

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

SEVENTH REVISED SHEET NO. 2  
CANCELLING SIXTH REVISED SHEET NO. 2

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 FOR GAS SERVICE  
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(continued)

<u>Town</u>	<u>Service</u>	<u>Phase</u>	<u>Voltage</u>	<u>Pricing Zones</u>
Hayesville	E	3	13.2	S
Hayfield*	E	3	12.5	N
Hazleton	E,G	3	12.5/NNG	N/NE
Hedrick	E,R	3	13.2	S
Hepburn	G		NGPL	N
Herndon*	E	3	12.5	N
Hiawatha	E	3	4.16/12.5	N
High Amana*	G		NGPL	N
Highland Center*	E	1	7.6	S
Hills	E	3	12.5	N
Hillsboro	E	3	12.5	SE
Holy Cross	E	3	12.5	NE
Holland	E,G	3	12.5/NNG	N
Homestead*	G		NGPL	N
Houghton	E	3	12.5	SE
Hubbard	E,G	3	4.16/NNG	N
Humeston	E	3	13.2	S
Hutchins*	E	2	12.5	N
Huxley	E,G	3	12.5/NNG	N
Ionia	E	3	13.8	NE
Iowa Center*	E	1	7.2	N
Iowa Falls	E,G	3	4.16/12.5/NNG	N
Ira*	E	2	12.5	N
Irving*	E	1	7.2	N
Jamaica	E	3	12.5	N
Jefferson	E,G	3	4.16/12.5/NNG	N
Jerome*	E	1	7.6	S
Jewell	E,G	3	4.16/12.5/NNG	N
Joice	E	3	24	NE
Jordan*	E	3	12.5/NNG	N
Kalona	E,G	3	12.5/NGPL	N
Kamrar	E	3	12.5	N
Kanawha	E,G	3	4.16/NNG	N

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CANCELLING ORIGINAL SHEET NO. 23**INDEX OF COMMUNITIES**  
(continued)

<u>Town</u>	<u>Service</u>	<u>Phase</u>	<u>Voltage</u>	<u>Pricing Zones</u>
Ledyard	E,G	3	4.16/NNG	NE/MC
Le Grand	E,G	3	4.16/12.5/NNG	N
Leland	E	3	12.5	NE
Leon	E,R,G	3	13.2/ANR	S
Le Roy	E	3	13.2	S
Lester	E	3	12.5	NE
Letts	E,G	3	13.2/NGPL	S
Libertyville	E,G	3	12.5/ANR	N
Lime Springs	E	3	13.8	NE
Linby*	E	1	7.6	S
Lincoln	E	3	12.5	N
Linden	E	3	12.5	N
Linn Grove	E,G	3	12.5/NNG	N
Lisbon	E,G	3	12.5/NNG	N
Liscomb	E,G	3	12.5/NNG	N
Littleport	E	3	13.8	NE
Little Rock	E,R,G	3	12.5/NNG	N
Lockridge	E,G	3	12.5/ANR	N
Lone Rock	E,R	3	12.5	N
Lone Tree	E,G	3	12.5/NGPL	N
Lorimor	E	3	13.2	S
Lost Nation	E	3	12.5	N
Lowden	E,G	3	4.16/12.5/NNG	N
Low Moor	E,G	3	12.5/NGPL	NE/CL
Luana	E	3	12.5	NE
Lucas	E	3	13.2	S
Luther	E	3	2.4	N
Luxemburg	E	3	12.5	NE
Luzerne	E	3	12.5	N
Lyman*	E	3	14.4	N
Lynnville	E,G	3	13.2/NNG	S
Macksburg	E	1	7.6	S
Madrid	E	3	4.16	N
Malcom	E,R,G	3	13.2	S
Mallard	E	3	7.2	N

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**INDEX OF COMMUNITIES**  
 (continued)

<u>Town</u>	<u>Service</u>	<u>Phase</u>	<u>Voltage</u>	<u>Pricing Zones</u>
Miles	E	3	12.5	N
Miller*	E	2	12.5	N
Millersburg	E	3	12.5	N
Millerton	E	2	13.2	S
Milton	E	3	12.5	N
Mitchell	E	3	13.8	NE
Moneta*	E	3	7.2	N
Monmouth	E	3	4.16	N
Monona	E	3	12.5	NE
Montgomery*	E	3	13.8	N
Monticello	E	3	4.16/12.5	N
Montour	E,G	3	12.5/NNG	N
Montrose	E	3	12.5	SE
Mooar*	E	3	12.5	SE
Moravia	E,G	3	13.2/ANR	S
Morley	E,G	2	12.5/NNG	N
Morning Sun	E	3	13.2	S
Morrison	E	3	7.2/12.5	N
Moscow*	E	2	12.5	N
Moulton	E	3	13.2	S
Mount Auburn	E,G	3	12.5/NNG	N
Mount Ayr	E,R,G	3	13.2/ANR	S
Mount Hamill*	E	2	12.5	SE
Mount Pleasant	G		ANR	S
Mount Sterling	E	3	12.5	N
Mount Union	E,R	3	13.2/ANR	S
Mount Vernon	E,R,G	3	2.4/12.5/NNG	N
Mount Zion*	E	3	12.5	N
Murray	E	3	13.2	S
Muscatine	G		NGPL	N
Mystic	E	3	13.2	S
Nevada	E,G	3	4.16/12.5/NNG	N
New Albin	E	3	4.16/13.8	NE
New Boston*	E	1	7.2	SE

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CANCELLING SIXTH REVISED SHEET NO. 40

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**ALL PRICING ZONES  
RESIDENTIAL GAS SERVICE**

RATE CODES 030, 070, 080, 300 & 500

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**Applies to:** A single family dwelling where service is supplied to the customer's premises through one meter at one point of delivery, and where such premises are adjacent to an existing gas main of adequate capacity. Resale of gas is not permitted, and all other terms and conditions shall apply.

**Available in:** All Pricing Zone communities supplied by the Company from the three pipeline systems of Northern Natural Gas Company, Natural Gas Pipeline Company of America, and ANR Pipeline Company.

**Character of Service:** The availability of natural gas at approximately 1,000 Btu per cubic foot delivered at atmospheric pressure plus one-fourth pound per square inch.

**Rate:**

- I. Customer Charge: \$0.42735 per day I
- II. All therms (Thm) used,  
Non-gas Cost: \$0.16445/Thm T, R

**Minimum Bill:** The Customer Charge for any billing period: \$0.42735 per day per meter. T, I

**Purchased Gas Adjustment:** See Rider PGA.

**Tax Adjustment Clause:** See Rider TAX.

**Tax Benefit Rider:** See Rider TBR. N

**Energy Efficiency Cost Recovery:** See Rider ECR.

**Prompt Payment Provision:** After 20 days, add 1 1/2% on the past-due amount.

**Monthly Rate:** Daily rate times 30.42 days

- I. Customer Charge: \$13.00 I
- II. All therms (Thm) used,  
Non-gas Cost: \$0.16445/Thm R

**Billing Rate Codes:** Northern, 030 (N & S), 500 (MC); Natural, 070 (N & S), 300 (CL);  
ANR, 080 (N & S)

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**ALL PRICING ZONES  
GENERAL GAS SERVICE**  
RATE CODES 100, 110, 120, 130, 140, 150, 180, 240, 270, & 290

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**Applies to:** General Service Customers who take natural gas on a firm or interruptible basis where service is supplied to the Customer's premises through one meter at one point of delivery, and where such premises are adjacent to an existing gas main of adequate capacity. Interruptible service is limited to Customers whose maximum daily requirements exceed 20 Dekatherms (Dth) for a six (6) month period during any twelve (12) consecutive months or to Customers served under the current Interruptible Schedule prior to August 22, 2003. The firm Purchased Gas Adjustments (PGA) shall be applied to a firm service option and the interruptible PGA shall be applied to an interruptible service option. The Customer who chooses an interruptible option can also contract for a block of contract demand on an annual basis (partially firm). Resale of gas is not permitted, and all other terms and conditions shall apply.

D

**Available in:** All Pricing Zone communities supplied by the Company from the three pipeline systems of Northern Natural Gas Company, Natural Gas Pipeline Company of America, and ANR Pipeline Company.

**Character of Service:** The availability of natural gas at approximately 1,000 Btu per cubic foot delivered at atmospheric pressure plus one-fourth pound per square inch.

**Rate:**

- I. Customer Charge: \$0.98619 per day I
- II. All therms (Thm) used, C
  - Non-gas Cost: \$0.16322/Thm T, R
- III. Demand Charge: Gas cost only

**Minimum Bill:** The Customer Charge for any billing period: \$0.98619 per day per meter. T, I

**Prompt Payment Provision:** After 20 days, add 1 1/2% on the past-due amount.

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**ALL PRICING ZONES  
GENERAL GAS SERVICE  
(continued)**

RATE CODES 100, 110, 120, 130, 140, 150, 180, 240, 270, & 290

**Purchased Gas Adjustment:** See Rider PGA.

**Tax Adjustment Clause:** See Rider TAX.

**Tax Benefit Rider:** See Rider TBR.

**Energy Efficiency Cost Recovery:** See Rider ECR.

**Increased Pressure Provision:** Where more than one-fourth pound per square inch above atmospheric pressure is supplied to the Customer, meter readings shall be corrected and the billing shall reflect delivery at the base pressure of atmospheric plus one-fourth pound.

**Temperature Correction:** The Company reserves the right to correct meter readings to reflect the base temperature of 60° F.

**Interruptible Option:** The Customer who chooses an interruptible option shall as directed curtail or discontinue the use of gas upon 2 hours notice by the Company. Failure on the part of Customer to comply with this interruptible condition shall be good and sufficient reason for the Company to shut off the entire gas supply to the Customer, and the Company shall not be liable to the Customer in any way whatsoever as the result of such action; and such failure on the part of the Customer shall be good cause for the immediate termination of interruptible service by the Company. Any Customer who takes gas not contracted for in excess of 1 Dth per day during curtailment shall be subject to a penalty of \$10.00 per Dekatherm per day. Such overrun shall also be deemed firm gas and therefore subject to a demand charge for one year. An interruptible Customer may return to firm supply service subject to the Company's ability to obtain such additional supply and firm pipeline capacity to serve the firm load, and as long as the Customer's return to firm service does not adversely impact existing firm Customers. In addition, Customers will be required to sign a contract for firm service for a one year period.

**Monthly Rate:** Daily rate times 30.42 days

I. Customer Charge: \$30.00

II. All therms (Thm) used,

Non-gas Cost: \$0.16322/Thm

T, I  
C  
R

**Monthly Demand Rate:** Daily rate times 30.42 days  
(Gas Cost Only) See Rider PGA.

**Billing Rate Codes:** Firm: Northern, 100 (N & S), 110 (MC); Natural, 120 (N & S), 130 (CL); ANR, 180 (N & S)

Interruptible: Northern, 140 (MC), 240 (N & S); Natural, 150 (CL), 270 (N & S); ANR, 290 (N & S)

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**ALL PRICING ZONES  
LARGE GENERAL SERVICE - CONTRACT DEMAND**

RATE CODES 320 & 370

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**Availability:** Service will be available at a single point of delivery from Company's high pressure gas distribution system within two miles of Company's high pressure gas main header near its M. L. Kapp generating station. Delivery at other locations, delivery pressure, metering requirements, operating conditions and availability of gas will be subject to the terms of the service agreement. Service will be limited to customers with a daily contract billing quantity of not less than 10,000 Dth per day.

**Contract Daily Demand:** The Customer must contract for the amount of maximum daily requirements to be supplied by Company. A "contract day" will be as established in the tariff of the Company's pipeline supplier. The contract term and cancellation provision shall be subject to the terms of the service agreement.

**Rate:**

- I. Demand Charge:  
Non-Gas Cost: \$2.51421 per dekatherm of Daily Contract Demand I
- II. Commodity Charge:  
Non-Gas Cost: \$0.00147 per therm of gas delivered I
- III. Monthly Quantity Entitlement: Billed at the current applicable Purchased Gas Adjustment.

**Monthly Minimum Bill:** The Demand Charge and Demand PGA for the month.

**Purchased Gas Adjustments:** Charges shall apply to billing units at the level of cost incurred by the Company to provide firm gas service. Such charges shall be revised consistent with the date on which supplier changes and/or commodity charges are effective. Any supplier refund to Company shall be refunded to Customer on the same basis the Company received the refund from the supplier. The demand charge and commodity charge are computed using the average total Clinton, Iowa service area demand cost and commodity cost, respectively, applicable each month. Charges shall include the appropriated amount related to "reserve" as determined annually and approved by the Iowa Utilities Board.

**Unit of Volume:** The unit of volume for the purpose of billing and for daily contract quantity shall be one cubic foot of gas at a temperature of 60° Fahrenheit and a pressure of 14.7 psia, having a heating value of 1000 BTU.

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**ALL PRICING ZONES  
LARGE GENERAL SERVICE - CONTRACT DEMAND  
(continued)**

RATE CODES 320 & 370

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**BTU Adjustment:** The volume of gas to be billed will be the metered volume, having an average heating value as determined by the pipeline supplier, adjusted to the equivalent volume at a heating value of 1000 BTU per cubic foot.

**Tax Adjustment Clause:** See Rider TAX.

**Tax Benefit Rider:** See Rider TBR.

N

**Unauthorized Use of Gas:** Subject to terms of service agreement.

**Prompt Payment Provision:** After 20 days, add 1 1/2 % on the past-due amount.

**Rules and Regulations:** Service hereunder is subject to the provisions of the Company's General Rules and Regulations.

**Transportation:** The rules and charges of the Transportation of Customer-Owned Gas Tariff except demand and commodity charges shown above, shall apply. Service hereunder is also subject to the provisions of the Company's "General Terms and Conditions for Gas Transportation."

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**ALL PRICING ZONES  
LARGE GENERAL GAS SERVICE**

RATE CODES 830, 840, 850, 860, 870, 880  
RATE CODES 310, 330, 510 & 530

**Applies to:** General Service Customers who take natural gas on a firm or an interruptible basis where service is supplied to the Customer's premises through one meter at one point of delivery, and where Customer's premises are adjacent to an existing gas main of adequate capacity. This rate applies to all Customers whose maximum daily requirements exceed 200 Dekatherms (Dth) for a six (6) month period any twelve (12) consecutive months or to Customers served under the current Large General Service Rate Schedule prior to August 22, 2003. The firm Purchased Gas Adjustment (PGA) shall be applied to a firm service option and the interruptible PGA shall be applied to an interruptible service option. Resale of gas is not permitted, and all other terms and conditions shall apply. The Customer shall sign a Service Agreement for service hereunder.

D

**Interruptible Option:** The Customer who chooses an interruptible option shall as directed curtail or discontinue the use of gas upon 2 hours notice by the Company. Failure on the part of Customer to comply with this interruptible condition shall be good and sufficient reason for the Company to shut off the entire gas supply to the Customer, and the Company shall not be liable to the Customer in any way whatsoever as the result of such action; and such failure on the part of the Customer shall be good cause for the immediate termination of interruptible service by the Company. Any Customer who takes gas not contracted for in excess of 1 Dth per day during curtailment shall be subject to a penalty of \$10.00 per Dekatherm per day. Such overrun shall also be deemed firm gas and therefore subject to a demand charge for one year. An interruptible Customer may return to firm supply service subject to the Company's ability to obtain such additional supply and firm pipeline capacity to serve the firm load, and as long as the Customer's return to firm service does not adversely impact existing firm Customers. In addition, Customers will be required to sign a contract for firm service for a one year period.

