anticipated demand of the Customers to be served by Pooler. PSNC Energy will have no obligation to accommodate intraday nomination changes.

ARTICLE V
Pooling Procedures

For each month that this Agreement is in effect, PSNC Energy will allow Pooler to create a Pool in which Pooler shall aggregate all Gas quantities delivered to PSNC Energy by Pooler for delivery to PSNC Energy's Customer~~(s)~~ or Pooler pursuant to Article IV above. Pooler agrees to make deliveries into its Pool at daily rates that are reasonably even and constant. Pooler may increase or decrease daily Gas deliveries to PSNC Energy provided that any such change does not impair PSNC Energy's operating ability, as determined by PSNC Energy, in its sole discretion.

Notwithstanding the foregoing, PSNC Energy may from time to time issue an Operational Order notifying Pooler to comply with any restrictions specified by PSNC Energy in the Operational Order. PSNC Energy will provide Pooler at least four (4) hours' advance notice of the effective time of any restrictions in an Operational Order. Pooler shall provide PSNC Energy with the names, titles, telephone numbers, and email addresses of at least two representatives authorized by Pooler to receive such notices and shall promptly notify PSNC Energy of any changes to such information.

When an Operational Order specifies that a Pooler take appropriate actions for any Gas Day to prevent deliveries to Customers out of its Pool from exceeding quantities delivered by Pooler into the Pool ("Under-Delivery"), upon Pooler's failure to comply with the Operational Order, Pooler shall pay PSNC Energy for each Dekatherm that Pooler's Under-Delivery is greater than five percent (5%) of Pooler's approved nomination a penalty equal to the higher of (i)

$50 per Dekatherm or (ii) three times the "Transco, zone 5 del." Midpoint price published in Platts Gas Daily, "Daily price survey" for the flow date on which the Under-Delivery occurred. For days of consumption when Gas Daily is not published, the daily price published by Gas Daily on the nearest subsequent day shall be used.

When an Operational Order specifies that a Pooler take appropriate actions for any Gas Day to prevent Gas quantities delivered by Pooler into its Pool from exceeding deliveries to Customers out of the Pool ("Over-Delivery"), upon Pooler's failure to comply with the Operational Order, Pooler shall pay PSNC Energy for each Dekatherm that Pooler's Over-Delivery is greater than five percent (5%) of Pooler's approved nomination a penalty equal to the higher of (i) $50 per Dekatherm or (ii) three times the "Transco, zone 5 del." Midpoint price published in Platts Gas Daily, "Daily price survey" for the flow date on which the Over-Delivery occurred. For days of consumption when Gas Daily is not published, the daily price published by Gas Daily on the nearest subsequent day shall be used.

ARTICLE VI
Gas Measurement

The quantity and heating value of the Gas delivered by Pooler to PSNC Energy shall be determined by the transporting Pipeline(s) in the manner provided in its (their) tariff(s).

ARTICLE VII
Full Requirements Service

For each month that this Agreement is in effect, Pooler agrees to satisfy the full requirements for Gas for each PSNC Energy Customer Account on Pooler's designated list provided pursuant to Article IV for each such month. Pooler's ability to satisfy all such requirements for Gas in any month shall be determined by subtracting the Customers' actual consumption for the listed Customer Accounts in that month from the total actual deliveries received in that month on the Pooler's account. Any imbalance resulting from an adjustment to actual consumption or deliveries due to meter inaccuracy, billing error, or otherwise, after the month in which such Gas requirements were determined, shall be cashed out under the procedure provided in Article VIII with all adjusted quantities cashed out under either paragraph 1 for shortage quantities or paragraph 1 for excess quantities, as applicable.

ARTICLE VIII
Pool Balancing Procedures

In the event that Pooler's Pool has insufficient Gas available to satisfy the actual needs of the Customer Account(s) to be served from the Pool in any month, the cashout procedure shall be as follows:

1. If such shortage is less than or equal to ~~five percent (5%)~~two percent (2%) of the Customers' actual usage, for each Dekatherm of such shortage, PSNC Energy shall sell to Pooler Gas required to cover such shortage quantities at a rate equal to the first of the month price for the month in which such shortage occurred for Transco Station 65 as published in Natural Gas Week, plus ~~the one hundred percent (100%) load factor rate under Transco's currently effective Rate Schedule FT for deliveries from Transco's Zone 3 to Zone 5, plus applicable fuel retention and all applicable surcharges, for each Dekatherm of such shortage~~(a) for the months of November through March, the one hundred percent (100%) load factor rate under Transco's currently effective Rate Schedule FT for deliveries from Transco's Zone 3 to Zone 5, plus applicable fuel retention and all applicable surcharges, or (b) for the months of April through October, the commodity rate under Transco's currently effective Rate Schedule FT for deliveries from Transco's Zone 3 to Zone 5, including applicable fuel retention and surcharges, plus $.05.

