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PUCO

September 29, 2016

Ms. Barcy F. McNeal, Secretary
Public Utilities Commission of Ohio
180 E. Broad St., 11th Floor
Columbus, OH 43215-3793

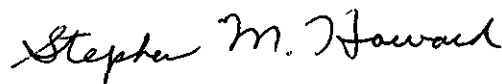
Re: Case No. 15-1104-GA-ACE
Generation Pipeline LLC
Revised Tariff

Dear Ms. McNeal:

Pursuant to the Commission's March 31, 2016 Finding and Order in Case No. 15-1104-GA-ACE, I am submitting a proposed revised tariff. Attachment A is a proposed revised tariff in a clean format. Attachment B displays the proposed changes from the filed tariff that became effective August 1.

Thank you for your consideration.

Sincerely yours,



Stephen M. Howard
Attorney for Generation Pipeline LLC

SMH/jaw
Enclosure

cc: All Counsel of Record (w/encl.)

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 ke Date Processed SEP 29 2016

ATTACHMENT A

GENERATION PIPELINE LLC

FIRST REVISED SHEET NO. 1
CANCELS
ORIGINAL SHEET NO. 1

RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

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B. Residential Gas Service General Terms

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

I. Definitions

As used throughout these Rules and Regulations, the terms set forth below shall be defined as follows:

1. **"Btu"** shall mean the British thermal unit as defined by international standards.
2. **"Business day"** shall mean any weekday, excluding federal banking holidays.
3. **"Cash-out Price"** shall mean the standard by which prices are determined for cash-outs, imbalances, and any other penalties. The price shall be determined as follows:

Underdeliveries – higher of the average of the daily mid-point price posting for the month (the month in which the "cash-out" occurred) for the "Mid-point Price" published in Gas Daily for "Chicago City-gate" or the MichCon City-gate.

Overdeliveries – lower of the average of the daily mid-point price posting for the month (the month in which the "cash-out" occurred) for the "Mid-point Price" published in Gas Daily for "Chicago City-gate" or the "MichCon City-gate."

4. **"Central clock time"** or **"C.T."** shall mean Central Standard Time adjusted for Daylight Savings Time.
5. **"Company"** shall mean Generation Pipeline LLC, its successors and assigns.
6. **"Customer"** shall mean any individual, governmental or corporate entity taking service hereunder.

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FIRST REVISED SHEET NO. 7

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

7. **"Customer Service Line"** shall consist of the pipe from the outlet side of the Company's meter facilities on the Customer's property to the Customer's building.
8. **"Day"** shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
9. **"Dekatherm"** or **"Dth"** shall mean the Company's billing unit measured by its thermal value. A dekatherm is 1,000,000 Btus or one (1) MMBtu. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing. It shall be proper for Company to rely upon the heating value measurements or assumptions provided to Company by upstream suppliers for purposes of Company's determination of the heating value of the gas received by Customer. Company shall not be required to install any equipment to measure heating value at the Customer's premises for the purpose of converting volumetric measurements into Dth.
10. **"Delivery Point(s)"** shall mean the specific measurement location(s) listed on the Service Agreement at which the Company may deliver gas to Customer, and the specific location(s) at which Customer will receive such gas from Company.
11. **"Delivery Volume"** shall mean the daily volume of Gas scheduled and confirmed at the Points of Receipt less Shrinkage by or on behalf of Customer.
12. **"Distribution Main Line Extension"** is the general term that is commonly used to designate the complete line or connection between the Company's main line and the Customer's property line, or other agreed upon location, up to and including the Company's meter facilities.
13. **"Firm"** shall mean that each Dth the Customer nominates and the Company confirms at the Receipt Point(s), within the Customer's MDQ, will be delivered to

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

the Customer's Delivery Point(s) minus the Company's Shrinkage without interruption except under Force Majeure conditions or an energy emergency declared by the Commission.