**Available in:** All Pricing Zones' communities supplied by the Company from the three pipeline systems of Northern Natural Gas Company, Natural Gas Pipeline Company of America, and ANR Pipeline Company.

**Character of Service:** The availability of natural gas at approximately 1,000 Btu per cubic foot delivered at atmospheric pressure plus one-fourth pound per square inch and 60° F.

**Rate:**

- I. Customer Charge: \$7.39645 per day I
- II. All therms (Thm) used, C
- Non-gas Cost: \$0.07554/Thm C, I
- III. Demand Charge: Gas Cost Only

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**ALL PRICING ZONES**  
**LARGE GENERAL GAS SERVICE**  
(continued)

RATE CODES 830, 840, 850, 860, 870, 880  
RATE CODES 310, 330, 510 & 530

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**Minimum Bill:** The Customer Charge for any billing period: \$7.39645 per day per meter. I

**Prompt Payment Provision:** After 20 days, add 1 1/2% on the past-due amount.

**Purchased Gas Adjustment:** See Rider PGA.

**Tax Adjustment Clause:** See Rider TAX.

**Tax Benefit Rider:** See Rider TBR. N

**Alternative Fuel Supply Service:** See Rider AFS.

**Energy Efficiency Cost Recovery:** See Rider ECR.

**Increased Pressure Provision:** Where more than one-fourth pound per square inch above atmospheric pressure is supplied to the Customer, meter readings shall be corrected and the billing shall reflect delivery at the base pressure of atmospheric plus one-fourth pound.

**Temperature Correction:** The Company reserves the right to correct meter readings to reflect the base temperature of 60° F.

**Monthly Rate:** Daily rate times 30.42 days

I. Customer Charge: \$225.00 per month T, I

II. All therms (Thm) used, C

Non-gas Cost: \$0.07554/Thm I

**Monthly Demand Rate:** Daily rate times 30.42 days  
(Gas Cost Only) See Rider PGA.

**Billing Rate Codes:** Interruptible: Northern, 830 (N & S), 530 (MC); Natural, 840 (N & S), 330 (CL); ANR, 850 (N & S)

Firm: Northern, 860 (N & S), 510 (MC); Natural, 870 (N & S), 310 (CL); ANR, 880 (N & S)

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**ALL PRICING ZONES  
TRANSPORTATION OF CUSTOMER-OWNED GAS**

RATE CODES 230, 260, 350, 380, 400, 410, 560, 570  
RATE CODES 900 & 980

**Applies to:** Customers in all Pricing Zones communities who use Company's distribution system to carry or transport Customer-owned gas to the Customer's premises. Such gas may be directly purchased under separate contract from producers, pipeline companies or other third parties. Delivery shall be through one meter, at one point, and where such premises are adjacent to an existing gas main of adequate capacity. Service hereunder is subject to Customer making satisfactory arrangements with Company for settlement of any contract demand and entitlement obligations under a General Service rate schedule. Resale of gas is not permitted, and all other terms and conditions of Company's General Rules and Regulations shall apply. The Transportation Service Agreement shall be effective for a minimum of one year. The term of the Contract is otherwise negotiable and the Contract should contain all the pertinent terms.

C

**Character of Service:** Unless otherwise specified by written agreement, the availability of natural gas shall be at approximately 1,000 Btu per cubic foot delivered at atmospheric pressure plus one-fourth pound per square inch.

**Rate:**

The rates for Customer Charges and non-gas therm charges (transportation rate) shall be the same as those found in the applicable General Service or Large General Service rate schedules. All applicable provisions of the General Service or Large General Service rate schedules (with the exception of Rider PGA and Rider ECR) are applicable for the Transportation of Customer-Owned Gas rate schedule. The charges in Sections I and II below are for informational purposes.

N  
N  
N  
N  
N

I. **Customer Charge:**

Maximum daily requirement - 200 Dth or less (General Service): \$0.98619/Day

C, I

Maximum daily requirement - Over 200 Dth (Large General Service): \$7.39645/Day

C, I

The Customer shall be responsible for all costs associated with any specific plant such as telemetering required in providing contract carriage service to the Customer. The additional charge is 1.6% per month of the Company's additional investment.

**Minimum Bill:** Customer Charge, including additional investment charges.

C

II. **Transportation Rate:**

Maximum daily requirement - 200 Dth or less (General Service): \$0.16322/Thm

C, R

Maximum daily requirement - Over 200 Dth (Large General Service): \$0.07554/Thm

C, I

The transportation rates are applicable to all volumes delivered to the Customer's premises but are exclusive of applicable supply cost charges described in Sections III through VI below.

C

D

Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

Filed with the IOWA UTILITIES BOARD

**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

FOURTH REVISED SHEET NO. 49  
CANCELLING THIRD REVISED SHEET NO. 49

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**ALL PRICING ZONES  
TRANSPORTATION OF CUSTOMER-OWNED GAS  
(continued)**

RATE CODES 230, 260, 350, 380, 400, 410, 560, 570  
RATE CODES 900 & 980

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- III. **Balancing Service:** Customer shall be obligated to balance on a daily basis the receipt of Customer-owned gas by Company at the city gate with deliveries of such gas by Company to Customer's premises, subject to restrictions and conditions of Company's pipeline supplier and subject to the provisions of this tariff. Customer is responsible for keeping informed as to the daily receipt of customer-owned gas delivered to Company by its supplier of gas so as to enable the Customer to adjust its consumption of gas to ensure that receipt and deliveries of gas into and out of Company's system will be in balance. On a monthly basis, Company will provide a statement to Customer, that will show imbalances resulting from the over- or under-delivery of gas, adjusted for losses.

D

Annual PGA Reconciliation: The revenue generated from balancing charges shall be included in the annual PGA reconciliation filing as a reduction to the cost of gas for system sales customers.

- A. Daily Balancing: Overage (positive) imbalance quantities (receipts greater than customer uses) and underage (negative) imbalance quantities (receipts less than customer uses) will be subject to the following charges. Receipts are defined as Customer supplied gas at the Company's town border station, as adjusted for losses on Company's local distribution system. Percentage tolerances shown below are based upon customer's receipts:

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Date Issued: December 11, 2012

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By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

Filed with the IOWA UTILITIES BOARD

**ORIGINAL TARIFF NO. 1**

RECEIVED  
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FOURTH REVISED SHEET NO. 51  
CANCELLING THIRD REVISED SHEET NO. 51

**ALL PRICING ZONES  
TRANSPORTATION OF CUSTOMER-OWNED GAS  
(continued)**

RATE CODES 230, 260, 350, 380, 400, 410, 560, 570  
RATE CODES 900 & 980

B. Monthly Balancing:

i. Overdeliveries: In addition to the above daily balancing charges, daily overage imbalances (receipt of customer-owned gas greater than uses) will be deemed to have been sold to Company at a rate equal to the Gas Daily Index Price per dekatherm for the Chicago City-Gate GDD, less \$0.08 (with the exception of customers that transport on the Northern Natural Gas Pipeline or the Northern Border Pipeline into Mason City, in which case the NNG Ventura City daily delivered price per dekatherm plus \$0.04 will be used as the index price). The payment for such excess gas sold to Company shall be credited to the customer's monthly bill.

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C

ii. Underdeliveries: In addition to the above daily balancing charges, daily underage imbalances will be deemed as "Overrun Gas". It is the gas taken from Company without backup service and for which prior nominations and arrangements have not been made. The rate for "Overrun Gas" shall be the Gas Daily Index Price per dekatherm for the Chicago City-Gate GDD, plus \$0.08 (with the exception of customers that transport on the Northern Natural Gas Pipeline or the Northern Border Pipeline into Mason City, in which case the NNG Ventura City daily delivered price per dekatherm plus \$0.20 will be used as the index price). If Company incurs incremental costs to secure gas for the customer, including any demand charges or penalties, over and above the penalty charges listed above, such incremental costs would be charged to customer.

C  
C  
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C

This provision shall apply in billing for gas supply the Company will provide in the event the gas supply of small volume natural gas end users, as defined in Section 19.14(1) of the Iowa Administrative Code, is interrupted due to supply failure. Revenue from such billings shall be credited to the Company's system purchased gas adjustment.

IV. **Group Balancing Service Provision:** The transportation customer shall have the option to choose a group balancing service. By selecting such option, a defined group of customers shall be treated as one customer for the balancing terms of this tariff. This group of customers shall be defined as a Customer Pool. In all other respects, the gas transportation customer shall operate individually under the provisions of this tariff.

The term Customer Pool Agent shall mean the person, corporation, partnership, or other legal entity that acts on behalf of the Customer Pool. The Customer Pool Agent shall enter into a group balancing service agreement with the Company under this tariff which shall be for a term of not less than six months. The Company may act as the Customer Pool Agent, based upon terms and conditions agreeable to Company and the Customer Pool.

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**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

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**ORIGINAL TARIFF NO. 1**

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December 11, 2012

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THIRD REVISED SHEET NO. 53  
CANCELLING SECOND REVISED SHEET NO. 53

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**ALL PRICING ZONES  
TRANSPORTATION OF CUSTOMER-OWNED GAS  
(continued)**

RATE CODES 230, 260, 350, 380, 400, 410, 560, 570  
RATE CODES 900 & 980

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- V. **Nomination and Dispatching:** The charge is \$200.00 per month for each metering point. Any cost incurred by Company directly related to customer's failure to adequately balance receipts and deliveries of customer-owned gas shall be billed to Customer.
  
- VI. **Reconnection/Administrative:** Transportation Customers electing to return to Company's General Service rates are subject to a \$500.00 charge for the associated contractual or administrative services. Large Volume Customers, as defined in 199 IAC 19.14(1), may only return to firm supply service subject to the Company's ability to obtain additional supply and firm pipeline capacity to serve the firm load, and as long as the Large Volume Customer's return to firm service does not adversely impact existing Customers. Customers may return to interruptible service if they meet the qualifications for the rate. A Gas Service Agreement must be completed for any Customer who is returning to system supply service.
  
- VII. **Tax Adjustment Clause:** See Rider TAX. D
  
- VIII. **Alternative Fuel Supply:** See Rider AFS.
  
- IX. **Temporary Interruptible Overrun Service:** See Section III. C
  
- X. **Tax Benefit Rider:** See Rider TBR. N
  
- XI. **Prompt Payment Provision:** After 20 days, add 1 1/2% on the past-due amount.
  
- XII. **Order of Gas Delivery:** The natural gas deliveries metered to the Customer's premises, shall be categorized, for billing purposes, as having gone through the meter in the following order:
  1. Customer's nominations of System Supplied Gas or any other negotiated transportation and/or supply service with the Company;
  2. Customer-owned gas from others; Customer-owned gas delivered to Company's system will be reduced by a lost and unaccounted for percentage to determine the amount of Customer-owned gas delivered to Customer's premises. Customer's gas purchased from third parties shall not be interrupted because of supply curtailment by Company;

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**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

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**ORIGINAL TARIFF NO. 1**

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(RPU-2012-0002)

FOURTH REVISED SHEET NO. 54  
CANCELLING THIRD REVISED SHEET NO. 54

**ALL PRICING ZONES  
TRANSPORTATION OF CUSTOMER-OWNED GAS  
(continued)**

RATE CODES 230, 260, 350, 380, 400, 410, 560, 570  
RATE CODES 900 & 980

- XIII. **Pipeline Demand/Reservation Charge Rider:** Applicable to all transportation Customers that contract for gas transportation services that previously received system sales service under Firm or Interruptible Service Rate Schedules. This rider shall commence with the implementation of transportation service. Company shall cease charging the Pipeline Demand/Reservation Charge to a Customer based upon one of the following:
- 1. The first month of transportation, at which time the Company's obligation to pay the interstate pipeline demand/reservation charge is terminated, including its related transition charge which was previously related to a Customer's requirements; or
  - 2. The anniversary date of transportation service for Customer; or
  - 3. IPL sells the pipeline capacity release directly to the Customer to utilize for their gas transportation; or
  - 4. IPL directly assesses any stranded interstate pipeline commitments to the Customer.

The Pipeline Demand/Reservation charges are listed as follows:

<u>Previously received services:</u>	<u>Charges:</u>
Firm General & Large General Service:	Difference between firm and interruptible PGAs (volumetric charge)
Partial Firm General and Large General Service:	Demand PGA

The Pipeline Demand/Reservation charge will be added as a separate line on the transportation bill.

<b><u>Billing Rate Codes:</u></b>	<b><u>Northern</u></b>	<b><u>Natural</u></b>	<b><u>ANR</u></b>	
Maximum Daily Requirement:				
200 Dth or less (General Service)	900 (N & S) 230 (MC)	400 (N & S) 350 (CL)	560 (N & S)	C
Over 200 Dth (Large General Service)	980 (N & S) 260 (MC)	410 (N & S) 380 (CL)	570 (N & S)	C

**General Terms and Conditions:**

Service hereunder is also subject to the provisions of the Company's "General Terms and Conditions for Gas Transportation."

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Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

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**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

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SIXTH REVISED SHEET NO. 55  
CANCELLING FIFTH REVISED SHEET NO. 55

**ALL PRICING ZONES  
SMALL VOLUME TRANSPORTATION OF CUSTOMER-OWNED GAS**

RATE CODES 720, 920, 950, 960, & 970

**Applies to:** All non-residential Customer's who use the Company's distribution system to carry or transport Customer-owned gas to the Customer's premises, whose usage does not exceed 25,000 Therms in any billing month and does not exceed 100,000 Therms in any consecutive 12 month period. Such gas may be directly purchased under separate contract from producers, pipeline companies or other third parties. Delivery shall be through one meter, at one point, and where such premises are adjacent to an existing gas main of adequate capacity. Small volume transportation service is available on a "first-come/first-served" basis to the first five hundred Customers who sign up for this service. Resale of gas is not permitted, and all other terms and conditions of Company's General Rules and Regulations shall apply. The Customer must have primary firm delivery service to the city gate and produce evidence of such upon request. The Transportation Service Agreement shall be effective for a minimum of one year. The term of the Contract is otherwise negotiable and the Contract should contain all the pertinent terms.

**Character of Service:** Unless otherwise specified by written agreement, the availability of natural gas shall be at approximately 1,000 Btu per cubic foot delivered at atmospheric pressure plus one-fourth pound per square inch.

**Rate:**

- I. **Customer Charge:** \$0.98619/Day I
- Minimum Bill:** The Customer Charge for any billing period: \$0.98619 per day per meter. T, I
- II. **Transportation Rate:** \$0.16322/Thm R
- III. **Daily Balancing:** The Customers that elect small volume transportation service may purchase this service in lieu of installing telemetry, thereby satisfying the requirements of daily balancing. The cost of this service is 1.05 cents per Thm gas delivered to the Customer. No additional daily balancing fees shall be imposed. The revenue generated from this service shall be included in the next annual PGA reconciliation as a reduction to the cost of gas for system sales Customers.
- IV. **Monthly Balancing:** The Customer's that elect this service shall be obligated to balance on a billing month basis. The Customer's shall also have the option to be a part of a Customer Pool and to be balanced monthly on a Pool-basis. Should a net overage or underage imbalance exist at the end of each billing month, the imbalance shall be calculated as follows: a net overage imbalance (receipt of Customer-owned gas greater than uses) will be deemed to have been sold to the Company at a rate equal to the calendar month average of the Gas Daily Index Price per dekatherm for the Chicago City-Gate GDD, less \$0.08; and a net underage imbalance will be deemed as "Overrun Gas," which is gas taken from the Company for which prior nominations and arrangements have not been made. The rate for "Overrun Gas" shall be equal to the calendar month average of the Gas Daily Index Price per dekatherm for the Chicago City-Gate GDD, plus \$0.08. A net overage or underage imbalance shall be calculated on a billing month basis and

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By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

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**ORIGINAL TARIFF NO. 1**

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(RPU-2012-0002)

SIXTH REVISED SHEET NO. 56  
CANCELLING FIFTH REVISED SHEET NO. 56

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**ALL PRICING ZONES  
SMALL VOLUME TRANSPORTATION OF CUSTOMER-OWNED GAS  
(continued)**

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RATE CODES 720, 920, 950, 960, & 970

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**Monthly Balancing: (continued)**

should a net imbalance exist at the end of every six months (June and December), it shall be resolved by an additional charge or credit to the Customer's next bill.

