

FILE



The

Legal Aid Society  
of Cleveland  
*Since 1905*

09-182-GA-CSS

March 4, 2009

PUCO

2009 MAR -6 PM 1:52

RECEIVED-DOCKETING DIV

Joseph P. Meissner  
Phone: 216.861.5672  
Fax: 216.575.6209  
JPMeissn@lasclev.org

Chief of Docketing  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus OH 43215-3793

**Cuyahoga County  
& ADMINISTRATIVE OFFICES**

1223 West Sixth Street  
Cleveland, OH 44113

Phone: 216.687.1900  
Toll-Free: 888.817.3777  
Fax: 216.687.0779

**Ashtabula County**

121 East Walnut Street  
Jefferson, OH 44047

Phone: 440.576.8120  
Toll-Free: 866.873.9665  
Fax: 440.576.3021

**Lake & Geauga Counties**

8 North State Street  
Suite 300  
Painesville, OH 44077

Phone: 440.352.6200  
Toll-Free: 888.808.2800  
Fax: 440.352.0015

**Lorain County**

538 West Broad Street  
Suite 300  
Elyria, OH 44035

Phone: 440.323.8240  
Toll-Free: 800.444.7348  
Fax: 440.323.8526

[www.lasclev.org](http://www.lasclev.org)

**SUBJECT: In the Matter of Britney Bruce, Complainant v. Dominion East Ohio Gas Company, Respondent**

Please find enclosed one original and eleven copies of the above captioned complaint for filing.

Other parties are being served by First Class Mail, postage prepaid.

We have also enclosed an envelope addressed back to us. Please time-stamp one of the enclosed copies and return it to us.

Let us know of any problems.

Very truly yours,

Joseph P. Meissner, 0022366  
ATTORNEY AT LAW

enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business  
Technician S Date Processed MAR 06 2009

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

RECEIVED-DOCKETING DIV  
2009 MAR -6 PM 2:00  
PUCO

**Britney Bruce**

Complainant

v.

**Dominion East Ohio Gas Co.**

Respondent

Case No. 09-182-6A-CSS

---

**COMPLAINT REQUESTING IMMEDIATE TERMINATION OF GAS  
SERVICE AND RELIEF FROM UNFAIR BILLING PRACTICES**

---

Pursuant to Section K, titled "Rules and Regulations, and Section L of Dominion's Tariff, titled "Termination of Residential Service," Ms. Bruce brings this action to immediately terminate gas service and stop the inflated billing practices of Dominion East Ohio Gas Company, ("Dominion"). This Complaint is also brought per the Ohio Administrative Code ("O.A.C.") §§ 4901:1-18 *et seq.*

**I. SUMMARY**

In the matter at issue, Ms. Britney Bruce was a tenant in a building owned by others ("the Owners"). Ms. Bruce gave notice of her need to disconnect service before vacating the premises. Dominion was also aware that "the Owners" were blocking access to the meter and otherwise not cooperating with their typical shut-off policies and procedures. In sum, because the Owners in this case refuse to cooperate and can not be located, Dominion's proper and best recourse is to forcibly discontinue service, not to shift liability to Ms. Bruce by inflating her bill. Ms. Bruce seeks damages, declaratory, and injunctive relief for Dominion's breach of contract, failure to mitigate, and unjust enrichment.

## II. FACTS

1. In the matter at issue, Ms. Britney Bruce was a tenant in a building owned by Michael Adams, Sr. and Michael Adams Jr. ("Owners"). Ms. Bruce informed Dominion *before* she vacated the premises that she would be terminating her gas service. Dominion was notified in advance of the date she intended to terminate her gas service – May 15, 2008.

2. Ms. Bruce and the Owners mutually agreed that, after Ms. Bruce moved out of her residence, the Owners would allow Dominion access to her gas meter. Ms. Bruce left on friendly terms, but the Owners never showed to allow Dominion access and could not be contacted by phone or by mail to resolve the issue. Attempts to reach the Owners were unsuccessful: contact numbers were disconnected and all mail was returned to sender.