14. **"General Gas Service"** shall mean a gas or natural gas service provided to any location where the use is equal to or less than 180,000 Dth per year and is primarily of a business, professional, institutional, or occupational nature.
15. **"Heating Value"** shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one cubic foot at 14.73 psia and 60°F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.
16. **"Imbalance"** shall mean the daily difference between the Delivery Volume and the actual metered volumes allocated to Customer at the Delivery Point(s).
17. **"Industrial Gas Service"** shall mean a gas or natural gas service provided to any location where the use exceeds 180,000 Dth per year and is primarily of a business, professional, institutional, or occupational nature.
18. **"Interruptible"** shall mean that each Dth the Customer nominates and the Company confirms at the Receipt Point(s), in excess of the Customer's MDQ if that Customer is taking Firm service, will be delivered to the Customer's Delivery Point(s) less the Company's Shrinkage, if the Company, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.
19. **"Maximum Daily Quantity" or "MDQ"** shall mean the maximum daily Firm natural gas quantity that the Customer shall be entitled to nominate during any

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24-hour period. The Customer's Maximum Daily Quantity, if any, shall be negotiated between the Customer and the Company by way of special contractual arrangement to be incorporated into the Customer's Service Agreement with Company.

20. **"Mcf"** shall mean 1,000 cubic feet.
 21. **"Month"** shall mean a calendar month beginning at 9:00 a.m. Central clock time on the first day of the calendar month and ending at 9:00 a.m. Central clock time the first day of the following calendar month.
 22. **"Nomination"** shall mean the confirmed Quantity of gas which the Customer shall arrange to have delivered to the Receipt Point(s) for redelivery by the Company to the Delivery Point(s). The Nomination shall include sufficient gas to account for the Company's Shrinkage.
 23. **"OAC"** shall mean the Ohio Administrative Code.
 24. **"Operational Flow Order" or "OFO"** shall mean a declaration made by the Company that conditions are such that the Company can only safely transport an amount of gas during a calendar day equal to the amount of gas which the Customer will actually deliver at the Receipt Point(s) on that calendar day.
 25. **"ORC"** shall mean the Ohio Revised Code.
 26. **"PUCO" or "Commission"** shall mean the Public Utilities Commission of Ohio, or any successor governmental authority.
 27. **"Quantity of Gas"** shall mean the number of units of gas expressed in Dth unless otherwise specified.
 28. **"Receipt Point(s)"** shall mean those measurement locations where Customer gas enters the Company's system.
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29. **"Residential Gas Service"** shall mean a gas or natural gas service provided to any location where the use is primarily of a domestic nature.
30. **"Service Agreement"** shall mean the individual contract that each Industrial Gas Service Customer shall sign and enter into with the Company prior to commencement of service, which, if applicable, shall identify: the Receipt Point(s) and Delivery Point(s); the MDQ; declares whether the service is Firm or Interruptible; and establishes the cost for the transportation and/or provision of natural gas. The Service Agreements shall be non-discriminatory and filed with the Commission pursuant to ORC § 4905.31 for approval. The term of the Service Agreement, unless otherwise agreed to as part of the Service Agreement, shall commence upon the filing of the Service Agreement by the Company. A Service Agreement may also be entered into by and between the Company and a General Gas Service Customer, which may modify, as allowed by law, the terms of service under these Rules and Regulations.
31. **"Short Term Firm Service"** shall mean available transport service on a Firm basis for a time period of 31 days or less.
32. **"Shrinkage"** shall mean the Quantity of Gas required by the Company to replace the estimated Quantity of Gas, which is required for compressor fuel, and lost-or-unaccounted-for gas when transporting the tendered quantities. This percentage which shall not exceed one (1.0) percent shall be set forth in the Customer's Service Agreement.
33. **"Written Notice"** shall mean a legible communication received by the intended recipient of the communication by United States mail, express courier, or confirmed facsimile. Written Notice may also be provided by Email, but shall not be effective until such time as (a) the Email is acknowledged by the intended recipient; or (b) a copy of such Email is received by the intended recipient by US mail, express courier, or facsimile.
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FIRST REVISED SHEET NO. 11
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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

II. **General Service Terms for All Services**

The following terms are applicable to all services offered under these Rules and Regulations.