Each independent gas supplier to the Customer's participating in this service is responsible for delivering daily gas volumes to the Company city gate as specified by the Company. If the independent supplier does not deliver the specified nominated volume for any three days in a consecutive twelve month period, the affected Customer's transportation agreement(s) shall be terminated. The Customer's shall make satisfactory settlement of all applicable charges with the Company before returning as a sales Customer and will not be eligible for transportation service for a minimum of 12 months.

- V. **Nomination and Dispatching:** The Company shall do gas nominations for all Customers. The nomination and dispatching charge is \$47.00 per month for each metering point. Any cost incurred by the Company which is directly related to the Customer's failure to adequately deliver the nominated amount of gas shall be paid by the Customer.
- VI. **Reconnection/Administrative:** If a Customer notifies the Company before July 1, or an otherwise agreed upon date prior to November 1 of each year, they will have the opportunity to return to the Company's General Service rates by paying an administrative fee of \$50.00. Otherwise, they will be subject to a \$500.00 reconnection fee. Return to the Company's Firm Service will be on a best efforts basis unless the Customer's previous supplier releases the Customer's firm capacity back to the Company.
- VII. **Energy Efficiency Cost Recovery Clause:** See Rider ECR.
- VIII. **Tax Adjustment Clause:** See Rider TAX.
- IX. **Tax Benefit Rider:** See Rider TBR. N
- X. **Alternative Fuel Supply:** See Rider AFS.
- XI. **Prompt Payment Provision:** After 20 days, add 1 1/2% on the past-due amount.
- XII. **Pipeline Demand/Reservation Charge Rider:** Applicable to all Customer's that contract for small volume transportation services that previously received system sales service under Firm or Interruptible Service Rate Schedules. This rider shall commence with the implementation of small volume transportation service. The Company shall cease charging the Pipeline Demand/Reservation Charge to a Customer based upon one of the following: C

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By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

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CANCELLING SECOND SUBSTITUTE THIRD REVISED SHEET NO. 57

**ALL PRICING ZONES  
SMALL VOLUME TRANSPORTATION OF CUSTOMER-OWNED GAS  
(continued)**

RATE CODES 720, 920, 950, 960, & 970

**Pipeline Demand/Reservation Charge Rider: (continued)**

- 1. The first month of transportation, at which time the Company's obligation to pay the interstate pipeline demand/reservation charge is terminated, including its related transition charge which was previously related to a Customer's requirements; or
- 2. The anniversary date of small volume transportation service for the Customer; or T
- 3. IPL sells the pipeline capacity release directly to the Customer to utilize for their gas transportation; or N
- 4. IPL directly assesses any stranded interstate pipeline commitments to the Customer. N

**Billing Rate Codes:**

Small Volume Transportation

**Northern**

950 (N & S)  
720 (MC)

**Natural**

960 (N & S)  
920 (CL)

**ANR**

970 (N & S)

**General Terms and Conditions:**

Service hereunder is also subject to the provisions of the Company's "General Terms and Conditions for Gas Transportation." Provisions in the Small Volume Transportation of Customer-Owned Gas tariff control any conflict between this tariff and the "General Terms and Conditions for Gas Transportation."

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By: Erik C. Madsen – Director, Regulatory Affairs

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GAS TARIFF**

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FIFTH REVISED SHEET NO. 60  
CANCELLING FOURTH REVISED SHEET NO. 60

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**ALL PRICING ZONES  
PIPELINE CORRIDOR TRANSPORTATION SERVICE**

RATE CODES 280, 390, 800, 820 & 890

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**Applies to:** This price schedule is applicable, on an optional basis, to any existing or prospective transport customer who contracts with Company for a period of more than a year. This transportation service is available on a non-discriminatory basis, taking into consideration of volumes of gas transported, length of contract terms, distance from the pipeline, and other pertinent costs and factors.

This price schedule applies to the customers whose point of delivery is less than two miles from an interstate pipeline's transmission or branchline facilities, and whose annual transportation throughput is at least 500,000 Dekatherms with a daily demand requirement of at least 2,000 Dekatherms per day. Customers located more than two miles from the aforementioned interstate pipeline facilities may also be served under this schedule if additional daily demand requirements and annual throughput volumes so dictate.

C  
C  
C  
C

Resale of gas is not permitted. The customer shall sign a Service Agreement pursuant to this schedule for a minimum term of one year.

**Available In:** All communities served by the Company.

**Price:**

- I. Customer Charge: \$7.39645/Day

I

The Customer shall be responsible for all costs associated with any specific plant such as telemetering required in providing transportation service to the Customer. The additional charge is 1.6% per month of the Company's additional investment.

Minimum Bill: Customer Charge, including additional investment charges plus applicable backup supply service charges or pipeline firm transportation charges.

T

- II. Transportation Price:

The price for each Dekatherm transported by Company to Customer's premises shall be the negotiated price pursuant to the service agreement.

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**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

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FIFTH REVISED SHEET NO. 72  
CANCELLING FOURTH REVISED SHEET NO. 72

**All Pricing Zones  
Tax Benefit Rider  
Rider TBR**

The Tax Benefit Rider provides a mechanism to refund amounts retained in regulatory liability accounts associated with potential tax benefits resulting from a change in IPL's accounting methodologies. An annualized amount related to these potential tax benefits will flow through retail rates as approved by the Iowa Utilities Board through the application of a tax benefit factor.

**Applicable:**

To all sales under applicable retail natural rate schedules reflected below. The TBR factor is applied on a monthly basis to base distribution charges for customer classes for the purpose of billing. The factor shall be determined annually and shall apply monthly to bills. The TBR will be reflected as a separate line item on customer bills. All provisions of the customer's current applicable rate schedule will apply in addition to this charge.

Tax Benefit factors to be applied to distribution charges effective January 10, 2013:

<u>Class</u>	<u>Rate Codes</u>	<u>TBR \$/Dth</u>	<u>TBR \$/day</u>	<u>TBR %</u>
Residential Gas Service	030, 070, 080, 300, 500	N/A	(\$0.10072)	N/A
General Gas Service	100, 110, 120, 130, 140 150, 180, 240, 270, 290	N/A	(\$0.38527)	N/A
Large General Gas Service	310, 330, 510, 530, 830 840, 850, 860, 870, 880	N/A	N/A	(10.1%)
Transportation of Customer-Owned Gas - 200 Dth or less	230, 350, 400, 560, 900	N/A	(\$0.38527)	N/A
Transportation of Customer-Owned Gas - Over 200 Dth	260, 380, 410, 570, 980	N/A	N/A	(10.1%)
Small Volume Transportation of Customer-Owned Gas	720, 920, 950, 960, 970	N/A	(\$0.38527)	N/A
Large General Service - Contract Demand	320, 370	(\$0.36400)	N/A	N/A

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FIFTH REVISED SHEET NO. 73  
CANCELLING FOURTH REVISED SHEET NO. 73

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**All Pricing Zones**  
**Tax Benefit Rider**  
**Rider TBR**

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Annually, the TBR daily factor for a customer class (if applicable) shall be calculated as follows: N

$$TBR_{\text{day}} = (A_i - B_i) / (EQ_{\text{day}}) + (C / EQ_{\text{day}}) \quad N$$

Where: N

$A_i =$  The total estimated tax benefit projected refund by year allocated to the class. N

$B_i =$  Any amount previously refunded to customers that did not sustain IRS audit which was previously allocated to the customer class. N

$C =$  The reconciliation balance<sub>1</sub> of refund pool at the end of the three year period. N

$EQ_{\text{day}} =$  The estimated billing days during the upcoming year in which  $TBR_{\text{day}}$  will be used. N

Annually, the TBR demand factor for a customer class (if applicable) shall be calculated as follows: N

$$TBR_{\text{Dth}} = (A_i - B_i) / (EQ_{\text{Dth}}) + (C / EQ_{\text{Dth}}) \quad N$$

Where: N

$A_i =$  The total estimated tax benefit projected refund by year allocated to the class. N

$B_i =$  Any amount previously refunded to customers that did not sustain IRS audit which was previously allocated to the customer class. N

$C =$  The reconciliation balance<sub>1</sub> of refund pool at the end of the three year period. N

$EQ_{\text{Dth}} =$  The estimated billing Dth during the upcoming year in which  $TBR_{\text{Dth}}$  will be used. N

Annually, the TBR percentage factor for a customer class (if applicable) shall be calculated as follows: N

$$TBR_{\%} = (A_i - B_i) / (EQ_{\%}) + (C / EQ_{\%}) \quad N$$

Where: N

$A_i =$  The total estimated tax benefit projected refund by year allocated to the class. N

$B_i =$  Any amount previously refunded to customers that did not sustain IRS audit which was previously allocated to the customer class. N

$C =$  The reconciliation balance<sub>1</sub> of refund pool at the end of the three year period. N

$EQ_{\%} =$  The estimated billing non-fuel/non-EECR charges during the upcoming year in which  $TBR_{\%}$  will be used.

<sup>1</sup> The TBR cost adjustment reconciliation balance shall be the cumulative balance of any excess or deficiency which arises out of the difference between amounts already refunded through the rider and the amount that is sustained after the IRS completes its audits for all tax categories. Credit balances shall be refunded over a 12 month period and debit balances shall be collected over a 24 month period. N

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**INTERSTATE POWER AND LIGHT COMPANY**

**GAS TARIFF**

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**ORIGINAL TARIFF NO. 1**

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(RPU-2012-0002)

FIFTH REVISED SHEET NOS. 74-76  
CANCELLING FOURTH REVISED SHEET NOS. 74-76

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SHEET NOS. RESERVED FOR FUTURE USE

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By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
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FIRST REVISED SHEET NO. 264  
CANCELLING ORIGINAL SHEET NO. 264

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.06 GAS SERVICE AGREEMENT**

**GAS SERVICE AGREEMENT**

Account No. \_\_\_\_\_

**THIS GAS SERVICE AGREEMENT** (the "Agreement"), is made this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ by and between **INTERSTATE POWER AND LIGHT COMPANY**, an Iowa Corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa 52401 ("Company"), and \_\_\_\_ a \_\_\_\_ with principal offices at \_\_\_\_ ("Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

**RECITALS:**

**WHEREAS**, the Company is engaged in the distribution of natural gas; and

**WHEREAS**, the Customer is the owner of the premises generally known as \_\_\_\_\_, located at \_\_\_\_\_, in \_\_\_\_\_ County in the State of Iowa (the "Site"), and whereas further, the Customer operates certain equipment now installed or to be installed at the Site by Customer; and

**WHEREAS**, the Company desires to sell natural gas service at the Site, and the Customer desires to have natural gas available at the Site ("Gas Service").

**NOW THEREFORE**, for and in consideration of the foregoing recitals; the promises, terms and conditions set forth in this Agreement; and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

**AGREEMENT**

1. **AGREEMENT TO SELL AND PURCHASE.** The Company agrees to sell and furnish Gas Service to the Customer at the Site and the Customer agrees to purchase and receive from the Company Gas Service upon the terms and conditions hereinafter provided.

2. **SERVICE CHARACTERISTICS.**

a. The Company will furnish Gas Service to the Customer through one meter location in accordance with the Supply Information set forth in Exhibit A.

b. Company shall deliver gas to Customer at the point of delivery directly from its \_\_\_\_\_ pressure (nominal \_\_\_\_\_ psig.) distribution system. Such delivery will be at such varying pressures as may exist under operating conditions at the point of delivery, but shall not be less than \_\_\_\_\_ psig. so far as practicable. Customer will install, operate and maintain at Customer's expense such pressure regulating devices as may be required for utilization of gas as delivered.

c. The Contract Demand as set out on Exhibit A, if applicable, may be increased or decreased solely by mutual written agreement. A separate service agreement shall be required for additional meter location(s).

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

FIRST REVISED SHEET NO. 265  
CANCELLING ORIGINAL SHEET NO. 265

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**GENERAL RULES AND REGULATIONS**  
**FOR GAS SERVICE**  
**FORMS AND AGREEMENTS**

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**14.06 GAS SERVICE AGREEMENT (continued)**

- d. The Customer agrees to use the Gas Service as stated herein. N
- e. The Customer chooses / does not choose (circle one) Interruptible Service. If Customer elects Interruptible Service, the terms and conditions of such service shall be in accordance with Exhibits B and C to this Agreement. N

**3. SERVICE CONDITION AND REQUIREMENTS.**

- a. Customer will take from the Company, through one point of delivery, Gas Service for all energy requirements at the Site, and it will observe the rules and regulations of the Company pertaining to Gas Service. If any portion of the Gas Service is classified as Interruptible, the terms of such service shall be in accordance with Exhibit B. N
- b. It is understood that Company can only deliver gas of such quality and characteristics as it receives from its pipeline supplier and/or transporter and that Company shall be under no liability to Customer for delivering gas of different specifications than those authorized by FERC for delivery by that supplier. The gas delivered hereunder by Company will have added to it an odorant of a type and in an amount determined by Company to meet its own safety requirements and those established by any regulatory body having jurisdiction. The gas delivered hereunder by Company will have mixed with it quantities of a propane-air mixture at such times and in such amounts as determined by the Company to best utilize alternate sources of supply on an economic basis, but in no event shall the BTU content of such mixture of gases be less than the BTU content of the gas provided by supplier. N
- c. The unit of volume for deliveries hereunder shall be as specified in the designated rate schedule. N
- d. The average total heating value per cubic foot of the gas delivered hereunder shall be the heating value of the gas as delivered to the Company by supplier, as determined by supplier pursuant to its FERC Gas Tariff applicable to Company's purchases. N
- e. The total quantity delivered to Customer hereunder shall be the quantity determined by Company's meter as adjusted pursuant to attached rate schedule, and the Company's standards for service. N
- f. Title to the natural gas shall pass to Customer at the point of delivery hereinbefore defined, and thereafter Company shall have no responsibility or liability in relation thereto. N
- g. It is understood by the Customer that, if at any future time it should elect to accept gas service under some other available natural gas service rate, any expense brought about by necessary changes on the Site shall be borne by the Customer. N
- h. The Gas Service furnished under this Agreement includes only that which is incidental to the Customer and no part of the said Gas Service shall be sold by the Customer to any other third party. Customer agrees to use Gas Service only as herein stated. N

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

FIRST REVISED SHEET NO. 266  
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**GENERAL RULES AND REGULATIONS**  
**FOR GAS SERVICE**  
**FORMS AND AGREEMENTS**

---

**14.06 GAS SERVICE AGREEMENT (continued)**

**4. RATES AND BILLING.**

- a. The Company shall sell and furnish Gas Service and the Customer shall purchase and use and pay for such service in accordance with the terms and conditions of this Agreement and pursuant to the terms set forth in the Applicable Rate Schedules(s) specified in Exhibit A or such applicable rate schedule as hereafter at any time may be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction.
- b. Notwithstanding any other provision of this Agreement, all rates and charges contained in this Agreement may be modified at any time by a subsequent filing made pursuant to the provisions of Iowa Code Chapter 476 or a ruling by the Iowa Utilities Board.
- c. The Company shall issue an invoice or bill to Customer for all amounts due and owing under this Agreement. All bills are due and payable upon presentation. Late payment charges apply under the terms of Company's Rules and Regulations as they now exist or may hereafter be modified.