3. Dominion is governed by the Ohio Administrative Code (O.A.C.) and the terms and conditions of its Tariff. Section K of Dominion's Tariff, titled "Rules and Regulations, and Section L, titled "Termination of Residential Service," establish rules to be followed by Dominion when gas service is to be discontinued to a customer. In conjunction with the Tariff, the O.A.C. §§ 4901:1-18 et seq. delineate the rules of gas service termination for a customer.

4. Section K of Dominion's Tariff states Dominion "shall have the right to disconnect service and/or remove from the premises of any customer the meter and any other property belonging to East Ohio for any of the following reasons or purposes: a) Refusing access to its equipment for reading, testing, repairs or other purposes." See Tariff Section K, attached. This undoubtedly

grants to Dominion the power to prevent the inflating bill scenario that now plagues Ms. Bruce.

5. According to the O.A.C., the gas should be shut off by Dominion. Section 4901:1-18-02 states that Dominion may shut off gas service when the customer "has moved from the customer location." See §4901:1-18-02 (D). Dominion may also terminate the gas service when a customer, consumer, or agent of same prevents Dominion from viewing or otherwise monitoring the meter. See §4901:1-18-02 (F). Finally, Dominion may shut off service simply upon "the request of the customer." See §4901:1-18-02 (H).

6. It appears Dominion has failed to use "reasonable efforts to determine the status of the customer/consumer as either a property owner, the agent of a property owner, or a tenant." See § 4901:1-18-07(L). As a result, Dominion may be found liable for violating the Rules of the O.A.C. and its own Tariff. *Id.* If Ms. Bruce is no longer a property owner or tenant of the subject property, it is entirely unfair that she be asked to pay for an ever-growing bill – on services she does not even use.

7. In light of the fact that the Tariff bans consumers from shutting off their own gas, *Id.*, paragraph 9, Dominion should shut it off pursuant to Section K of its own Tariff, and the shut off should happen as soon as possible. Principles of equity speak against Dominion leaving the gas on and inflating the bills of their consumers.

8. Dominion would be unjustly enriched if it were permitted to recover from Ms. Bruce and any other tenant on a bill that he or she did not directly accrue. If another tenant were to now live at the residence in question,

they would be the unintended beneficiaries of Dominion's refusal to disconnect service at Ms. Bruce's expense.

9. Dominion must do its part to determine the specific time frame that tenants live at their subject residences and must only use that time frame for billing purposes, specifically not one day after May 15<sup>th</sup> 2008.

10. Dominion has failed to mitigate its damages. The bill to Ms. Bruce continues to grow and accrue to her account – even though she no longer lives at the subject residence. This must stop.

11. Dominion must establish who, if anyone, is now living at the residence in question and either chase them for the bill or forgive it altogether.

12. As of today, the gas is still on and is being charged to the account of Ms. Bruce. Consequently, Ms. Bruce has been incurring on-going charges that have now equaled approximately \$1400.00. This unfairly accumulated gas bill prevents her from renting another residence because she is unable to set up gas service until her current bill is resolved. Furthermore, her credit history is also in jeopardy through no fault of her own. Ms. Bruce seeks to prevent Dominion from unfairly charging her with the resulting bill that has accumulated at her expense.

### **III. REQUESTED RELIEF**

13. Ms. Bruce seeks injunctive relief. Because she has complied with Ohio law and the terms of the Tariff regarding notice – and because she has at all times proceeded in good faith – Ms. Bruce is likely to succeed on the merits; she will suffer irreparable harm –her credit and ability to buy a new home are hampered by this ever-growing gas bill; no other injury would be caused to others by the granting of this injunction; and finally, the public interest is served by the

granting of this injunction, as no one wants to see citizens charged for gas they don't want or use. Thus, Ms. Bruce seeks to enjoin Dominion from continuing its unjust billing practices and to halt the provision of gas to a property that is likely vacant.