~~2. If such shortage is greater than five percent (5%) but less than or equal to ten percent (10%) of the Customers' actual usage, PSNC Energy shall sell to Pooler Gas required to cover such shortage quantities at a rate equal to the higher of the first of the month price or the highest weekly price for any subsequent week for the month in which such shortage occurred for Transco Station 65 as published in Natural Gas Week, multiplied by a factor of one hundred and fifteen percent (115%), plus the one hundred percent (100%) load factor rate under Transco's currently effective Rate Schedule FT for deliveries from Transco's Zone 3 to Zone 5, plus applicable fuel retention and all applicable surcharges, for each Dekatherm of such shortage.~~

~~3~~2. If such shortage is greater than ~~ten percent (10%)~~two percent (2%) of the Customers' actual usage, for each Dekatherm of such shortage, PSNC Energy shall sell to Pooler Gas required to cover such shortage quantities at a rate equal to the higher of the first of the month price or the highest weekly price for any subsequent week for the month in which such shortage occurred for Transco Station 65 as published in Natural Gas Week, multiplied by ~~a factor of one hundred and twenty-five percent (125%)~~the premium percentage shown below corresponding to the percentage of the shortage, plus the one hundred percent (100%) load factor rate under

Transco's currently effective Rate Schedule FT for deliveries from Transco's Zone 3 to Zone 5, plus applicable fuel retention and all applicable surcharges, for each Dekatherm of such shortage.

Shortage Percentage	Premium Percentage
Over 2% & equal to or less than 5%	110%
Over 5% & equal to or less than 10%	120%
Over 10% & equal to or less than 15%	130%
Over 15%	150%

In the event that Pooler's Pool has Gas in excess of the actual needs of the Customer Account(s) in any month, the cashout procedure shall be as follows:

1. If such excess is less than or equal to ~~five percent (5%)~~two percent (2%) of the Customers' actual usage, for each Dekatherm of such overage, PSNC Energy shall purchase from Pooler such excess quantities of Gas at a rate equal to the first of the month price for the month in which the excess accumulated for Transco Station 65 as published in Natural Gas Week, plus (a) for the months of November through March, the one hundred percent (100%) load factor rate under Transco's currently effective Rate Schedule FT for deliveries from Transco's Zone 3 to Zone 5, plus applicable fuel retention and all applicable surcharges, or (b) for the months of April through October, the commodity rate under Transco's currently effective Rate Schedule FT for deliveries from Transco's Zone 3 to Zone 5, including applicable fuel retention and surcharges, plus $.05.

~~2. If such excess is greater than five percent (5%) but less than or equal to ten percent (10%) of the Customers' actual usage, for each Dekatherm of such overage, PSNC Energy shall purchase from Pooler such excess quantities of Gas at a rate equal to the lower of the first of the month price or lowest weekly price for the month in which the excess accumulated for any subsequent week for Transco Station 65 as published in Natural Gas Week, multiplied by a factor of eighty-five percent (85%) plus (a) for the months of November through March, the one hundred percent (100%) load factor rate under Transco's currently effective Rate Schedule FT for deliveries from Transco's Zone 3 to Zone 5, plus applicable fuel retention and all applicable surcharges, or (b) for the months of April through October, the commodity rate under Transco's currently effective Rate Schedule FT for deliveries from Transco's Zone 3 to Zone 5, including applicable fuel retention and surcharges, plus $.05.~~

~~3~~2. If such excess is greater than ~~ten percent (10%)~~two percent of the Customers' actual usage, for each Dekatherm of such overage, PSNC Energy shall purchase from Pooler such excess quantities of Gas at a rate equal to the lower of the first of the month price or lowest weekly price for any subsequent week for the month in which the excess accumulated for Transco Station 65 as published in Natural Gas Week, multiplied by ~~a factor of seventy-five percent (75%)~~ the discount percentage shown below corresponding to the percentage of the excess, plus (a) for the months of November through March, the one hundred percent (100%) load factor rate under Transco's currently effective Rate Schedule FT for deliveries from Transco's Zone 3 to Zone 5, plus applicable fuel retention and all applicable surcharges, or (b) for the months of April through October, the commodity rate under Transco's currently effective Rate Schedule FT for deliveries from Transco's Zone 3 to Zone 5, including applicable fuel retention and surcharges, plus $.05.