- 5. STANDARDS.** The Gas Service shall be supplied for Customer's use subject to the Gas Service Standards of Company on file with the appropriate regulatory body having jurisdiction as they now exist or may hereafter be changed. It is expressly understood that this Agreement is subject to the authority of any regulatory body having jurisdiction over the Parties and the subject matter of this Agreement.

**6. LIMITATION OF LIABILITY.**

- a. The Company agrees to use commercially reasonable efforts in the performance of this Agreement. Notwithstanding the foregoing, **WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS OR DAMAGES SUFFERED BY THE CUSTOMER FOR ANY SERVICE INTERRUPTION, IRREGULARITIES OR ANY OTHER CAUSES OR ABNORMALITIES NOT CAUSED BY THE SOLE NEGLIGENCE OF THE COMPANY.**
- b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF POWER, LOSS OF PRODUCT OR LOSS OF REVENUES, HOWEVER CAUSED.**

- 7. FORCE MAJEURE.** Company shall not be deemed in breach of this Agreement or be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in the performance of its obligations under this Agreement due to any cause or circumstance beyond its control, including but not limited to strikes, riots, acts of God, or accidents; provided, however, that Company shall in good faith use such effort as is reasonable under all the circumstances known to Company at the time to remove or remedy the cause and mitigate the damages.

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
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Filed with the IOWA UTILITIES BOARD  
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TF-2012-0657  
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FIRST REVISED SHEET NO. 267  
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**GENERAL RULES AND REGULATIONS**  
**FOR GAS SERVICE**  
**FORMS AND AGREEMENTS**

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**14.06 GAS SERVICE AGREEMENT (continued)**

**8. COMPANY PROPERTY.**

- a. The Customer shall be responsible for all damage to, misuse of, or loss of the Company's property located at the Site unless caused by the sole negligence of the Company. The Customer shall not authorize any person to change, remove or tamper with the Company's property.
- b. Any and all equipment, apparatus and devices placed or installed by the Company on or in the Site shall be and remain the property of the Company, regardless of the mode or manner of annexation or attachment to real property.

- 9. CUSTOMER PROPERTY.** The Customer shall be solely responsible for the design, installation, maintenance and safety of any and all Customer supplied facilities or equipment. The Customer shall provide and maintain the necessary protection equipment to protect its own facilities from harm from any electrical cause as well as to protect the Company's equipment and employees, agents, contractors, and subcontractors from any damages, interruption of service, or faulty service due to faults or operations of the Customer's equipment.

- 10. RIGHTS OF WAY AND ACCESS.** The Customer hereby authorizes agents of the Company to enter the Site at all times for any purpose incidental to the supplying of Gas Service, including but not limited to, inspecting the Site equipment and connections; repairing, replacing or removing Company property, or tree trimming and/or removal.

- 11. INDEMNIFICATION.** The Customer shall hold the Company harmless for any damage to persons or property arising out of the use upon the Customer's Site of the Gas Service furnished to it by the Company. Nothing herein contained shall be construed as relieving the Company from any liability to its own employees while upon the Site of the Customer in the performance of their duty and by the direction of the Company, or as relieving the Company from any liability to the Customer due to the provider's act of negligence.

- 12. TERM.** This Agreement shall continue for a period of one (1) year commencing , 20 , and ending , 20 , and thereafter may be terminated by either Party giving to the other written notice at least ninety (90) days prior to the date upon which it desires to terminate the same; whereupon this Agreement shall terminate on said date.

- 13. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign this Agreement except upon the written consent of the Company, which consent shall not be unreasonably withheld.

- 14. AMENDMENTS.** This Agreement may only be amended by a written amendment executed by both Parties.

- 15. GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Agreement. Venue shall lie in Linn County, Iowa. Any dispute not settled by the management of the Parties shall be settled by arbitration in accordance with Iowa Code Chapter 679A.

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

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December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

FIRST REVISED SHEET NO. 268  
CANCELLING ORIGINAL SHEET NO. 268

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**GENERAL RULES AND REGULATIONS**  
**FOR GAS SERVICE**  
**FORMS AND AGREEMENTS**

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**14.06 GAS SERVICE AGREEMENT (continued)**

16. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.

17. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

18. **COMMUNICATION BETWEEN THE PARTIES.**

All communications related to this Agreement will be to the persons listed below:

**CUSTOMER:**

Name:  
Attention:  
Address:  
Address:

**COMPANY:**

**INTERSTATE POWER AND LIGHT COMPANY**  
Attention:  
Address:  
Address:

19. **SURVIVAL.** The clauses of this Agreement which are, by their nature, intended to survive termination of this Agreement shall survive, notwithstanding any termination of this Agreement, in full or in part, but specifically Articles 6, 9 and 11.

20. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Agreement or as affecting the true meaning of the provisions herein.

21. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Agreement. An electronic (PDF) or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

22. **CONTRACT DOCUMENTS.** This Agreement represents the complete understanding of the Parties and shall govern over all other documents and oral representations making all other representations of the Parties null and void. The terms and conditions of this Agreement shall govern the following documents, and shall control over any conflicting term or condition found therein. The following documents are part of this Agreement

EXHIBIT A  
EXHIBIT B      INTERRUPTIBLE SERVICE TERMS AND CONDITIONS  
EXHIBIT C      GAS DATA AGREEMENT

Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

FIRST REVISED SHEET NO. 269  
CANCELLING ORIGINAL SHEET NO. 269

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**GENERAL RULES AND REGULATIONS**  
**FOR GAS SERVICE**  
**FORMS AND AGREEMENTS**

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**14.06 GAS SERVICE AGREEMENT (continued)**

C

IN WITNESS WHEREOF, the Parties hereunder have caused these presents to be executed as of the day and year first above written.

N

**INTERSTATE POWER AND LIGHT COMPANY**  
(Company)

N

Signed By: \_\_\_\_\_

N

Title:

N

Name:

N

\_\_\_\_\_

(Customer)

N

Signed By: \_\_\_\_\_

N

Title:

N

Name: \_\_\_\_\_

N

D

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs



**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

FIRST REVISED SHEET NO. 271  
CANCELLING ORIGINAL SHEET NO. 271

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.06 GAS SERVICE AGREEMENT (continued)**

N

**EXHIBIT B  
TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_**

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**INTERRUPTIBLE SERVICE TERMS AND CONDITIONS**

N

1. If any portion of the Gas Service is classified as Interruptible, Customer acknowledges that delivery of such Gas Service is subject to curtailment. Customer agrees to curtail use of gas hereunder to the extent and for the periods requested by Company. Company shall not be liable to Customer in any way whatsoever as a result of such action. N
2. Company agrees to use commercially reasonable efforts to minimize the total intentional interruptions to be called each load year. Notwithstanding the foregoing, **COMPANY MAKES NO REPRESENTATION, GUARANTEE OR OTHER WARRANTY REGARDING THE MINIMUM NUMBER OF SUCH CURTAILMENTS NOR THE LENGTH OF EACH SUCH CURTAILMENT.** N
3. Company agrees to use commercially reasonable efforts to give customer two (2) hours' notice before curtailment. Customer acknowledges that two (2) hours' notice may not be feasible in every situation. Customer represents and expressly agrees that regardless of the extent of the notice period, upon notice by the Company, Customer shall curtail or discontinue the use of gas as directed by the Company. N
4. Failure on the part of the Customer to comply with the foregoing directive to curtail shall be cause for Company to shut off the entire gas supply to the Customer, and further shall be cause for immediate cancellation of the Agreement. **COMPANY SHALL NOT BE LIABLE TO CUSTOMER IN ANY WAY WHATSOEVER (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) AS A RESULT OF SUCH ACTION.** N
5. All volumes of gas taken by the Customer on each and every billing day during an ordered curtailment period shall be paid by Customer, in accordance with the Applicable Rate Schedule(s) specified in Exhibit A or such applicable rate schedule as hereafter at any time may be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction. A billing day is defined as the 24 consecutive hour period considered a day by the pipeline company from which the COMPANY receives the Customer's gas supply. N
6. Customer agrees to execute the Gas Data Agreement, attached hereto as Exhibit C. N

D

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

FIRST REVISED SHEET NO. 272  
CANCELLING ORIGINAL SHEET NO. 272

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**GENERAL RULES AND REGULATIONS**  
**FOR GAS SERVICE**  
**FORMS AND AGREEMENTS**

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**14.06 GAS SERVICE AGREEMENT (continued)**

C

**EXHIBIT C**  
**TO AGREEMENT DATED \_\_\_\_\_**  
**BY AND BETWEEN**  
**INTERSTATE POWER AND LIGHT COMPANY AND**  
**\_\_\_\_\_**

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**GAS DATA AGREEMENT**

N

This Gas Data Agreement ("Data Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa ("Company"), and \_\_\_\_\_ a \_\_\_\_\_ with principal offices at \_\_\_\_\_ (hereinafter referred to as "Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

N

**WHEREAS**, the Company owns and operates a gas data collection computer system and data equipment (hereinafter "System") which compiles data on a daily basis concerning natural gas usage by Customer; and

N

**WHEREAS**, Customer is interested in obtaining data relating to Customer's daily natural gas usage from the System; and

N

**WHEREAS**, Company is willing to grant Customer this data in accordance with the following terms and conditions;

N

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the Parties agree as follows:

N

1. **TERM.** This Data Agreement shall become effective as of the \_\_\_\_\_, and shall remain in force until terminated by either Party giving the other not less than thirty (30) days prior written notice of termination.

N

2. **SERVICES.** Company will make the usage data available to Customer upon execution of this Data Agreement. Customer may designate in writing to Company an authorized agent or agents to receive the Customer's natural gas usage information. Said agents will be required to sign a Data Agreement.

N

At Customer's option, IPL will provide the usage data in either electronic or hardcopy format.

N

3. **PROPRIETARY RIGHTS.** Customer acknowledges that the System is proprietary to the Company and the Company retains all rights and ownership in the System and all output therefrom.

N

4. **WARRANTY.**

N

a. The Parties agree that the Company has made reasonable efforts to ensure that the usage data provided through the System is accurate and complete. However, Customer acknowledges that, as with any electronic system, the System is subject to interruptions, failures and data corruption. Customer acknowledges that the Company is not responsible for the adequacy or accuracy of the data or for any interruption or failures of the System.

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D

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

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December 11, 2012

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(RPU-2012-0002)

FIRST REVISED SHEET NO. 273  
CANCELLING ORIGINAL SHEET NO. 273

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**GENERAL RULES AND REGULATIONS**  
**FOR GAS SERVICE**  
**FORMS AND AGREEMENTS**

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**14.06 GAS SERVICE AGREEMENT (continued)**

- b. **THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ADEQUACY OR ACCURACY OF THE DATA, OR THE CONDITION OR PERFORMANCE OF THE EQUIPMENT OR FACILITIES WHICH SUPPORT THE SYSTEM AND SPECIFICALLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** C
5. **LIMITATION OF LIABILITY.** N
- a. Customer agrees to indemnify, hold harmless and defend the Company, and its employees and agents, from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, losses, suits, causes of action, and the costs, damages, losses, and expenses incident thereto (including, without limitation, cost of defense, settlement and reasonable attorneys' fees) and all other liabilities of any nature whatsoever, which Company, or its employees and agents, may incur, become responsible for or pay out, arising directly or indirectly from Customer's use of data provided by the System. N
- b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CUSTOMER'S USE OF THE DATA, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES.** N
6. **SUCCESSORS AND ASSIGNS.** This Data Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign this Data Agreement except upon the written consent of the Company, which such consent shall not be unreasonably withheld. N
7. **AMENDMENTS.** This Data Agreement may only be amended by a written amendment executed by both Parties. N
8. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Data Agreement. Venue shall lie in Linn County, Iowa. N
9. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Data Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections. N
10. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Data Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion. N

D

---

Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
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(RPU-2012-0002)

FIRST REVISED SHEET NO. 274  
CANCELLING ORIGINAL SHEET NO. 274

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**GENERAL RULES AND REGULATIONS**  
**FOR GAS SERVICE**  
**FORMS AND AGREEMENTS**

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**14.06 GAS SERVICE AGREEMENT (continued)**

11. **SURVIVAL.** The clauses of this Data Agreement which are, by their nature, intended to survive termination of this Data Agreement shall survive, notwithstanding any termination of this Data Agreement, in full or in part, but specifically Articles 3, 4 and 5.
12. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Data Agreement or as affecting the true meaning of the provisions herein.
13. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Data Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Data Agreement. An electronic (PDF) or facsimile copy of the executed Data Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

This Data Agreement shall not be deemed to modify or amend any service. In witness whereof, the Parties hereunder have caused this Data Agreement to be executed as of the day and year first above written.

Interstate Power and Light Company (Company)

By \_\_\_\_\_

Title

Name

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

Filed with the IOWA UTILITIES BOARD

**ORIGINAL TARIFF NO. 1**

RECEIVED  
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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

**14.07 GAS SERVICE AGREEMENT – SEASONAL**

C

**GAS SERVICE AGREEMENT**

Account No. \_\_\_\_\_

N  
N

**THIS GAS SERVICE AGREEMENT** (the "Agreement"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **INTERSTATE POWER AND LIGHT COMPANY**, an Iowa Corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa 52401 ("Company"), and \_\_\_\_\_ a \_\_\_\_\_ with principal offices at \_\_\_\_\_ ("Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

N

**RECITALS:**

N

**WHEREAS**, the Company is engaged in the distribution of natural gas; and

N

**WHEREAS**, the Customer is the owner of the premises generally known as \_\_\_\_\_, located at \_\_\_\_\_, in \_\_\_\_\_ County in the State of Iowa (the "Site"), and whereas further, the Customer operates certain equipment now installed or to be installed at the Site by Customer;

N

**WHEREAS**, the Company desires to sell natural gas service at the Site, and the Customer desires to have natural gas available at the Site ("Gas Service"); and

N

**WHEREAS**, the Customer requires seasonal usage and requests an extension of facilities, with such extension costing in excess of \$15,000.

N

**NOW THEREFORE**, for and in consideration of the foregoing recitals; the promises, terms and conditions set forth in this Agreement; and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

N

**AGREEMENT**

N

1. **AGREEMENT TO SELL AND PURCHASE.** The Company agrees to sell and furnish Gas Service to the Customer at the Site and the Customer agrees to purchase and receive from the Company Gas Service upon the terms and conditions hereinafter provided.

N

2. **SERVICE CHARACTERISTICS.**

N

a. The Company will furnish Gas Service to the Customer through one meter location in accordance with the Supply Information set forth in Exhibit A.

N

b. Company shall deliver gas to Customer at the point of delivery directly from its \_\_\_\_\_ pressure (nominal \_\_\_\_\_ psig.) distribution system. Such delivery will be at such varying pressures as may exist under operating conditions at the point of delivery, but shall not be less than \_\_\_\_\_ psig. so far as practicable. Customer will install, operate and maintain at Customer's expense such pressure regulating devices as may be required for utilization of gas as delivered.

N

c. The Contract Demand as set out on Exhibit A, if applicable, may be increased or decreased solely by mutual written agreement. A separate service agreement shall be required for additional meter location(s).