14. Declaratory relief is sought by Ms. Bruce. She asks that a declaration be issued denouncing the billing practices of Dominion. Ms. Bruce also seeks to have this agency announce a new set of rules – either in the Tariff or in the Administrative Code – to stop and prevent this unjust practice. Tenants must not be made to pay for the failures of landlord/owners who refuse to assist Dominion in the termination of gas services.

15. Dominion breached its contractual agreement. Ms. Bruce and Dominion enjoyed a contractual relationship wherein Ms. Bruce would pay for all natural gas supplied by Dominion, provided said service was in compliance with Ohio law and Tariff rules. Dominion's billing practices and refusal to shut off service in this case violate Ohio law and its own Tariff rules, constituting a breach of contract. By said breach, Ms. Bruce has been damaged including the costs of this action, damage to her credit, and an over-inflated bill.

16. Dominion has been unjustly enriched by its unjust billing practices and refusal to shut off gas service despite Ms. Bruce's request. Dominion's unjust billing practices confer a benefit upon Dominion by increasing the amount of credit it is owed from Ms. Bruce; Dominion is aware of this benefit; and the retention of this benefit by Dominion under the above-described circumstances would be unjust. Ms. Bruce has been damaged, as she has been prevented from

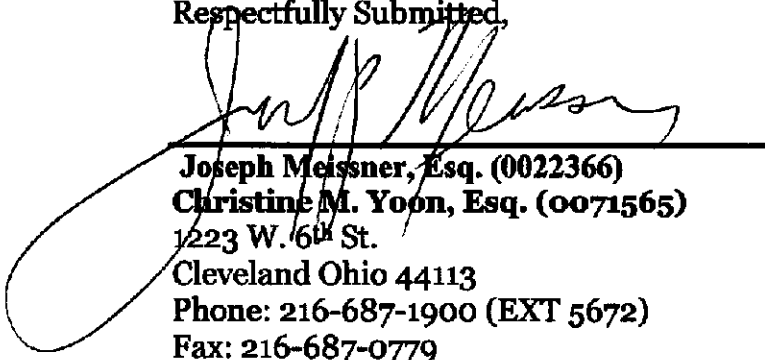
renting another residence and as she has incurred unnecessary costs and an unjust debt in her credit history.

17. Ms. Bruce seeks all other relief that would be just and appropriate under the facts and applicable law of this case.

#### **IV. CONCLUSION**

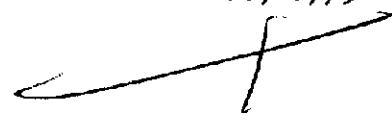
Wherefore, Ms. Bruce requests injunctive and declaratory relief, and compensatory damages against Dominion in an amount equal to and not less than the costs of this action, reasonable attorney fees, and complete forgiveness of the bill that has been over-inflated since May 15, 2008, (the date when she vacated the premises) including repair of her credit history.

Respectfully Submitted,



---

**Joseph Meissner, Esq. (0022366)**  
**Christine M. Yoon, Esq. (0071565)**  
1223 W. 6<sup>th</sup> St.  
Cleveland Ohio 44113  
Phone: 216-687-1900 (EXT 5672)  
Fax: 216-687-0779