1. **Subject to PUCO Rules and Regulations:** These Rules and Regulations are subject to and include as part thereof all orders, rules and regulations applicable to the Company from time to time issued or established by the Public Utilities Commission of Ohio under its powers with respect to all Customers. Such service provided by Company is also subject to all applicable federal laws, and to the orders, rules and regulations of any federal agency having jurisdiction thereof.
2. **Responsibility and Liability:** The Customer and the Company each assume full responsibility and liability for the maintenance and operation of their respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damage, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party; provided however, that neither party agrees to indemnify the other party for the negligence of the other party, its agents, servants or employees.
3. **No Waiver:** No waiver by the Company or the Customer of one or more defaults by the other of the provisions of service under this schedule shall be construed as a waiver of any other or further default or defaults, whether of a like or a different character.
4. **Force Majeure:** Except with regards to a Customer's obligation to make payment, neither Customer nor Company shall be liable to the other for failure to perform a firm obligation to the extent such failure was caused by Force Majeure.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

II. General Service Terms for All Services, continued

5. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension of the obligation. Force Majeure shall include, but shall not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, or explosions; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption of firm transportation and/or storage by upstream interstate pipeline(s); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) exercise of governmental emergency powers. Customer and Company shall make reasonable efforts to avoid the adverse impacts of a Force Majeure event and to promptly resolve any such event once it *has* occurred in order to resume performance.

Neither Customer nor Company shall be entitled to the benefit of the provision of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming Force Majeure failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship. The Customer or Company claiming Force Majeure shall not relieve either party from meeting all payment obligations.

Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the party experiencing such disturbances.

A party claiming Force Majeure must provide prompt notice to the other party. Initial notice may be given orally; however, written notification with reasonably full

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

II. General Service Terms for All Services, continued

particulars of the event or occurrence claimed to constitute Force Majeure is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make or accept delivery of gas, as applicable, to the extent and for the duration of the Force Majeure event, and neither party shall be deemed to have failed in such obligation to the other during such occurrences or event.

6. **Consumer Safeguards:** The Company shall maintain a listing including the 24-hour emergency number in each local telephone service provider's directory operating in the Company's service territory. The Company shall not commit any unfair or deceptive acts or practices in connection with the promotion or provision of service. The Company shall only disclose a Customer's account number without the Customer's written consent for natural gas company collections, and/or credit reporting or pursuant to a court order or subpoena. The Company shall not disclose a Customer's social security number without the Customer's written consent or without a court order except for the purpose of completing a customer credit evaluation. Upon Customer request, the Company shall timely provide twelve months of a Customer's usage history and twenty-four months of a Customer's payment history to the Customer.
7. **Written Summary Information:** The Company shall provide to new Customers and to existing Customers who request it, a written summary information dealing with whom to contact concerning different rights and responsibilities.
8. **Law or Regulatory Changes:** Subject to any contrary terms in Customer's Service Agreement, in the event a new law or regulation takes effect which renders a provision in this tariff to be unlawful or in violation of a law or regulation, Company's performance shall be excused under this tariff to the extent that Company's performance of its obligations would be unlawful or in violation of a law or regulation. Company shall provide written notice to

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

II. General Service Terms for All Services, continued

Customer of any suspension of Company's performance as a result of a new law or regulation.

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FIRST REVISED SHEET NO. 15
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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

III. General Gas Service and Residential Gas Service General Terms

A. General Gas Service General Terms:

1. **Initiation and Installation of Service:** All applications for service shall be made through the local office of the Company or its authorized agents. Company's service to Customer of General Gas Service shall be initiated and installed in accordance with Rule 4901:1-13-05(A) of the Ohio Administrative Code. Where such a Customer requests new service that requires the installation of a main line extension, the Company shall first determine if the main line should be extended. The Company will permit any prospective General Gas Service Customer requesting service to connect to its existing lines pursuant to the terms and conditions described in these Rules and Regulations, and will extend its existing lines to provide service to a prospective General Gas Service Customer where such extension is deemed to be operationally feasible and economically justified based on a cost-benefit analysis. If the Company determines to extend the main line, it shall contact the prospective General Gas Service Customer within thirty days to provide (a) an estimate of the cost of the main line extension, (b) the amount, if any, of a deposit, and (c) an estimated date by which the main line extension will be completed. The Company shall perform the connection and shall install all necessary piping and appurtenances (including the pressure regulator(s), positive shut-off drip, and meter). Unless otherwise agreed, the Customer shall be responsible for the cost of all facilities required to interconnect to Company's gas supply facilities.