N

D

Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

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FIRST REVISED SHEET NO. 276  
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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.07 GAS SERVICE AGREEMENT - SEASONAL (continued)**

- d. The Customer agrees to use the Gas Service as stated herein. N
- e. The Customer chooses / does not choose (circle one) Interruptible Service. If Customer elects Interruptible Service, the terms and conditions of such service shall be in accordance with Exhibits B and C to this Agreement. N

**3. SERVICE CONDITION AND REQUIREMENTS.**

- a. Customer will take from the Company, through one point of delivery, Gas Service for all energy requirements at the Site, and it will observe the rules and regulations of the Company pertaining to Gas Service. If any portion of the Gas Service is classified as Interruptible, the terms of such service shall be in accordance with Exhibit B. N
- b. It is understood that Company can only deliver gas of such quality and characteristics as it receives from its pipeline supplier and/or transporter and that Company shall be under no liability to Customer for delivering gas of different specifications than those authorized by FERC for delivery by that supplier. The gas delivered hereunder by Company will have added to it an odorant of a type and in an amount determined by Company to meet its own safety requirements and those established by any regulatory body having jurisdiction. The gas delivered hereunder by Company will have mixed with it quantities of a propane-air mixture at such times and in such amounts as determined by the Company to best utilize alternate sources of supply on an economic basis, but in no event shall the BTU content of such mixture of gases be less than the BTU content of the gas provided by supplier N
- c. The unit of volume for deliveries hereunder shall be as specified in the designated rate schedule. N
- d. The average total heating value per cubic foot of the gas delivered hereunder shall be the heating value of the gas as delivered to the Company by supplier, as determined by supplier pursuant to its FERC Gas Tariff applicable to Company's purchases. N
- e. The total quantity delivered to Customer hereunder shall be the quantity determined by Company's meter as adjusted pursuant to attached rate schedule, and the Company's standards for service. N
- f. Title to the natural gas shall pass to Customer at the point of delivery hereinbefore defined, and thereafter Company shall have no responsibility or liability in relation thereto. N
- g. It is understood by the Customer that, if at any future time it should elect to accept gas service under some other available natural gas service rate, any expense brought about by necessary changes on the Site shall be borne by the Customer. N
- h. The Gas Service furnished under this Agreement includes only that which is incidental to the Customer and no part of the said Gas Service shall be sold by the Customer to any other third party. Customer agrees to use Gas Service only as herein stated. N

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

C  
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D

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

FIRST REVISED SHEET NO. 277  
CANCELLING ORIGINAL SHEET NO. 277

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**GENERAL RULES AND REGULATIONS**  
**FOR GAS SERVICE**  
**FORMS AND AGREEMENTS**

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**14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)**

C

**4. RATES AND BILLING.**

N

a. The Company shall sell and furnish Gas Service and the Customer shall purchase and use and pay for such service in accordance with the terms and conditions of this Agreement and pursuant to the terms set forth in the Applicable Rate Schedules(s) specified in Exhibit A or such applicable rate schedule as hereafter at any time may be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction.

N

b. Notwithstanding any other provision of this Agreement, all rates and charges contained in this Agreement may be modified at any time by a subsequent filing made pursuant to the provisions of Iowa Code Chapter 476 or a ruling by the Iowa Utilities Board.

N

c. In the event facilities are extended by the Company to provide service, after the second full year of service, the Customer's billings for the second year of service will be reviewed to determine base revenue (total rate schedule charges, less charges applicable to energy efficiency programs and cost of gas supply). If Customer was billed less than the minimum annual base revenue (facility investment divided by three), required to support the \$ \_\_\_\_\_ of facility extension (total facility extension investment less any initial advance or contribution), Customer will be assessed an advance or contribution, supplemental to any previous advance or contribution, to reduce the investment in the facility extension to the level supported by Customer's second-year base revenue. Notwithstanding the foregoing, in the event Company and Customer enter into a take or pay or contribution in aid of construction agreement for the extension of any facilities, the provisions of any such take or pay or contribution in aid of construction agreement shall be controlling in the event of a conflict with this Agreement.

N

d. The Company shall issue an invoice or bill to Customer for all amounts due and owing under this Agreement. All bills are due and payable upon presentation. Late payment charges apply under the terms of Company's Rules and Regulations as they now exist or may hereafter be modified.

N

5. **STANDARDS.** The Gas Service shall be supplied for Customer's use subject to the Gas Service Standards of Company on file with the appropriate regulatory body having jurisdiction as they now exist or may hereafter be changed. It is expressly understood that this Agreement is subject to the authority of any regulatory body having jurisdiction over the Parties and the subject matter of this Agreement.

N

**6. LIMITATION OF LIABILITY.**

N

a. The Company agrees to use commercially reasonable efforts in the performance of this Agreement. Notwithstanding the foregoing, **WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS OR DAMAGES SUFFERED BY THE CUSTOMER FOR ANY SERVICE INTERRUPTION, IRREGULARITIES OR ANY OTHER CAUSES OR ABNORMALITIES NOT CAUSED BY THE SOLE NEGLIGENCE OF THE COMPANY.**

N

b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL EITHER PARTY BE LIABLE**

N

D

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

FIRST REVISED SHEET NO. 278  
CANCELLING ORIGINAL SHEET NO. 278

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**GENERAL RULES AND REGULATIONS**  
**FOR GAS SERVICE**  
**FORMS AND AGREEMENTS**

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**14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)**

**TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF POWER, LOSS OF PRODUCT OR LOSS OF REVENUES, HOWEVER CAUSED.**

- C
- N
7. **FORCE MAJEURE.** Company shall not be deemed in breach of this Agreement or be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in the performance of its obligations under this Agreement due to any cause or circumstance beyond its control, including but not limited to strikes, riots, acts of God, or accidents; provided, however, that Company shall in good faith use such effort as is reasonable under all the circumstances known to Company at the time to remove or remedy the cause and mitigate the damages. N
8. **COMPANY PROPERTY.** N
- a. The Customer shall be responsible for all damage to, misuse of, or loss of the Company's property located at the Site unless caused by the sole negligence of the Company. The Customer shall not authorize any person to change, remove or tamper with the Company's property. N
- b. Any and all equipment, apparatus and devices placed or installed by the Company on or in the Site shall be and remain the property of the Company, regardless of the mode or manner of annexation or attachment to real property. N
9. **CUSTOMER PROPERTY.** The Customer shall be solely responsible for the design, installation, maintenance and safety of any and all Customer supplied facilities or equipment. The Customer shall provide and maintain the necessary protection equipment to protect its own facilities from harm from any electrical cause as well as to protect the Company's equipment and employees, agents, contractors, and subcontractors from any damages, interruption of service, or faulty service due to faults or operations of the Customer's equipment. N
10. **RIGHTS OF WAY AND ACCESS.** The Customer hereby authorizes agents of the Company to enter the Site at all times for any purpose incidental to the supplying of Gas Service, including but not limited to, inspecting the Site equipment and connections; repairing, replacing or removing Company property, or tree trimming and/or removal. N
11. **INDEMNIFICATION.** The Customer shall hold the Company harmless for any damage to persons or property arising out of the use upon the Customer's Site of the Gas Service furnished to it by the Company. Nothing herein contained shall be construed as relieving the Company from any liability to its own employees while upon the Site of the Customer in the performance of their duty and by the direction of the Company, or as relieving the Company from any liability to the Customer due to the provider's act of negligence. N
12. **TERM.** This Agreement shall continue for a period of (3) three years commencing , 20 , and ending , 20 , and thereafter may be terminated by either Party giving to the other written notice at least ninety (90) days prior to the date upon which it desires to terminate the same; whereupon this Agreement shall terminate on said date. N

D

Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
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**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

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(RPU-2012-0002)

FIRST REVISED SHEET NO. 279  
CANCELLING ORIGINAL SHEET NO. 279

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)**

C

13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign this Agreement except upon the written consent of the Company, which consent shall not be unreasonably withheld.

N

14. **AMENDMENTS.** This Agreement may only be amended by a written amendment executed by both Parties.

N

15. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Agreement. Venue shall lie in Linn County, Iowa. Any dispute not settled by the management of the Parties shall be settled by arbitration in accordance with Iowa Code Chapter 679A.

N

16. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.

N

17. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

N

**18. COMMUNICATION BETWEEN THE PARTIES.**

N

All communications related to this Agreement will be to the persons listed below:

N

**CUSTOMER:**

Name:  
Attention:  
Address:  
Address:

N  
N  
N  
N  
N

**COMPANY:**

**INTERSTATE POWER AND LIGHT COMPANY**  
Attention:  
Address:  
Address:

N  
N  
N  
N  
N

19. **SURVIVAL.** The clauses of this Agreement which are, by their nature, intended to survive termination of this Agreement shall survive, notwithstanding any termination of this Agreement, in full or in part, but specifically Articles 6, 9 and 11.

N

20. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Agreement or as affecting the true meaning of the provisions herein.

N

21. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Agreement. An

N

D

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

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December 11, 2012

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(RPU-2012-0002)

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**GENERAL RULES AND REGULATIONS**  
**FOR GAS SERVICE**  
**FORMS AND AGREEMENTS**

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**14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)**

electronic (PDF) or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

22. **CONTRACT DOCUMENTS.** This Agreement represents the complete understanding of the Parties and shall govern over all other documents and oral representations making all other representations of the Parties null and void. The terms and conditions of this Agreement shall govern the following documents, and shall control over any conflicting term or condition found therein. The following documents are part of this Agreement

- EXHIBIT A
- EXHIBIT B      INTERRUPTIBLE SERVICE TERMS AND CONDITIONS
- EXHIBIT C      GAS DATA AGREEMENT

**IN WITNESS WHEREOF**, the Parties hereunder have caused these presents to be executed as of the day and year first above written.

**INTERSTATE POWER AND LIGHT COMPANY**  
(Company)

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
(Customer)

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_  
Name: \_\_\_\_\_

Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
 Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

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**GENERAL RULES AND REGULATIONS  
 FOR GAS SERVICE  
 FORMS AND AGREEMENTS**

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**14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)**

C

**EXHIBIT A**

N

**TO AGREEMENT DATED \_\_\_\_\_  
 BY AND BETWEEN  
 INTERSTATE POWER AND LIGHT COMPANY AND  
 \_\_\_\_\_**

N

N

N

1. The “applicable Pipeline” is \_\_\_\_\_

N

2. Point of Receipt by COMPANY \_\_\_\_\_

N

3. Point of Delivery to Customer - Meter outlet

N

4. a. Advance or contribution to extension of facilities (before any applicable tax gross-up).  
 \$\_\_\_\_\_

N

(Based upon expected annual base revenue of \$\_\_\_\_\_ - total rate schedule charges, less charges applicable to energy efficiency programs and cost of gas supply – times three, or \$\_\_\_\_\_, and extension investment of \$\_\_\_\_\_.

N

b. Advance contribution with applicable tax gross-up \$\_\_\_\_\_.

N

5. Account No.(s) \_\_\_\_\_

N

6. Meter No.(s) \_\_\_\_\_

N

7. Firm/Interruptible Service (choose one) \_\_\_\_\_

N

**SUPPLY INFORMATION**

N

Maximum Hourly  
 Volumes (Dth)\*

N

Maximum, Daily  
 Volumes ( Dth)\*

N

Contract Demand  
 Daily (Dth)\*

N

Applicable  
 Rate Schedule

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

\*or other applicable unit of measures as may be set forth in the Company’s tariff on file with the Iowa Utilities Board or other such applicable regulatory body.

N

D

Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)**

C

**EXHIBIT B  
TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_**

N  
N  
N  
N  
N

**INTERRUPTIBLE SERVICE TERMS AND CONDITIONS**

N

1. If any portion of the Gas Service is classified as Interruptible, Customer acknowledges that delivery of such Gas Service is subject to curtailment. Customer agrees to curtail use of gas hereunder to the extent and for the periods requested by Company. Company shall not be liable to Customer in any way whatsoever as a result of such action. N
2. Company agrees to use commercially reasonable efforts to minimize the total intentional interruptions to be called each load year. Notwithstanding the foregoing, **COMPANY MAKES NO REPRESENTATION, GUARANTEE OR OTHER WARRANTY REGARDING THE MINIMUM NUMBER OF SUCH CURTAILMENTS NOR THE LENGTH OF EACH SUCH CURTAILMENT.** N
3. Company agrees to use commercially reasonable efforts to give customer two (2) hours' notice before curtailment. Customer acknowledges that two (2) hours' notice may not be feasible in every situation. Customer represents and expressly agrees that regardless of the extent of the notice period, upon notice by the Company, Customer shall curtail or discontinue the use of gas as directed by the Company. N
4. Failure on the part of the Customer to comply with the foregoing directive to curtail shall be cause for Company to shut off the entire gas supply to the Customer, and further shall be cause for immediate cancellation of the Agreement. **COMPANY SHALL NOT BE LIABLE TO CUSTOMER IN ANY WAY WHATSOEVER (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) AS A RESULT OF SUCH ACTION.** N
5. All volumes of gas taken by the Customer on each and every billing day during an ordered curtailment period shall be paid by Customer, in accordance with the Applicable Rate Schedule(s) specified in Exhibit A or such applicable rate schedule as hereafter at any time may be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction. A billing day is defined as the 24 consecutive hour period considered a day by the pipeline company from which the COMPANY receives the Customer's gas supply. N
6. Customer agrees to execute the Gas Data Agreement, attached hereto as Exhibit C. N

D

---

Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
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**ORIGINAL TARIFF NO. 1**

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ORIGINAL SHEET NO. 283

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)**

**EXHIBIT C  
TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_**

**GAS DATA AGREEMENT**

This Gas Data Agreement ("Data Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa ("Company"), and \_\_\_\_\_ a \_\_\_\_\_ with principal offices at \_\_\_\_\_ (hereinafter referred to as "Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

**WHEREAS**, the Company owns and operates a gas data collection computer system and data equipment (hereinafter "System") which compiles data on a daily basis concerning natural gas usage by Customer; and

**WHEREAS**, Customer is interested in obtaining data relating to Customer's daily natural gas usage from the System; and

**WHEREAS**, Company is willing to grant Customer this data in accordance with the following terms and conditions;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. **TERM.** This Data Agreement shall become effective as of the \_\_\_\_\_, and shall remain in force until terminated by either Party giving the other not less than thirty (30) days prior written notice of termination.
2. **SERVICES.** Company will make the usage data available to Customer upon execution of this Data Agreement. Customer may designate in writing to Company an authorized agent or agents to receive the Customer's natural gas usage information. Said agents will be required to sign a Data Agreement.  
  
At Customer's option, IPL will provide the usage data in either electronic or hardcopy format.
3. **PROPRIETARY RIGHTS.** Customer acknowledges that the System is proprietary to the Company and the Company retains all rights and ownership in the System and all output therefrom.
4. **WARRANTY.**
  - a. The Parties agree that the Company has made reasonable efforts to ensure that the usage data provided through the System is accurate and complete. However, Customer acknowledges that, as with any electronic system, the System is subject to interruptions, failures and data corruption. Customer acknowledges that the Company is not responsible for the adequacy or accuracy of the data or for any interruption or failures of the System.