## Rules and Regulations

### SECTION I – SERVICE

1. **Minimum Service Standards.** East Ohio shall comply with the minimum gas service standards for natural gas companies as set forth in Chapter 4901:1-13 of the Ohio Administrative Code, a copy of which may be viewed on the Public Utilities Commission of Ohio's Web site at [www.puco.ohio.gov](http://www.puco.ohio.gov), or obtained from the Public Utilities Commission of Ohio upon request. Where the Public Utilities Commission of Ohio has granted a waiver to East Ohio for any provision of the minimum gas service standards, East Ohio shall comply with the terms of any Order granting such waiver.
2. **Application for Service.** All applications for gas service shall be made to East Ohio. East Ohio may, prior to initiating gas service and at other reasonable times, require the applicant to establish that the applicant is the owner or bona fide lessee of the premise. A proper application for gas service by a non-residential customer shall further include verification that the business, corporation or nonprofit is properly registered with the Ohio Secretary of State as an entity licensed to do business in the State of Ohio and that the name in which the customer's account is to be opened is in the same name as that registered with the Ohio Secretary of State; or, if the non-residential customer is a federally-chartered institution, that it is properly registered with the federal agency having regulatory or supervisory authority over it and that the name in which the customer's account is to be opened is the same name as that registered with the appropriate federal agency.
3. **Security Deposit.** If an applicant for service cannot establish creditworthiness or cannot give a reasonably safe guaranty in an amount sufficient to secure the payment of bills for sixty days' total usage, the proposed customer may be required to deposit with East Ohio an amount sufficient to cover an estimate of the monthly average of the annual consumption by such customer plus 30%, upon which deposit interest at the minimum rate authorized by the Public Utilities Commission of Ohio will be allowed and paid to the customer, provided it remains on deposit for six consecutive months. Security deposits will be billed in three installments to be paid concurrently with the respective monthly bills.

Residential security deposits shall be governed by the "Establishment of Credit for Residential Service" adopted by The Public Utilities Commission of Ohio and contained in Chapter 4901:1-17 of the Ohio Administrative Code, a copy of which is included as Section M of the East Ohio Gas Company Tariff. For small commercial customers, security deposits shall be governed by Rule 4901:1-13-08, "Standards specific to the provision of small commercial gas service" of the Ohio Administrative Code.

4. **Service Turn On.** The customer, after making proper application for service, shall notify East Ohio when he desires gas turned on. In no case shall he or his agent or employee turn on the gas. East Ohio may discontinue the supply of gas to premises where persons other than East Ohio's authorized agents or employees have turned on the gas.



5. **Service Continuity.** East Ohio will use its best efforts to furnish necessary and adequate service and facilities in compliance with Section 4905.22 of the Ohio Revised Code. East Ohio cannot and does not guarantee a sufficient supply of gas, adequate or uniform gas pressure, an uninterrupted supply of gas, or the quality of the gas supplied. East Ohio shall not be liable for any damage or loss directly or indirectly due or attributable to the insufficiency of the gas supply, any variation in the gas pressure, any partial or total interruption of gas service, or the quality of the gas supply. Nor shall East Ohio be liable for any damage or loss directly or indirectly resulting from the use of gas appliances on the customer's premises, or the presence thereon of any Company property. East Ohio will provide to customers, to the extent possible under the circumstances, prior notice of planned outages or interruptions in service.
6. **Service Disturbance.** No customer shall attach or use any appliance which may result in the injection of air, water, or other foreign matter into the Company's lines and, without prior approval from the Company, no customer shall attach or use any appliance which will increase or decrease the pressure in the Company's lines intermittently to such extent as to interfere with continuous service to other customers.
7. **Access to Premises.** The authorized agents and employees of East Ohio shall at all reasonable times have access to any premises supplied with gas by East Ohio. East Ohio may discontinue gas service to any premise where access is denied. Upon the customer's request, the employee or agent seeking access to the customer's premise shall identify himself/herself, and provide Company photo identification and state the reason for the visit.
8. **Customer's Request for Discontinuance of Service.** The customer shall notify East Ohio before vacating the premises where gas is used or before discontinuing the use of gas. The customer shall be liable for all charges for gas consumed on such premises until the earlier of East Ohio's completion of the service order or up to five business days after such notice has been received, provided that access to the premises shall have been given East Ohio within that period; and if access has not been given within such period then for all charges until such access has been given.

If a customer, who is a property owner or the agent of a property owner, requests disconnection of service and the Company through reasonable efforts has determined that there are remaining residential tenants at the premises, the Company is required to notify the tenants of the disconnection of service. This notification will be mailed to such tenants or posted in a conspicuous place at the premises at least 10 working days prior to the scheduled date for disconnection of service. The property owner, or the agent of the property owner, shall continue to be liable for all gas consumed during the 10-day notice period. This notice provision shall not preclude the Company from taking appropriate actions where safety or tampering issues are raised as stated in Rule 9, subparagraphs (g) and (h), and Rule 10 of these Rules and Regulations.