If the Company cannot complete the requested service installation on time, it shall promptly notify the Customer of the delay, the reasons for the delay, the steps being taken to complete the work, and the probable completion date. If a rescheduled completion date cannot be met, the Customer shall be promptly notified and, if the completion date is delayed by more than three business days, written notification shall be given to the Customer providing the reasons for the

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

III. General Gas Service and Residential Gas Service General Terms, continued

delay, the steps being taken to complete the work and the new rescheduled completion date.

2. **Distribution Main Line Extension:** The general term "Distribution Main Line extension" is commonly used to designate the complete line or connection between the Company's main line and the General Gas Service Customer's property line, or other agreed upon location, up to and including the Company's meter facilities.

3. **Customer Service Line:** The Customer Service Line consists of the pipe from the outlet side of the Company's meter facilities on the Customer's property to the Customer's building. Unless agreed otherwise, the General Gas Service Customer shall install, own and maintain, at the Customer's expense, its own Service Line. The Customer Service Line, Customer piping, fittings, valves, connections, equipment venting and all associated equipment shall be installed with materials and workmanship which meet the reasonable requirements of the Company and shall be subject to inspection or test by the Company. The Company shall have no obligation to establish service until after such requirements of the Company with respect to the facilities in place at the time of the test.

In the case of leak, error, patent defect or other unsatisfactory condition resulting in the disapproval of the line or piping by the Company, the necessary correction shall be made at the Customer's expense; and then the lines and piping will be inspected and tested again by the Company. Each inspection and test, when required after correction, shall be subject to a charge covering the cost thereof.

4. **Pressure Regulators:** Where General Gas Service is provided from high pressure lines, the Company shall furnish the necessary pressure regulator or regulators with the cost allocated or assigned to the General Gas Service

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

III. General Gas Service and Residential Gas Service General Terms, continued

Customer, which regulator or regulators shall remain the property of the Company.

Such Customer shall install and maintain, at its expense, substantial housing acceptable to the Company in size and design for the regulator or regulators and the meter and related facilities in order to protect them from the weather and molestation.

If it becomes necessary to construct, operate, and maintain a heater to maintain satisfactory operation of the regulator or regulators, the gas used in such heater shall be at the expense of the Customer and shall be taken from the outlet side of the meter serving the Customer.

5. **Meters:** The Company will furnish each Customer of General Gas Service, with the cost allocated or assigned to the General Gas Service Customer, with a meter of such size and type as the Company may determine will adequately serve the property of the Company, and the Company shall have the right to replace it as the Company may deem it necessary.

The Company shall determine the location of the meter, which shall ordinarily be near the property line boundary or some other agreed upon location, outside of any enclosed building and shall be accessible to the Company without the necessity of Customer presence or approval.

When changes in 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.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

III. General Gas Service and Residential Gas Service General Terms, continued

The owner of the service property address 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 meter, regulators or gauges.

6. **Quantity of Gas Delivered by Meter:** Unless otherwise agreed to, gas will be measured by a volumetric or thermal meter installed by the Company which shall be and remain the property of the Company with the point of measurement to be at the Delivery Point. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration and bills shall reflect the consumption so registered. Any mistake in reading the registration, however, shall not affect the liability for gas consumed as determined by a corrected reading of the registration. A correction billing based upon discovery of a prior error shall be honored by the General Gas Service Customer.

7. **Unit of Measurement:** The unit of measurement shall be either in dekatherms or that quantity of gas which will occupy one (1) cubic foot at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute (thirty [30] inches of mercury), a temperature base of sixty (60) degrees Fahrenheit, (five hundred twenty [520] degrees absolute), and without adjustment for water vapor content. To determine the volume of gas delivered, factors such as those required for pressure, temperature, and specific gravity and deviation from Boyle's law, shall be applied.