Excess Percentage	Discount Percentage
Over 2% & equal to or less than 5%	90%
Over 5% & equal to or less than 10%	80%
Over 10% & equal to or less than 15%	70%
Over 15%	50%

If, for any month, the imbalance in Pooler's Pool exceeds twenty-five percent (25%), either positive or negative, PSNC Energy shall have the right, in its sole discretion, to cancel this Agreement~~agreement~~ and to suspend the Pooler's right to establish a Pool for delivery to Customers that transport on PSNC Energy's system for twelve (12) months.

ARTICLE IX
Creditworthiness

PSNC Energy shall not commence service to Pooler, and has the right to discontinue service upon five (5) days' written notice to Pooler, if Pooler fails to meet PSNC Energy's creditworthiness criteria. PSNC Energy shall apply consistent evaluative practices to determine the acceptability of Pooler's overall financial condition, working capital, and profitability trends. Acceptable creditworthiness is demonstrated by meeting the following criteria:

1. At PSNC Energy's request, Pooler shall provide current financial statements, annual reports, 10-K reports or

other filings with regulatory agencies which discuss the Pooler's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available.

2. At PSNC Energy's request, Pooler shall provide a bank reference and at least two trade references. Pooler authorizes PSNC Energy to obtain a current credit report on Pooler to determine whether to extend credit and releases generally all creditors to disclose otherwise confidential information. The results of reference checks and any credit reports submitted must show that Pooler's obligations are being paid on a prompt basis.

3. At PSNC Energy's request, Pooler shall provide a guarantee by a person or another entity acceptable to PSNC Energy that satisfies the credit appraisal, or a standby irrevocable letter of credit drawn upon a bank acceptable to PSNC Energy.

4. Pooler must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws such as an assignment for the benefit of creditors, or any informal creditors' committee agreement.

5. Pooler shall not be subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts or before other governmental or regulatory bodies having jurisdiction, which could cause a substantial deterioration in its financial condition, a condition of insolvency, or an impairment of Pooler's ability to exist as an ongoing business entity.

6. Pooler shall have no significant collection lawsuits or judgments outstanding that might affect Pooler's ability to remain solvent.

7. If any of the events or actions described in paragraphs 4, 5, and 6 above shall be initiated or imposed during the terms of service under this Agreement, Pooler shall provide notification thereof to PSNC Energy within two (2) working days of any such initiated or imposed event or action.

8. If Pooler has an ongoing business relationship with PSNC Energy, no delinquent balances shall be consistently outstanding for undisputed billings made previously by PSNC Energy, and Pooler must have paid its account in the past according to the established terms and not made deductions or withheld payment for claims other than for disputed billings.

ARTICLE X
Billing and Payment

No later than three (3) business days following PSNC Energy's end-of-the-month meter reading date for the month of delivery, PSNC Energy will provide Pooler with a statement detailing the total quantities delivered by Pooler into its Pool for the preceding month as well as the total metered consumption in Dekatherms~~MMBTU~~ for each individual PSNC Energy Customer Account served by Pooler. Pooler is responsible for billing each of PSNC Energy's Customer(s) served from Pooler's Pool for all Gas consumed by such Customer~~(s)~~ determined pursuant to Article VII above with the exception of unauthorized quantities or other penalties assessed directly to a Customer by PSNC Energy. PSNC Energy shall continue to bill its applicable transportation and Facilities Charges directly to the Customer.

If the total quantities present in Pooler's Pool fail to cover the total accumulated usage for PSNC Energy's Customer(s) served by Pooler's Pool in any month, PSNC Energy shall bill Pooler for any shortage quantities pursuant to the procedures described in Article VIII above. Such statement shall be furnished to Pooler by PSNC Energy no later than the fifth (5th) business day following PSNC Energy's end-of-the-month meter reading date for the month of delivery and is due and payable within ten (10) days after the statement date. A bill shall be deemed delinquent when it remains unpaid after the due date set forth on the bill. If Pooler fails to remit the full amount when due, interest on the unpaid portion shall accrue at a rate of one percent (1%) per month. If a Pooler withholds any portion of any amount billed by PSNC Energy as a disputed amount and any portion or all of the amount so withheld is determined to have been properly billed, then interest (as set forth above) shall accrue on the withheld amount that was properly billed from the ~~data~~ date due until the date that PSNC Energy receives it. PSNC Energy may terminate this Agreement when any bill becomes delinquent.