9. **Company's Right to Disconnect Service.** East Ohio shall have the right to disconnect service and/or remove from the premises of any customer the meter and any other property belonging to East Ohio for any of the following reasons or purposes:
- a) Refusing access to its equipment for reading, testing, repairs or other purposes.
  - b) Violation of or refusal to comply with any applicable law or ordinance, contract, or any of these Rules and Regulations.
  - c) Non-payment of bills for gas within the net payment period for such bills, including nonpayment of security deposits applied to delinquent bills as a condition for continued service.
  - d) When customer has moved from the customer location.
  - e) Use of gas in a manner detrimental to the service to other customers.
  - f) Fraudulent representation or practice.
  - g) Whenever deemed necessary by East Ohio for the safety or integrity of the gas system or the customer's premise, including, but not limited to, situations in which a customer's houseline leak cannot be isolated to an individual appliance location drop.
  - h) Whenever there has been theft or vandalism, including, but not limited to, damage to the gas service meter, metering equipment, or the associated property was damaged, interfered with, displaced, bypassed or otherwise tampered with by a customer, consumer, or other person.
  - i) A person not authorized by East Ohio has reconnected service.

Disconnection of service to residential consumers or customers pursuant to Rule 9, subparagraph (a) of these Rules and Regulations shall include, but not be limited to, circumstances where despite its reasonable efforts to do so, East Ohio has been unable to obtain an actual meter reading at least once within any twelve-month period. "Actual meter reading" shall be as defined in Rule 16 of these Rules and Regulations. The reconnection of service after disconnection pursuant to Rule 9, subparagraph (a) of the Rules and Regulations shall be subject to prior payment of a fee of \$33.00 for the disconnection and reconnection costs. Payment of the designated deposit shall also be required in conjunction with a reconnection when service has been disconnected for the nonpayment of bills, where there has been a fraudulent misrepresentation or practice, whenever there is evidence of tampering or theft, or when a person not authorized by East Ohio has reconnected service. Security deposits will be billed in three installments to be paid concurrently with the respective monthly bills.

Disconnection of service to residential consumers or customers shall be governed by the "Termination of Residential Service" adopted by The Public Utilities Commission of Ohio and contained in Chapter 4901:1-18 of the Ohio Administrative Code, except for areas where the Public Utilities Commission of Ohio has granted a waiver to East Ohio for any provision of these rules. A copy of Chapter 4901:1-18 is included as Section L of the East Ohio Gas Company Tariff. For small commercial customers, disconnection of service shall be governed by Rule 4901:1-13-08, "Standards specific to the provision of small commercial gas service" of the Ohio Administrative Code.

**SECTION II – METERING & BILLING**

10. **Pressure Regulators, Gas Meters and Tampering.** The gas meter and any pressure regulator to be installed on a service line and connected with East Ohio's distribution system will be furnished by East Ohio and will remain its property, and the Company shall have the right to replace them as the Company may deem necessary. When a customer is served from the Company's field or gathering lines, the customer shall install and maintain, at his expense, a suitable regulator or regulators for reducing the pressure. The regulator or regulators shall be installed in the manner required by the Company. If any meter or regulator, or the pipes, fittings or connections used in supplying gas to such meter or regulator, is tampered with by a customer, his agent or employee, East Ohio may remove such meter or regulator and may discontinue the supply of gas to such customer until payment has been made for all unregistered gas, in an amount estimated by East Ohio, and for all damage to East Ohio's property, or, at East Ohio's option, it may discontinue gas service permanently to such customer.
11. **Meter Location.** The Company shall determine the location of the meter. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Company may require the customer, at the customer's expense, to relocate the meter setting together with any portion of the customer's service line necessary to accomplish such relocation.
12. **Meter Connections.** The owner or customer shall not permit anyone who is not an authorized agent of the Company to connect or disconnect the Company's meters, regulators or gauges or in any way alter or interfere with the Company's meters, regulators or gauges.
13. **Bill Due Date.** The due date for each bill for gas shall be no earlier than fourteen (14) days after the date of its mailing or electronic delivery to the customer.
14. **Charge on Delinquent Bills.** Each monthly bill shall be due and payable within fourteen (14) days from the date of its mailing or electronic delivery. If not paid in full within such fourteen (14) day period, a late payment charge of 1 1/2% may be imposed at the next bill date on all past due balances on the customer's account.