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
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(RPU-2012-0002)

ORIGINAL SHEET NO. 284

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)**

- b. **THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ADEQUACY OR ACCURACY OF THE DATA, OR THE CONDITION OR PERFORMANCE OF THE EQUIPMENT OR FACILITIES WHICH SUPPORT THE SYSTEM AND SPECIFICALLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. **LIMITATION OF LIABILITY.**
- a. Customer agrees to indemnify, hold harmless and defend the Company, and its employees and agents, from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, losses, suits, causes of action, and the costs, damages, losses, and expenses incident thereto (including, without limitation, cost of defense, settlement and reasonable attorneys' fees) and all other liabilities of any nature whatsoever, which Company, or its employees and agents, may incur, become responsible for or pay out, arising directly or indirectly from Customer's use of data provided by the System.
- b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CUSTOMER'S USE OF THE DATA, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES.**
6. **SUCCESSORS AND ASSIGNS.** This Data Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign this Data Agreement except upon the written consent of the Company, which such consent shall not be unreasonably withheld.
7. **AMENDMENTS.** This Data Agreement may only be amended by a written amendment executed by both Parties.
8. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Data Agreement. Venue shall lie in Linn County, Iowa.
9. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Data Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.
10. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Data Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
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December 11, 2012

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(RPU-2012-0002)

ORIGINAL SHEET NO. 285

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)**

11. **SURVIVAL.** The clauses of this Data Agreement which are, by their nature, intended to survive termination of this Data Agreement shall survive, notwithstanding any termination of this Data Agreement, in full or in part, but specifically Articles 3, 4 and 5.
12. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Data Agreement or as affecting the true meaning of the provisions herein.
13. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Data Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Data Agreement. An electronic (PDF) or facsimile copy of the executed Data Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

This Data Agreement shall not be deemed to modify or amend any service. In witness whereof, the Parties hereunder have caused this Data Agreement to be executed as of the day and year first above written.

Interstate Power and Light Company (Company)

By \_\_\_\_\_

Title

Name

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
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December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 286

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.08 GAS FACILITIES EXTENSION AGREEMENT**

**GAS FACILITIES EXTENSION AGREEMENT (ADVANCE)**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between  
**Interstate Power and Light Company**, hereinafter called the Company, and  
\_\_\_\_\_, hereinafter called  
the Customer/Developer.

**WITNESSETH:**

WHEREAS, the Company is engaged in the distribution of gas in the City of \_\_\_\_\_, Iowa;  
and WHEREAS, the Customer/Developer is the owner of the following legally described premises:  
\_\_\_\_\_, Iowa, as shown on the  
map attached hereto (marked Exhibit A) and made a part hereof;

WHEREAS, the Company desires to sell natural gas to the ultimate owners or occupants of the  
residences, or other buildings being built or installed on said premises, and the Customer/Developer  
desires to have natural gas available for such residences or other buildings to be used for heating,  
water heating, cooking and other uses, hereinafter called gas service.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. The Company agrees to construct, install, maintain and operate natural gas facilities to serve said premises; upon application for gas service made by the owner or occupant of each such building.
2. The Customer/Developer agrees to advance to the Company the estimated cost of construction of gas facilities, as set out in Exhibit B, attached, and the Company agrees to refund to the Customer/Developer the cost of installing the facilities, as set forth in Paragraph 4 below.
3. For the purpose of this agreement, the Company's estimated cost and the Customer/Developer advance for this gas extension are shown on Exhibit B.
4. The Customer/Developer agrees to advance \$\_\_\_\_\_ to the Company payable prior to the commencement of construction. Upon acceptance by the Company of each application for gas service by Customer/Developers along the extensions contemplated herein, the Company shall refund Customer/Developer's advances in accordance with the Company's Gas Tariff Extension policy on file with the Iowa Utilities Board. The Company shall not be obligated to refund more than the original amount advanced and the refunds shall be without interest.

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
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**ORIGINAL TARIFF NO. 1**

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TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 287

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.08 GAS FACILITIES EXTENSION AGREEMENT (continued)**

5. The obligation of the Company to make refund to the Customer/Developers shall be null and void after the expiration of ten (10) years from the date of this agreement, and any and all monies remaining unrefunded in the hands of the Company shall then become the sole property of the Company.

6. The Customer/Developer agrees to furnish at his own expense all necessary easements and permits required for the installation of said gas main, and the Customer/Developer and the Company will cooperate so that said construction and installation can be accomplished in the most economical manner.

7. Title to all gas facilities installed pursuant to this agreement shall be in the Company.

8. Applications for gas service referred to above shall be subject to and pursuant to applicable rules and regulations of the Company effective at the date of said applications with respect to the availability of natural gas and the rates and charges for same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**INTERSTATE POWER & LIGHT COMPANY**

By \_\_\_\_\_

Title \_\_\_\_\_

**CUSTOMER/DEVELOPER**

By \_\_\_\_\_

Title \_\_\_\_\_

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
 Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
 December 11, 2012

TF-2012-0657  
 (RPU-2012-0002)

ORIGINAL SHEET NO. 288

**GENERAL RULES AND REGULATIONS  
 FOR GAS SERVICE  
 FORMS AND AGREEMENTS**

**14.08 GAS FACILITIES EXTENSION AGREEMENT (continued)**

**EXHIBIT "B" TO ATTACHED  
 GAS FACILITIES EXTENSION AGREEMENT**

The gas main extension contemplated herein consists of:

<u>Length</u>	<u>Type</u>	<u>Cost (avg. historical) Per Foot Installed</u>		
___ Feet	1/4" or smaller	Mill Wrapped x	\$ _____	=
___ Feet	2"	Mill Wrapped x	\$ _____	=
___ Feet	4"	Mill Wrapped x	\$ _____	=
___ Feet	1-1/4" or smaller	Plastic x	\$ _____	=
___ Feet	2"	Plastic x	\$ _____	=
___ Feet	4"	Plastic x	\$ _____	=
		Gross Estimated Extension Cost		=\$ _____
		Less Contributed Services		=\$ _____
		Net Estimated Extension Cost		=\$ _____
		Current Extension Cost*		=\$ _____

<u>Revenue per Dekatherm</u>	<u>Net Difference</u>
<u>Customer Class</u>	<u>Per Dekatherm</u>
( ) Small Firm	\$ _____
( ) Residential	
( ) Non-residential Interruptible	
( ) Small	
( ) Large	

Estimated annual consumption of \_\_\_\_\_ Dekatherm x \_\_\_\_\_

"immediate potential" Customers\*\* = \_\_\_\_\_ Dekatherm x \_\_\_\_\_

Net Difference per Dekatherm x 6 (or 3 for Mason City and Clinton) = \$ \_\_\_\_\_

Extension Credit.

Extension Cost \$ \_\_\_\_\_  
 minus Extension Credit \$ \_\_\_\_\_  
 Multiplied by (income tax factor) \_\_\_\_\_  
 Equals Contribution required \$ \_\_\_\_\_

\* Use this amount if less than net estimated extension cost figures which are based upon an historical average.

\*\* If there are no "immediate potential" customers then use zero (0).

Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 289

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.09 GAS FACILITIES EXTENSION AGREEMENT – CONTRIBUTION**

**GAS FACILITIES EXTENSION AGREEMENT**  
Contribution in Aid of Construction

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Interstate Power and Light Company, hereinafter called the Company, and \_\_\_\_\_, hereinafter called the Customer.

WITNESSETH:

WHEREAS, the Company is engaged in the distribution of natural gas; and  
WHEREAS, the Customer is the owner of the following legally described premises:

\_\_\_\_\_  
\_\_\_\_\_, Iowa, as shown on the map attached hereto (marked Exhibit A) and made a part hereof;

WHEREAS, the Company desires to sell natural gas to the ultimate owners or occupants of the residences, businesses, farms, or other buildings on said premises, and the Customer desires to have natural gas available for such residences or other buildings to be used for heating, water heating, cooking and other uses, hereinafter called gas service.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Company agrees to construct, install, maintain and operate natural gas facilities to serve said premises; upon application for gas service made by the owner or occupant of each such building.
2. The Customer agrees to contribute \$ \_\_\_\_\_ including \$ \_\_\_\_\_ for income taxes, to the Company for the estimated cost of construction of gas facilities, less credits, as set out in Exhibit B, attached.
3. The Customer agrees to furnish at his or her own expense all necessary easements and permits required for the installation of said gas main, and the Customer and the Company will cooperate so that said construction and installation can be accomplished in the most economical manner.
4. Title to all gas facilities installed pursuant to this agreement shall be in the Company.
5. Applications for gas service referred to above shall be subject to and pursuant to applicable rules and regulations of the company effective at the date of said applications with respect to the availability of natural gas and the rates and charges for same.

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 290

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.09 GAS FACILITIES EXTENSION AGREEMENT - CONTRIBUTION (continued)**

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**INTERSTATE POWER & LIGHT COMPANY**

By \_\_\_\_\_

Title \_\_\_\_\_

**CUSTOMER**

By \_\_\_\_\_

Title \_\_\_\_\_

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
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TF-2012-0657  
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ORIGINAL SHEET NO. 291

**GENERAL RULES AND REGULATIONS  
 FOR GAS SERVICE  
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**14.09 GAS FACILITIES EXTENSION AGREEMENT-CONTRIBUTION (continued)**

**EXHIBIT "B" TO ATTACHED  
 GAS FACILITIES EXTENSION AGREEMENT  
 (Contribution In Aid of Construction)**

The gas main extension contemplated herein consists of:

<u>Length</u>	<u>Type</u>	<u>Cost (avg. historical)</u>			
		<u>Per Foot Installed</u>			
___ Feet	1/4" or smaller	Mill Wrapped	x	\$ _____	=
___ Feet	2"	Mill Wrapped	x	\$ _____	=
___ Feet	4"	Mill Wrapped	x	\$ _____	=
___ Feet	1-1/4" or smaller	Plastic	x	\$ _____	=
___ Feet	2"	Plastic	x	\$ _____	=
___ Feet	4"	Plastic	x	\$ _____	=

Gross Estimated Extension Cost = \$ \_\_\_\_\_  
 Less Contributed Services = \$ \_\_\_\_\_  
 Net Estimated Extension Cost = \$ \_\_\_\_\_  
 Current Extension Cost\* = \$ \_\_\_\_\_

Revenue Per Dekatherm  
Customer Class  
 ( ) Small Firm  
 ( ) Residential  
 ( ) Non-residential Interruptible  
 ( ) Small  
 ( ) Large

Net Difference  
Per Dekatherm  
 \$ \_\_\_\_\_

Estimated annual consumption of \_\_\_\_\_ Dekatherm x \_\_\_\_\_  
 "immediate potential" Customers \*\* = \_\_\_\_\_ Dekatherm x \_\_\_\_\_

Net Difference per Dekatherm x 6 (or 3 for Mason City and Clinton) = \$ \_\_\_\_\_ Extension Credit.

Extension Cost \$ \_\_\_\_\_  
 minus Extension Credit \$ \_\_\_\_\_  
 Multiplied by (income tax factor) \_\_\_\_\_  
 Equals Contribution required \$ \_\_\_\_\_

\* Use this amount if less than net estimated extension cost figures which are based upon an historical average.

\*\* If there are no "immediate potential" customers then use 0 (zero).

Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
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December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 292

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.10 GAS TRANSPORTATION AGREEMENT**



**NATURAL GAS TRANSPORTATION  
AGREEMENT  
INTERSTATE POWER AND LIGHT COMPANY**

Account No.

This Natural Gas Transportation Agreement (the "Agreement") is made this day of , 20 by and between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa ("Company"), and , a with principal offices at , ("Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

**RECITALS:**

**WHEREAS**, the Company is engaged in the distribution and transportation of natural gas; and

**WHEREAS**, the Customer is the owner of the premises generally known as , located at , in County in the State of Iowa, (the "Site") and whereas further, Customer purchases and/or owns certain Customer-owned natural gas ("Customer Owned Gas"); and

**WHEREAS**, the Company desires to transport Customer Owned Gas to the Site, and the Customer desires to have such Customer Owned Gas transported to the Site ("Transportation Service");

**NOW THEREFORE**, for and in consideration of the foregoing recitals; the promises, terms and conditions set forth in this Agreement; and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

**AGREEMENT:**

1. **AGREEMENT TO FURNISH AND PURCHASE.** The Company agrees to furnish Transportation Service to the Customer at the Site and the Customer agrees to purchase and receive from the Company such Transportation Service upon the terms and conditions hereinafter provided.
2. **SERVICE CHARACTERISTICS.**
  - a. The Company will furnish Transportation Service to the Customer through one meter location in accordance with the Supply Information set forth in Exhibit A.
  - b. Customer agrees to use the gas and corresponding Transportation Service as stated herein. The Customer, or its agent, shall provide the Company nominations in a format requested by the Company.
  - c. The gas furnished hereunder is interruptible gas and delivery thereof is subject to curtailment. Customer agrees to curtail use of gas hereunder to the extent and for the periods requested by Company.

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 293

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
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**14.10 GAS TRANSPORTATION AGREEMENT (continued)**

- d. Pursuant to 199 IAC 19.13(6), Company hereby notifies Customer of the risks to Customer associated with transportation of Customer Owned Gas which are set forth on Exhibit C to this Agreement. The risks disclosed on Exhibit C are those reasonably known to Company at the time this contract is executed by Company.

**3. SERVICE CONDITION AND REQUIREMENTS.**

- a. Company reserves the right to curtail or discontinue transporting Customer Owned Gas upon two (2) hours' notice by Company due to constraints on Company's system. A penalty shall be charged for quantities of gas taken during periods of curtailment in accordance with the Price Schedule(s) set forth in Exhibit A. Failure to comply with the directive to curtail due to constraints on Company's system shall be cause for Company to shut off the entire gas supply to Customer and further shall be cause for immediate cancellation of this Agreement. **COMPANY SHALL NOT BE LIABLE TO CUSTOMER IN ANY WAY WHATSOEVER (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) AS A RESULT OF SUCH ACTION.** Customer Owned Gas shall not be interrupted due to curtailment of Company's system supply by its pipeline supplier.
- b. Transportation Service shall be provided through a Company owned and maintained meter with telemetering or other automated meter reading capabilities installed. Customer shall provide, install and maintain a weatherproof dedicated two-way telephone line, electrical service and electrical outlet with appropriate grounding for telemetering equipment. If the Customer fails to provide phone and/or electrical service that meet Company requirements, the Company reserves to right to curtail or discontinue transporting Customer Owned Gas. Any cost incurred by the Company related to the failure of the Customer to provide these services shall be billed to the Customer.

**4. RATES AND BILLING.**

- a. The Company shall sell and furnish Transportation Service and the Customer shall use, purchase and pay for such Transportation Service in accordance with the terms and conditions of this Agreement and pursuant to the terms set forth in the Price Schedule(s) specified in Exhibit A, or such other applicable price schedules as may hereafter at any time be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction.
- b. In addition, Customer shall be responsible for all costs incurred by Company in procurement of pipeline services on the Customer's behalf.
- c. Notwithstanding any other provision of this Agreement, all rates and charges contained in this Agreement may be modified at any time by a subsequent filing made pursuant to the provisions of Iowa Code Chapter 476 or a ruling by the Iowa Utilities Board.
- d. The Company shall issue an invoice or bill to Customer for all amounts due and owing under this Agreement. All bills are due and payable upon presentation. Late payment charges apply under the terms of Company's Rules and Regulations as they now exist or may hereafter be modified.