If the total quantities present in Pooler's Pool exceed the total accumulated usage for the Customer(s) served from Pooler's Pool in any month, PSNC Energy shall purchase such Gas pursuant to the procedures described in Article VIII above. PSNC Energy shall furnish Pooler with a statement identifying the quantities purchased from Pooler no later than the fifth (5th) business day following PSNC Energy's end-of-the-month meter reading date for the month of delivery and shall pay Pooler no later than ten (10) days after the statement date.

ARTICLE XI
Force Majeure

The term "Force Majeure," as used herein, and as applied to PSNC Energy or Pooler, shall mean acts of law including governmental bodies acting pursuant to law, acts of God, strikes, lockouts or other disturbances, acts of a public enemy, war, blockades, insurrections, riots, epidemics, lightning, fires, floods, washouts, arrests, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, freezing of wells or pipelines, or any other cause, whether of the kind enumerated or otherwise, not reasonably within the control of the affected party. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party affected.

Such causes or contingencies affecting the performance of this Agreement by PSNC Energy or the Pooler shall not relieve the affected party of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by facsimile to the other party as soon as reasonably practical after the occurrence of the cause relied upon, nor shall such causes or contingencies affecting this Agreement by either party relieve it of liability in the event of its concurring negligence, nor shall such causes or contingencies affecting the performance of this Agreement relieve either party from its obligations to make payments of amounts due under the Agreement for Gas already allocated to the Customers served by Pooler.

ARTICLE XII
Miscellaneous

1. No modification of the terms and provisions of this Agreement shall be or become effective except by the execution of a written agreement or by modification of PSNC Energy's Tariff.

2. No waiver by any party of any one or more defaults by any other party in the performance of any provisions of this Agreement shall operate or be construed as a waiver or any other default or defaults, whether of a like or of a different character.

3. Any company, which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of PSNC Energy or of Pooler, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Without relieving itself of its obligations under this Agreement, any party may assign any of its rights hereunder to a company with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other party, provided that such consent will not be unreasonably withheld.

4. Except as otherwise provided, any notice, request, demand, statement, or bill provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when delivered to the United States Postal Service to be sent by registered or certified mail to the Post Office address of the parties hereto, as the case may be, or at such address as either party shall designate by formal written notice, as follows:

   Notices to PSNC Energy:

   PSNC Energy
   Attention: Transportation & Administration
   P O Box 1398
   Gastonia, North Carolina 28053-1398
   Telephone: (704) 834-6338
   Facsimile: (704) 834-6555

   Payments to PSNC Energy:

   PSNC Treasurer's Account~~Energy~~
   Wells Fargo Bank NA~~Wachovia, Charlotte, North Carolina~~
   Minneapolis, MN 55702
   ABA No: 121000240~~530-0021-9~~
   Account. No: 20706-59001624

   Notices to Pooler: (Enter Applicable Information)

   ____
   Pooler Name

   ____
   Address

   ____
   City / State/ Zip Code

   Payments to Pooler: (Enter Applicable Information)

   ____
   Pooler Name

   ____
   Pooler Bank Name

   ____
   ABA Number

Telephone Number ______________ Account Number ______________

Fax Number ______________

6. The subject headings of the articles of this Agreement are inserted for the purpose of convenient reference and are not intended to be a part of the Agreement nor considered in any interpretation of the same.

7. The construction, interpretation, and performance of this Agreement shall be in accordance with the laws of the State of North Carolina, excluding any conflicts-of-law rule or principle which might refer the construction, interpretation, or performance of this Agreement to the law of another jurisdiction.

8. In the event of a conflict between the provisions of this Agreement and PSNC Energy's Tariff, PSNC Energy's Tariff shall control.

9. This Agreement supersedes all preexisting agreements for Pooling between PSNC Energy and Pooler.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as indicated below~~signed and witnessed, or their respective corporate seals to be hereto affixed and attested, the day and year first above written~~.

~~ATTEST:~~ PSNC Energy	~~ATTEST:~~ POOLER
By: ______________ (Signature)	By: ______________ (Signature)
Name: ______________ (Type or Print)	Name: ______________ (Type or Print)
Title: ______________	Title: ______________
~~By:~~ ______________ ~~(Signature)~~	~~By:~~ ______________ ~~(Signature)~~
~~Name:~~ ______________ ~~(Type or Print)~~	~~Name:~~ ______________ ~~(Type or Print)~~
~~Title:~~ ______________	~~Title:~~ ______________