Late payment charges will not be assessed to customers participating in the Percentage Income Payment Plan ("PIPP") or the PIPP arrearage crediting program. Late payment charges will not be assessed to customers participating in a short-term payment plan or the budget billing plan provided they make the minimum payment required under the plan by the bill due date. If the required payment under a short-term payment plan or budget billing plan is paid late, the late payment charge will be applied only to amounts due but not paid under the payment plan.

The preceding late payment charge provisions will not take effect until 180 days after the effective date of these Rules and Regulations. Until that time, previously approved late payment charge provisions will remain in place.

15. **Billing Periods.** Bills ordinarily are rendered regularly at monthly intervals, but may be rendered more or less frequently at the Company's option. Non-receipt of bills by customer does not release or diminish the obligation of customer with respect to payment thereof. Unless otherwise ordered by the Commission, rate changes shall become effective for bills rendered as of the start of a billing cycle within the monthly billing period as determined by the Company.
16. **Payment of Bills.** Bills may be paid by the customer in any of the following ways:
- a) online at [www.dom.com](http://www.dom.com) or through other providers' Web sites,
  - b) by bank draft automated withdrawal from customer's bank account,
  - c) by credit/debit card or electronic check through a participating agency,
  - d) at any one of the Company's authorized payment locations,
  - e) by U.S. mail at the address specified on the bill,
  - f) by Electronic Data Interchange (EDI),
  - g) by Automated Clearing House (ACH) transfer.
17. **Returned Payment Fee.** The customer will be charged a handling fee of \$12 for each returned item tendered or authorized as payment on the customer's account and returned for any reason, including insufficient or uncollected funds, closed account, revoked authorization or stop payment.
18. **Meter Reading.** East Ohio will make reasonable attempts to obtain an actual meter reading by Company personnel or agents every other month. If East Ohio is unable to obtain an actual meter reading, it will render a bill based on estimated usage at the premise. East Ohio is required to obtain an actual meter reading at least once within each twelve-month period. "Actual meter reading" shall mean reading of an indoor or outdoor meter by an authorized agent or employee of Dominion East Ohio or through electronic or other means acceptable to the Commission. East Ohio will obtain an actual meter reading at the initiation and/or the termination of service if the meter has not been read within the immediately preceding seventy days and access to the meter is provided, or at the request of the customer if the meter has been read within the preceding seventy days.
- If the customer has refused East Ohio access to its meter or other property, or if East Ohio has been unable to obtain an actual meter reading at least once within any twelve-month period, East Ohio may terminate service in accordance with Rule 9 of these Rules and Regulations. East Ohio may obtain a court order to gain access to its meter or other property.
- If consumption is billed pursuant to an applicant requesting East Ohio to provide lighting services on an unmetered basis, such service shall be billed on an estimated basis.
19. **Meter Testing.** In accordance with Section 4933.09 of the Ohio Revised Code, gas meters in use shall be tested on the request of the customer, in his presence if desired by him, with a tested and sealed meter-prover, by an authorized employee or agent of East Ohio. If the

meter is found to be correct, and it is deemed correct if the variation is not greater than three percent, the party requesting the inspection shall pay a fee for the removal of the meter for the purpose of the test. The fee for a residential or small commercial customer using a 250 or 400 class diaphragm meter is \$40; for all other customers, the fee is \$270. If the meter is proved incorrect, no fees or expense shall be paid by the customer, and East Ohio shall furnish a new meter without charge to the customer.

**20. Back Billing.** East Ohio shall back bill in accordance with the guidelines established by the Public Utilities Commission of Ohio and the Ohio legislature (Section 4933.28 of the Ohio Revised Code and Rule 4901:1-13-04 of the Ohio Administrative Code).