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

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(RPU-2012-0002)

ORIGINAL SHEET NO. 294

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.10 GAS TRANSPORTATION AGREEMENT (continued)**

5. **STANDARDS.** The Transportation Service shall be supplied for Customer's use subject Rules and Regulations of Company on file with the appropriate regulatory body having jurisdiction over the Parties and the subject matter of this Agreement, as they now exist or may hereafter be changed. It is expressly understood that this Agreement is subject to the authority of any regulatory body having jurisdiction over the Parties and the subject matter of this Agreement.
6. **LIMITATION OF LIABILITY.**
- a. The Company will use commercially reasonable efforts in the performance of this Agreement. **WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS OR DAMAGES SUFFERED BY THE CUSTOMER FOR ANY SERVICE INTERRUPTION, IRREGULARITIES OR ANY OTHER CAUSES OR ABNORMALITIES NOT CAUSED BY THE SOLE NEGLIGENCE OF THE COMPANY.**
- b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF POWER, LOSS OF PRODUCT OR LOSS OF REVENUES, HOWEVER CAUSED.**
7. **FORCE MAJEURE.** Company shall not be deemed in breach of this Agreement or be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in the performance of its obligations under this Agreement due to any cause or circumstance beyond its control, including but not limited to strikes, riots, acts of God, or accidents; provided, however, that Company shall in good faith use such effort as is reasonable under all the circumstances known to Company at the time to remove or remedy the cause and mitigate the damages.
8. **COMPANY PROPERTY.**
- a. The Customer shall be responsible for all damage to, misuse of, or loss of the Company's property located at the Site unless caused by the sole negligence of the Company. The Customer shall not authorize any person to change, remove or tamper with the Company's property.
- b. Any and all equipment, apparatus and devices placed or installed by the Company on or in the Site shall be and remain the property of the Company, regardless of the mode or manner of annexation or attachment to real property.
9. **CUSTOMER PROPERTY.** The Customer shall be solely responsible for the design, installation, maintenance and safety of any and all Customer supplied facilities or equipment. The Customer shall provide and maintain the necessary protection equipment to protect its own facilities from harm from any electrical cause as well as to protect the Company's equipment and employees, agents, contractors, and subcontractors from any damages, interruption of service, or faulty service due to faults or operations of the Customer's equipment.

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

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December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 295

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.10 GAS TRANSPORTATION AGREEMENT (continued)**

10. **RIGHTS OF WAY AND ACCESS.** The Customer hereby authorizes agents of the Company to enter the Site at all times for any purpose incidental to the supplying of Transportation Service, including but not limited to, inspecting the Site equipment and connections; repairing, replacing or removing Company property, or tree trimming and/or removal.
11. **INDEMNIFICATION.** The Customer shall hold the Company harmless for any damage to persons or property arising out of the use upon the Customer's Site of the Transportation Service furnished to it by the Company. Nothing herein contained shall be construed as relieving the Company from any liability to its own employees while upon the Site of the Customer in the performance of their duty and by the direction of the Company, or as relieving the Company from any liability to the Customer due to the provider's act of negligence.
12. **TERM.** This Agreement shall continue for a period of one (1) year commencing \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_, and thereafter, and may be terminated by either Party giving to the other written notice at least ninety (90) days prior to the date upon which it desires to terminate the same; whereupon this Agreement shall terminate on said date. All contracts, agreements and understandings between the Parties hereto, whether oral or written, pertaining to the subject matter hereof, heretofore made and entered into, shall hereby become null and void and of no further force and effect whatsoever.
13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign this Agreement except upon the written consent of the Company, which consent shall not be unreasonably withheld.
14. **AMENDMENTS.** This Agreement may only be amended by a written amendment executed by both Parties.
15. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Agreement. Venue shall lie in Linn County, Iowa. Any dispute not settled by the management of the Parties shall be settled by arbitration in accordance with Iowa Code Chapter 679A.
16. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.
17. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

**18. COMMUNICATION BETWEEN THE PARTIES.**

All communications related to this Agreement will be to the persons listed below:

**CUSTOMER:**

Name:  
Attention:  
Address:  
Address:

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.10 GAS TRANSPORTATION AGREEMENT (continued)**

**COMPANY:**

Name: **INTERSTATE POWER AND LIGHT COMPANY**  
Attention:  
Address:  
Address:

19. **SURVIVAL.** The clauses of this Agreement which are, by their nature, intended to survive termination of this Agreement shall survive, notwithstanding any termination of this Agreement, in full or in part, including but not limited to Articles 6, 9 and 11.
20. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Agreement or as affecting the true meaning of the provisions herein.
21. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Agreement. An electronic (PDF) or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.
22. **CONTRACT DOCUMENTS.** This Agreement represents the complete understanding of the Parties and shall govern over all other documents and oral representations making all other representations of the Parties null and void. The terms and conditions of this Agreement shall govern the following documents, and shall control over any conflicting term or condition found therein. The following documents are part of this Agreement

EXHIBIT A  
EXHIBIT B      GAS TELEMETERING DATA AGREEMENT  
EXHIBIT C      RISKS ASSOCIATED WITH TRANSPORTATION OF CUSTOMER OWNED GAS

In witness whereof, the Parties hereunder have caused these presents to be executed as of the day and year first above written.

Interstate Power and Light Company  
(Company)

By \_\_\_\_\_  
Title \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_  
Title \_\_\_\_\_  
Name \_\_\_\_\_

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
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**GENERAL RULES AND REGULATIONS  
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**14.10 GAS TRANSPORTATION AGREEMENT (continued)**

**EXHIBIT A**

**TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_**

1. The Customer's interstate pipeline is \_\_\_\_\_
2. Point of Receipt by Company is \_\_\_\_\_
3. Point of Delivery to Customer is \_\_\_\_\_

Applicable Maximum Transportation Service Price Schedules	Maximum Daily Volumes (Dth)	Applicable Sales Service Price Schedule

Per Company's tariff, Company can charge Pipeline Demand/Reservation Charge to all new transportation Customers.

Account No(s) \_\_\_\_\_

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.10 GAS TRANSPORTATION AGREEMENT (continued)**

**EXHIBIT B  
TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_**

**GAS TELEMETERING DATA AGREEMENT**

This Gas Telemetering Data Agreement ("Data Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa ("Company"), and \_\_\_\_\_ a \_\_\_\_\_ with principal offices at \_\_\_\_\_, ("Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

**WHEREAS**, the Company owns and operates a gas telemetering computer system and data equipment ("System") which compiles data on a daily basis concerning natural gas usage by Customer; and

**WHEREAS**, Customer is interested in obtaining data relating to Customer's daily natural gas usage from the System; and

**WHEREAS**, Company is willing to grant Customer this data in accordance with the following terms and conditions;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. **TERM.** This Data Agreement shall become effective as of \_\_\_\_\_, and shall remain in force until terminated by either Party giving the other not less than thirty (30) days prior written notice of termination.
2. **SERVICES.** Company will make the usage data available to Customer upon execution of this Data Agreement. Customer may designate in writing to Company an authorized agent or agents to receive the Customer's natural gas usage information. Said agents will be required to sign a Gas Telemetering Data Agreement.

Customer will provide all computer hardware and software necessary to receive this usage information from the System.

3. **PROPRIETARY RIGHTS.** Customer acknowledges that the System is proprietary to the Company and the Company retains all rights and ownership in the System and all output therefrom. **Customer acknowledges that Customer will pay for all installation costs, monthly wireless phone charges and any time or materials needed for any trouble shooting or repairs going forward.**
4. **WARRANTY.**
  - a. The Parties agree that the Company has made reasonable efforts to ensure that the usage data provided through the System is accurate and complete. However, Customer acknowledges that, as with any electronic system, the System is subject to

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
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**GENERAL RULES AND REGULATIONS  
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**14.10 GAS TRANSPORTATION AGREEMENT (continued)**

interruptions, failures and data corruption. Customer acknowledges that the Company is not responsible for the adequacy or accuracy of the data or for any interruption or failures of the System.

- b. **THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ADEQUACY OR ACCURACY OF THE DATA, OR THE CONDITION OR PERFORMANCE OF THE EQUIPMENT OR FACILITIES WHICH SUPPORT THE SYSTEM AND SPECIFICALLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**5. LIMITATION OF LIABILITY.**

- a. Customer agrees to indemnify, hold harmless and defend the Company, and its employees and agents, from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, losses, suits, causes of action, and the costs, damages, losses, and expenses incident thereto (including, without limitation, cost of defense, settlement and reasonable attorneys' fees) and all other liabilities of any nature whatsoever, which Company, or its employees and agents, may incur, become responsible for or pay out, arising directly or indirectly from Customer's use of data provided by the System.

- b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CUSTOMER'S USE OF THE DATA, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES.**

6. **SUCCESSORS AND ASSIGNS.** This Data Agreement shall be binding upon and inure to the benefits of the Parties hereto, their successors and assigns. Customer shall not assign this Data Agreement except upon the written consent of the Company, which such consent shall not be unreasonably withheld.

7. **AMENDMENTS.** This Data Agreement may only be amended by a written amendment executed by both Parties.

8. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Data Agreement. Venue shall lie in Linn County, Iowa. Any dispute not settled by the management of the Parties shall be settled by arbitration in accordance with Iowa Code Chapter 679A.

9. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Data Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.

10. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Data Agreement or to exercise

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 300

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.10 GAS TRANSPORTATION AGREEMENT (continued)**

any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

11. **SURVIVAL.** The clauses of this Data Agreement which are, by their nature, intended to survive termination of this Data Agreement shall survive, notwithstanding any termination of this Data Agreement, including but not limited to Articles 3, 4 and 5.
12. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Data Agreement or as affecting the true meaning of the provisions herein.
13. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Data Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Data Agreement. An electronic (PDF) or facsimile copy of the executed Data Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

This Data Agreement shall not be deemed to modify or amend any service. In witness whereof, the Parties hereunder have caused these presents to be executed as of the day and year first above written.

Interstate Power and Light Company (Company)

By \_\_\_\_\_

Title

Name

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

---

Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
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ORIGINAL SHEET NO. 301

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.10 GAS TRANSPORTATION AGREEMENT (continued)**

**EXHIBIT C**  
**TO AGREEMENT DATED \_\_\_\_\_**  
**BY AND BETWEEN**  
**INTERSTATE POWER AND LIGHT COMPANY AND**  
**\_\_\_\_\_**

**RISKS ASSOCIATED WITH TRANSPORTATION OF CUSTOMER OWNED GAS**

Pursuant to 199 IAC 19.13(6), Company hereby notifies Customer of the risks to Customer associated with transportation of Customer Owned Gas. The risks disclosed are those reasonably known to Company at the time this contract is executed by Company. Customer is assumed by Company to be aware of all risks associated with Customer's purchase and transportation of gas prior to its delivery to Company at the Point of Receipt. This notice shall not be construed as limiting in any manner the risks assumed by Customer upon entering into this Contract. By signing this Contract, Customer acknowledges that it has been made aware of the risks disclosed and accepts those risks.

The risks associated of election without Company-supplied reserve are as follows:

- a. During the term of this Contract, Company has no obligation to maintain or secure any gas to sell to Customer for reserve or any other purpose.
- b. If, at any time, Customer desires to purchase sales service gas, Company shall only be obligated to provide such gas on an as-available basis pursuant to Company's tariff on file with the Iowa Utilities Board.
- c. Customer will be liable to Company for pipeline penalties which Company may incur as a result of incorrect, improper, or late transportation nominations provided to Company. Such penalties also apply to Customer's failure to properly nominate Company supplied reserves. Company reserves the right to reject improper nominations or those not made in a timely manner.
- d. If Customer uses gas from Company supplies in excess of the quantity of Customer Owned Gas transported, the gas will be provided only on an as-available basis and subject to penalty provisions, except where Customer has received prior written authorization from Company for limited excess use to be billed under the Company's tariff.
- e. Upon termination of this Contract, Company shall have no obligation to sell gas to the Customer. The right of Customer to buy gas or obtain transportation of Customer Owned Gas from Company after termination of this Contract shall be dependent on Company having or being able to secure adequate distribution capacity or supply at that time. The gas and the transportation of Customer Owned Gas shall be provided in accordance with Company's tariff.
- f. Other risks not specifically identified in this Exhibit C may arise from other provisions of the Agreement, the Company's tariff, and rules, regulations or orders of regulatory authorities.

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Date Issued: December 11, 2012

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By: Erik C. Madsen – Director, Regulatory Affairs

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**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 302

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL**



**NATURAL GAS TRANSPORTATION  
AGREEMENT  
INTERSTATE POWER AND LIGHT COMPANY**

Account No.

This Natural Gas Transportation Agreement (the "Agreement") is made this     day of     , 20     by and between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa ("Company"), and     , a     with principal offices at     ,     ("Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

**RECITALS:**

**WHEREAS**, the Company is engaged in the distribution and transportation of natural gas; and

**WHEREAS**, the Customer is the owner of the premises generally known as     , located at     , in     County in the State of Iowa, (the "Site") and whereas further, Customer purchases and/or owns certain Customer-owned natural gas ("Customer Owned Gas");

**WHEREAS**, the Company desires to transport Customer Owned Gas to the Site, and the Customer desires to have such Customer Owned Gas transported to the Site ("Transportation Service"); and

**WHEREAS**, the Customer requires seasonal usage and requests an extension of facilities, with such extension costing in excess of \$15,000.

**NOW THEREFORE**, for and in consideration of the foregoing recitals; the promises, terms and conditions set forth in this Agreement; and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

**AGREEMENT:**

1. **AGREEMENT TO FURNISH AND PURCHASE.** The Company agrees to furnish Transportation Service to the Customer at the Site and the Customer agrees to purchase and receive from the Company such Transportation Service upon the terms and conditions hereinafter provided.
2. **SERVICE CHARACTERISTICS.**
  - a. The Company will furnish Transportation Service to the Customer through one meter location in accordance with the Supply Information set forth in Exhibit A.
  - b. Customer agrees to use the gas and corresponding Transportation Service as stated herein. The Customer, or its agent, shall provide the Company nominations in a format requested by the Company.
  - c. The gas furnished hereunder is interruptible gas and delivery thereof is subject to curtailment. Customer agrees to curtail use of gas hereunder to the extent and for the periods requested by Company.

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
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**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 303

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)**

- d. Pursuant to 199 IAC 19.13(6), Company hereby notifies Customer of the risks to Customer associated with transportation of Customer Owned Gas which are set forth on Exhibit C to this Agreement. The risks disclosed on Exhibit C are those reasonably known to Company at the time this contract is executed by Company.

**3. SERVICE CONDITION AND REQUIREMENTS.**

- a. Company reserves the right to curtail or discontinue transporting Customer Owned Gas upon two (2) hours' notice by Company due to constraints on Company's system. A penalty shall be charged for quantities of gas taken during periods of curtailment in accordance with the Price Schedule(s) set forth in Exhibit A. Failure to comply with the directive to curtail due to constraints on Company's system shall be cause for Company to shut off the entire gas supply to Customer and further shall be cause for immediate cancellation of this Agreement. **COMPANY SHALL NOT BE LIABLE TO CUSTOMER IN ANY WAY WHATSOEVER (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) AS A RESULT OF SUCH ACTION.** Customer Owned Gas shall not be interrupted due to curtailment of Company's system supply by its pipeline supplier.
- b. Transportation Service shall be provided through a Company owned and maintained meter with telemetering or other automated meter reading capabilities installed. Customer shall provide, install and maintain a weatherproof dedicated two-way telephone line, electrical service and electrical outlet with appropriate grounding for telemetering equipment. If the Customer fails to provide phone and/or electrical service that meet Company requirements, the Company reserves to right to curtail or discontinue transporting Customer Owned Gas. Any cost incurred by the Company related to the failure of the Customer to provide these services shall be billed to the Customer.