**21. Delinquent Balance Transfer.**

- a) Except as otherwise provided in subparagraph b., East Ohio shall have the right to transfer a delinquent commercial or industrial account balance, regardless of the service address, to another commercial or industrial account in the name of or owned by the same customer or owner of that business or establishment.

For purposes of this Rule 22, "customer" means the party in whose name the account is carried.

- b) East Ohio may not transfer a delinquent commercial/industrial account to any residential account.

**22. Investigation Fee.** Whenever the gas service meter, metering equipment, or associated property was damaged, interfered with, displaced, bypassed or otherwise tampered with by a customer, consumer or other person, or when a person not authorized by East Ohio has reconnected service, and an East Ohio Service Investigator has been dispatched to investigate the matter prior to disconnection, the customer shall pay an Investigation Fee of \$112 prior to reconnection in addition to other required reconnection charges. The Investigation Fee will only be levied in those circumstances where East Ohio has reasonable proof of the customer's fraudulent or damaging practice. Reasonable proof is defined as an admission by the customer, documentation evidencing the fraudulent or damaging practice, or personal observation by East Ohio personnel or authorized agents of East Ohio.

**SECTION III- SERVICE LINES & MAINLINE EXTENSIONS**

23. **Service Line Installation.** In the installation of a service line, East Ohio will be responsible for all necessary connections with its distribution system and the extension of the service line from the distribution main to the meter without cost to the property owner or customer.
24. **Service Line Responsibilities.** Unless and until East Ohio repairs or replaces an existing service line, the service line from the curb valve to the meter, or where there is no curb valve then from and including the tie-in coupling to the meter, shall be the property of the owner of the premises and shall be under the property owner's exclusive control, and East Ohio shall not be liable for any imperfections therein or for any damage, injury or loss resulting, directly or indirectly, from the escape of gas therefrom. East Ohio shall be responsible for these facilities in accordance with the applicable provisions of the Pipeline Safety Act, 49 U.S.C. 60101 et seq., 49 C.F.R. part 192 and all applicable federal regulations, and Chapter 4901:1-16 of the Ohio Administrative Code. Such responsibilities shall include, but not be limited to, East Ohio's responsibilities for cathodic protection and leak detection of the service line up to and including the meter. East Ohio shall bear the cost of repairs or replacements to the service line and shall assume ownership of and responsibility for the service line whenever it is separated from the distribution main and a pressure test is required before the line can be returned to service. In the event a service line must be repaired or replaced as the result of damage to the service line caused by the property owner, customer or another party, East Ohio will repair or replace the service line at the expense of the property owner, customer or other party. Damages caused by a contractor working on behalf of a party shall be deemed to be the responsibility of that party. All gas lines on the outlet side of the meter and all associated fittings and connections shall at all times be the property of the owner of the premises and shall be under the property owner's exclusive control, and East Ohio shall not be liable for any imperfections therein or for any damage, injury or loss resulting, directly or indirectly, from the escape of gas therefrom.
25. **Installation and Inspection.** Before applying to East Ohio to turn on gas, it shall be the duty of the applicant to see that the gas lines on the outlet side of the meter and all associated fittings and connections and all gas appliances and equipment connected thereto have been installed and tested and are maintained in accordance with applicable governmental codes and regulations including, but not limited to, the International Fuel Gas Code and with the reasonable requirements of East Ohio and are free of leaks. East Ohio shall comply with Rule 4901:1-13-05 of the Ohio Administrative Code with respect to testing gas piping downstream of the meter.
26. **Service Line Extensions Prohibited.** No service line supplying gas to any building shall be extended by the owner or customer so as to furnish gas to any other building.
27. **House Piping.** The customer shall install and maintain, at the customer's expense, the house piping from the outlet of the meter to gas burning appliances.