**4. RATES AND BILLING.**

- a. The Company shall sell and furnish Transportation Service and the Customer shall use, purchase and pay for such Transportation Service in accordance with the terms and conditions of this Agreement and pursuant to the terms set forth in the Price Schedule(s) specified in Exhibit A, or such other applicable price schedules as may hereafter at any time be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction.
- b. In addition, Customer shall be responsible for all costs incurred by Company in procurement of pipeline services on the Customer's behalf.
- c. Notwithstanding any other provision of this Agreement, all rates and charges contained in this Agreement may be modified at any time by a subsequent filing made pursuant to the provisions of Iowa Code Chapter 476 or a ruling by the Iowa Utilities Board.
- d. In the event facilities are extended by the Company to provide Transportation Service, after the second full year of service, the Customer's billings for the second year of service will be reviewed to determine base revenue (total rate schedule charges, less charges applicable to energy efficiency programs and cost of gas supply). If Customer was billed less than the minimum annual base revenue (facility investment divided by

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
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**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 304

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)**

- three), required to support the \$ \_\_\_\_\_ of facility extension (total facility extension investment less any initial advance or contribution), Customer will be assessed an advance or contribution, supplemental to any previous advance or contribution, to reduce the investment in the facility extension to the level supported by Customer's second-year base revenue. Notwithstanding the foregoing, in the event Company and Customer enter into a take or pay or contribution in aid of construction agreement for the extension of any facilities, the provisions of any such take or pay or contribution in aid of construction agreement shall be controlling in the event of a conflict with this Agreement.
- e. The Company shall issue an invoice or bill to Customer for all amounts due and owing under this Agreement. All bills are due and payable upon presentation. Late payment charges apply under the terms of Company's Rules and Regulations as they now exist or may hereafter be modified.
5. **STANDARDS.** The Transportation Service shall be supplied for Customer's use subject Rules and Regulations of Company on file with the appropriate regulatory body having jurisdiction over the Parties and the subject matter of this Agreement, as they now exist or may hereafter be changed. It is expressly understood that this Agreement is subject to the authority of any regulatory body having jurisdiction over the Parties and the subject matter of this Agreement.
6. **LIMITATION OF LIABILITY.**
- a. The Company will use commercially reasonable efforts in the performance of this Agreement. **WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS OR DAMAGES SUFFERED BY THE CUSTOMER FOR ANY SERVICE INTERRUPTION, IRREGULARITIES OR ANY OTHER CAUSES OR ABNORMALITIES NOT CAUSED BY THE SOLE NEGLIGENCE OF THE COMPANY.**
- b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF POWER, LOSS OF PRODUCT OR LOSS OF REVENUES, HOWEVER CAUSED.**
7. **FORCE MAJEURE.** Company shall not be deemed in breach of this Agreement or be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in the performance of its obligations under this Agreement due to any cause or circumstance beyond its control, including but not limited to strikes, riots, acts of God, or accidents; provided, however, that Company shall in good faith use such effort as is reasonable under all the circumstances known to Company at the time to remove or remedy the cause and mitigate the damages.

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
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**ORIGINAL TARIFF NO. 1**

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December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 305

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)**

**8. COMPANY PROPERTY.**

- a. The Customer shall be responsible for all damage to, misuse of, or loss of the Company's property located at the Site unless caused by the sole negligence of the Company. The Customer shall not authorize any person to change, remove or tamper with the Company's property.
- b. Any and all equipment, apparatus and devices placed or installed by the Company on or in the Site shall be and remain the property of the Company, regardless of the mode or manner of annexation or attachment to real property.

9. **CUSTOMER PROPERTY.** The Customer shall be solely responsible for the design, installation, maintenance and safety of any and all Customer supplied facilities or equipment. The Customer shall provide and maintain the necessary protection equipment to protect its own facilities from harm from any electrical cause as well as to protect the Company's equipment and employees, agents, contractors, and subcontractors from any damages, interruption of service, or faulty service due to faults or operations of the Customer's equipment.

10. **RIGHTS OF WAY AND ACCESS.** The Customer hereby authorizes agents of the Company to enter the Site at all times for any purpose incidental to the supplying of Transportation Service, including but not limited to, inspecting the Site equipment and connections; repairing, replacing or removing Company property, or tree trimming and/or removal.

11. **INDEMNIFICATION.** The Customer shall hold the Company harmless for any damage to persons or property arising out of the use upon the Customer's Site of the Transportation Service furnished to it by the Company. Nothing herein contained shall be construed as relieving the Company from any liability to its own employees while upon the Site of the Customer in the performance of their duty and by the direction of the Company, or as relieving the Company from any liability to the Customer due to the provider's act of negligence.

12. **TERM.** This Agreement shall continue for a period of one (1) year commencing \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_, and thereafter, and may be terminated by either Party giving to the other written notice at least ninety (90) days prior to the date upon which it desires to terminate the same; whereupon this Agreement shall terminate on said date. All contracts, agreements and understandings between the Parties hereto, whether oral or written, pertaining to the subject matter hereof, heretofore made and entered into, shall hereby become null and void and of no further force and effect whatsoever.

13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign this Agreement except upon the written consent of the Company, which consent shall not be unreasonably withheld.

14. **AMENDMENTS.** This Agreement may only be amended by a written amendment executed by both Parties.

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 306

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)**

15. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Agreement. Venue shall lie in Linn County, Iowa. Any dispute not settled by the management of the Parties shall be settled by arbitration in accordance with Iowa Code Chapter 679A.
16. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.
17. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

**18. COMMUNICATION BETWEEN THE PARTIES.**

All communications related to this Agreement will be to the persons listed below:

**CUSTOMER:**

Name:  
Attention:  
Address:  
Address:

**COMPANY:**

Name: **INTERSTATE POWER AND LIGHT COMPANY**  
Attention:  
Address:  
Address:

19. **SURVIVAL.** The clauses of this Agreement which are, by their nature, intended to survive termination of this Agreement shall survive, notwithstanding any termination of this Agreement, in full or in part, including but not limited to Articles 6, 9 and 11.
20. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Agreement or as affecting the true meaning of the provisions herein.
21. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Agreement. An electronic (PDF) or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
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(RPU-2012-0002)

ORIGINAL SHEET NO. 307

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)**

22. **CONTRACT DOCUMENTS.** This Agreement represents the complete understanding of the Parties and shall govern over all other documents and oral representations making all other representations of the Parties null and void. The terms and conditions of this Agreement shall govern the following documents, and shall control over any conflicting term or condition found therein. The following documents are part of this Agreement

EXHIBIT A  
EXHIBIT B      GAS TELEMETERING DATA AGREEMENT  
EXHIBIT C      RISKS ASSOCIATED WITH TRANSPORTATION OF CUSTOMER OWNED GAS

In witness whereof, the Parties hereunder have caused these presents to be executed as of the day and year first above written.

Interstate Power and Light Company  
(Company)

By \_\_\_\_\_  
Title \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_  
Title \_\_\_\_\_  
Name \_\_\_\_\_

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
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 (RPU-2012-0002)

ORIGINAL SHEET NO. 308

**GENERAL RULES AND REGULATIONS  
 FOR GAS SERVICE  
 FORMS AND AGREEMENTS**

**14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)**

**EXHIBIT A**

**TO AGREEMENT DATED \_\_\_\_\_  
 BY AND BETWEEN  
 INTERSTATE POWER AND LIGHT COMPANY AND  
 \_\_\_\_\_**

1. The Customer's interstate pipeline is \_\_\_\_\_
2. Point of Receipt by Company is \_\_\_\_\_
3. Point of Delivery to Customer is \_\_\_\_\_
4. a. Advance or contribution to extension of facilities (before any applicable tax gross-up).  
 \$ \_\_\_\_\_
- b. Based upon expected annual base revenue of \$ \_\_\_\_\_ - total rate schedule charges, less charges applicable to energy efficiency programs and cost of gas supply – times three, or \$ \_\_\_\_\_, and extension investment of \$ \_\_\_\_\_.
5. Advance contribution with applicable tax gross-up \$ \_\_\_\_\_.

Applicable Maximum Transportation Service Price Schedules	Maximum Daily Volumes (Dth)*	Applicable Sales Service Price Schedule

6. Account No.(s) \_\_\_\_\_

Per Company's tariff, Company can charge Pipeline Demand/Reservation Charge to all new transportation Customers.

\*or other applicable unit of measures as may be set forth in the Company's tariff on file with the Iowa Utilities Board or other such applicable regulatory body.

Account No(s) \_\_\_\_\_

Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
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ORIGINAL SHEET NO. 309

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)**

**EXHIBIT B**  
**TO AGREEMENT DATED \_\_\_\_\_**  
**BY AND BETWEEN**  
**INTERSTATE POWER AND LIGHT COMPANY AND**  
**\_\_\_\_\_**

**GAS TELEMETERING DATA AGREEMENT**

This Gas Telemetering Data Agreement ("Data Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa ("Company"), and \_\_\_\_\_ a \_\_\_\_\_ with principal offices at \_\_\_\_\_, ("Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

**WHEREAS**, the Company owns and operates a gas telemetering computer system and data equipment ("System") which compiles data on a daily basis concerning natural gas usage by Customer; and

**WHEREAS**, Customer is interested in obtaining data relating to Customer's daily natural gas usage from the System; and

**WHEREAS**, Company is willing to grant Customer this data in accordance with the following terms and conditions;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. **TERM.** This Data Agreement shall become effective as of \_\_\_\_\_, and shall remain in force until terminated by either Party giving the other not less than thirty (30) days prior written notice of termination.
2. **SERVICES.** Company will make the usage data available to Customer upon execution of this Data Agreement. Customer may designate in writing to Company an authorized agent or agents to receive the Customer's natural gas usage information. Said agents will be required to sign a Gas Telemetering Data Agreement.

Customer will provide all computer hardware and software necessary to receive this usage information from the System.

3. **PROPRIETARY RIGHTS.** Customer acknowledges that the System is proprietary to the Company and the Company retains all rights and ownership in the System and all output therefrom. **Customer acknowledges that Customer will pay for all installation costs, monthly wireless phone charges and any time or materials needed for any trouble shooting or repairs going forward.**
4. **WARRANTY.**
  - a. The Parties agree that the Company has made reasonable efforts to ensure that the usage data provided through the System is accurate and complete. However, Customer acknowledges that, as with any electronic system, the System is subject to

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Date Issued: December 11, 2012

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By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
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**ORIGINAL TARIFF NO. 1**

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.11 GAS TRANSPORTATION AGREEMENT-SEASONAL (continued)**

- interruptions, failures and data corruption. Customer acknowledges that the Company is not responsible for the adequacy or accuracy of the data or for any interruption or failures of the System.
- b. **THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ADEQUACY OR ACCURACY OF THE DATA, OR THE CONDITION OR PERFORMANCE OF THE EQUIPMENT OR FACILITIES WHICH SUPPORT THE SYSTEM AND SPECIFICALLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. **LIMITATION OF LIABILITY.**
- a. Customer agrees to indemnify, hold harmless and defend the Company, and its employees and agents, from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, losses, suits, causes of action, and the costs, damages, losses, and expenses incident thereto (including, without limitation, cost of defense, settlement and reasonable attorneys' fees) and all other liabilities of any nature whatsoever, which Company, or its employees and agents, may incur, become responsible for or pay out, arising directly or indirectly from Customer's use of data provided by the System.
- b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CUSTOMER'S USE OF THE DATA, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES.**
6. **SUCCESSORS AND ASSIGNS.** This Data Agreement shall be binding upon and inure to the benefits of the Parties hereto, their successors and assigns. Customer shall not assign this Data Agreement except upon the written consent of the Company, which such consent shall not be unreasonably withheld.
7. **AMENDMENTS.** This Data Agreement may only be amended by a written amendment executed by both Parties.
8. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Data Agreement. Venue shall lie in Linn County, Iowa. Any dispute not settled by the management of the Parties shall be settled by arbitration in accordance with Iowa Code Chapter 679A.
9. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Data Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.
10. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Data Agreement or to exercise

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Date Issued: December 11, 2012

Proposed Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY**  
**GAS TARIFF**  
Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

RECEIVED  
December 11, 2012

TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 311

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)**

any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

11. **SURVIVAL.** The clauses of this Data Agreement which are, by their nature, intended to survive termination of this Data Agreement shall survive, notwithstanding any termination of this Data Agreement, including but not limited to Articles 3, 4 and 5.
12. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Data Agreement or as affecting the true meaning of the provisions herein.
13. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Data Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Data Agreement. An electronic (PDF) or facsimile copy of the executed Data Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

This Data Agreement shall not be deemed to modify or amend any service. In witness whereof, the Parties hereunder have caused these presents to be executed as of the day and year first above written.

Interstate Power and Light Company (Company)

By \_\_\_\_\_

Title

Name

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)**

**EXHIBIT C**  
**TO AGREEMENT DATED \_\_\_\_\_**  
**BY AND BETWEEN**  
**INTERSTATE POWER AND LIGHT COMPANY AND**  
**\_\_\_\_\_**

**RISKS ASSOCIATED WITH TRANSPORTATION OF CUSTOMER OWNED GAS**

Pursuant to 199 IAC 19.13(6), Company hereby notifies Customer of the risks to Customer associated with transportation of Customer Owned Gas. The risks disclosed are those reasonably known to Company at the time this contract is executed by Company. Customer is assumed by Company to be aware of all risks associated with Customer's purchase and transportation of gas prior to its delivery to Company at the Point of Receipt. This notice shall not be construed as limiting in any manner the risks assumed by Customer upon entering into this Contract. By signing this Contract, Customer acknowledges that it has been made aware of the risks disclosed and accepts those risks.

The risks associated of election without Company-supplied reserve are as follows:

- a. During the term of this Contract, Company has no obligation to maintain or secure any gas to sell to Customer for reserve or any other purpose.
- b. If, at any time, Customer desires to purchase sales service gas, Company shall only be obligated to provide such gas on an as-available basis pursuant to Company's tariff on file with the Iowa Utilities Board.
- c. Customer will be liable to Company for pipeline penalties which Company may incur as a result of incorrect, improper, or late transportation nominations provided to Company. Such penalties also apply to Customer's failure to properly nominate Company supplied reserves. Company reserves the right to reject improper nominations or those not made in a timely manner.
- d. If Customer uses gas from Company supplies in excess of the quantity of Customer Owned Gas transported, the gas will be provided only on an as-available basis and subject to penalty provisions, except where Customer has received prior written authorization from Company for limited excess use to be billed under the Company's tariff.
- e. Upon termination of this Contract, Company shall have no obligation to sell gas to the Customer. The right of Customer to buy gas or obtain transportation of Customer Owned Gas from Company after termination of this Contract shall be dependent on Company having or being able to secure adequate distribution capacity or supply at that time. The gas and the transportation of Customer Owned Gas shall be provided in accordance with Company's tariff.
- f. Other risks not specifically identified in this Exhibit C may arise from other provisions of the Agreement, the Company's tariff, and rules, regulations or orders of regulatory authorities.

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TF-2012-0657  
(RPU-2012-0002)

ORIGINAL SHEET NO. 313

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
SAFETY**

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**SECTION 15**

**15.01 SAFETY POLICY:** The safety of employees and the public must receive first priority. It is the responsibility of Company representatives to recognize this as Company policy and to conduct themselves during the course of their duties completely in accordance with such policy.

**15.02 PROTECTIVE MEASURES:** Each Company representative shall exercise reasonable care to minimize any hazard inherent in connection with Company's gas service and to which its employees, Customers, and the general public may be subjected. Company has adopted and executed a safety program designed to protect the public and suited to the size and type of its Company operations. In accordance with this safety program, Company has issued a booklet entitled, "Safety Rule Book", a copy of which is on file with the Iowa Utilities Board.

**15.03 INVESTIGATION OF ACCIDENTS:** Company shall investigate the cause of accidents and where appropriate will make every possible determination to find suitable means of preventing such accidents.

**15.04 RECORD OF REPORTABLE ACCIDENTS:** Company shall maintain a summary of all reportable accidents arising from its gas operations.

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