28. **Appliances.** The customer shall install and maintain all appliances, at the customer's expense.
29. **Inspections of Altered Piping.** It shall be the duty of the customer to notify the Company promptly of any additions, changes, alterations, remodeling or reconstruction affecting gas piping on the customer's premises.
30. **Extension of Distribution Mains.** East Ohio will extend its distribution mains for the furnishing of natural gas on any dedicated street or highway without cost to the residential customer whenever at least one such customer on an average of each 100 additional feet of pipe in the street or highway in which the extension is to be run shall first agree to take a supply of gas at the applicable rate, measurement to be taken from the end of the nearest distribution main that has the capacity to serve the customer(s). Upon application for a service extension of main in excess of an average of 100 feet for each applicant for such service, East Ohio may enter into an extension agreement with the applicant or applicants providing for a deposit with East Ohio of a sum deemed adequate by East Ohio to cover the cost to be incurred by it for the excess of the extension over the average of 100 feet for each applicant to be served. Each applicant shall have the option of making such payment in the form of a one-time deposit or a monthly payment to be billed to the applicant and/or subsequent customer(s) at the same premises for a period of seven years or until the cost of the mainline extension is included in East Ohio's rates and charges for service, whichever comes first. If the applicant chooses to make the payment in the form of a one-time deposit, such deposit shall be refunded within a period of 10 years from the date of the agreement at a rate per each additional residential customer thereafter connected with said extension, equivalent to the rate per 100 feet deposited, the total amount refunded not to exceed the amount deposited. No refund shall be made after 10 years from the date of the extension agreement and such deposit shall, after such period, become the property of East Ohio. Extension deposits shall bear no interest. East Ohio shall apply the preceding terms to home builders and residential developers on the basis of anticipated residential customers, and, as a result, the deposit refund provisions are not applicable in such instances. Extensions of street and highway mains shall at all times be the property of East Ohio. Mainline extensions that are not installed in road right of way, or adjacent thereto, will be made only if the following guidelines are met:
- a) A minimum 20 foot legally described easement or blanket right of way is made and granted, provided, however, that all gas mainlines with a maximum allowable operating pressure at or above 100 psi must have a minimum 30 foot easement.
  - b) Free and clear access to the gas mainline is maintained with no structures permitted on the easement.

East Ohio shall not be required to lay any service lines across paved streets or highways. East Ohio shall not be required to make any extensions of its mains or to lay any service lines during the months of December, January, February and March of any year.

Nothing contained herein shall be construed to prohibit East Ohio from making longer free extensions than herein prescribed provided like free extensions are made to other applicants under similar conditions.

31. **Right of Removal.** No person or entity shall erect any structure within a Company easement or change the existing grade over a Company gas line without the express permission of East Ohio. East Ohio shall have the right to remove any such structure or grade change at the expense of the customer or responsible party.
32. **Discontinuance of Supply on Notice of Defect in Customer's Property.** If, at any time, in the opinion of East Ohio the property owner's service line, other gas lines, fittings, connections, gas appliances or equipment on a customer's premises are defective or in such condition as to constitute a hazard, East Ohio, upon notice to it of such defect or condition, may discontinue the supply of gas to such appliances or equipment or to such service line or such other gas lines until such defect or condition has been rectified by the property owner or customer in a manner satisfactory to East Ohio.

#### **SECTION IV – MISCELLANEOUS**

33. **Tariff Disclosure.** A full and complete copy of East Ohio's current tariff covering rates and charges for service and terms and conditions of service will be available on [www.dom.com](http://www.dom.com) or will be provided upon request within five business days. East Ohio shall comply with the tariff disclosure requirements established by The Public Utilities Commission of Ohio and set forth in Section 4901:1-1-03 of the Ohio Administrative Code, as amended from time to time.
34. **PUCO Orders.** These Rules and Regulations are subject to and include as part thereof all orders, rules and regulations applicable to East Ohio from time to time issued or established by the Public Utilities Commission of Ohio under its emergency powers.
35. **Right to Modify.** East Ohio reserves the right to modify, alter or amend the foregoing Rules and Regulations and to make such further and other rules and regulations as experience may suggest and as East Ohio may deem necessary or convenient in the conduct of its business.