8. **Estimated Bill:** When the meter is not read, the Company may estimate the quantity of gas consumed and render a bill for such quantity. All estimated bills shall at some time be followed by a billing based upon a meter reading. The Company shall obtain actual readings of its Customer meters at least once every twelve months as well as at the initiation of service and the termination of

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

III. General Gas Service and Residential Gas Service General Terms, continued

service, but will make reasonable attempts to read the meter on regular monthly intervals.

A Customer may request an actual meter read, without charge, if the Customer's usage has been estimated for more than two of the immediately preceding billing cycles consecutively or if the Customer has reasonable grounds to believe that the meter is malfunctioning. If the Company has read the meter within the immediately preceding 70 days it shall inform the Customer, when the Customer contacts the Company to initiate or terminate service, of the Customer's right to have an actual meter read at no charge to the Customer.

9. **Meter Test and Incorrect Meter Readings:** The Company shall test the meter within thirty business days after the date of a request by Customer. The Customer or the Customer's representative has the right to be present when the meter test is performed at the Customer's request. The Customer shall be informed by the Company of the Customer's right to be present at the meter test during the time that such meter test is being scheduled. Company shall provide Customer a written explanation of the test results within ten business days of the completed test. If the meters test within 3% or better of accurate measurement, then the cost of the test shall be paid by the party requesting the test. If the meters are found to be inaccurate by more than 3%, the Company shall pay for the test and shall provide a properly functioning meter. No adjustment based upon meter inaccuracies shall be made for delivery charges or natural gas imbalances unless a meter tests inaccurate by more than 3%. Any such billing correction, to be made within thirty days, shall only be to the 3% error level for a period of time no longer than to the last meter testing or twelve months, whichever is less. This section does not apply in the event there has been either tampering or an unauthorized reconnection of the meter or related equipment during the subject period of time. Meters are ordinarily read at monthly intervals but may be read more or less frequently at Company's option.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

III. General Gas Service and Residential Gas Service General Terms, continued

10. **Discontinuance of Supply on Notice of Defect in Customer's Property:** If the Customer Service Line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment on a Customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of such defect or condition and reasonable notice to the General Gas Service Customer, may discontinue the supply of gas to such Customer until such defect or condition has been rectified by the Customer in compliance with the reasonable requirements of the Company.

11. **No Responsibility for Material or Workmanship:** The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in, the Customer Service Line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship.

12. **Inspection of Altered Piping:** It shall be the duty of the Customer of General Gas Service to notify the Company promptly of any additions, changes, alterations, remodeling or reconstruction affecting gas piping on the Customer's premises.

Prior to (a) initial operation or (b) either reestablishing gas service (including after an outage), the Company shall conduct pressure testing or dial testing on the gas piping downstream of the meter to determine that no leaks exist at the General Gas Service Customer's sole cost. The pressure testing for General Gas Service shall be accomplished consistent with the requirements of OAC Rule 4901:1-13-05(A)(3).

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

III. General Gas Service and Residential Gas Service General Terms, continued

13. **Scheduled Appointments With Customers:** The Company shall provide General Gas Service Customers with an expected Company arrival time window of four hours or less for all appointments requiring the Customer to be present. When the Company will not be able to meet a scheduled appointment, it shall reasonably attempt to notify such Customer in advance of the failure to meet the appointment and arrange a new appointment date and time. The Company shall follow the procedures for appointments pursuant to OAC Rule 4901:1-13-05(C).

14. **Turning Gas On:** The General Gas Service Customer, after making proper application for service, shall notify the Company when it desires service to be established. In no case shall such Customer, or its agent or employee, turn on the gas supply to Customer's facilities at the curb or meter cock.

15. **Service Not Transferable:** No person may commence the use of gas until after making application therefore. Any successor in interest to a General Gas Service Customer, including without limitation, assignees, trustees, receivers, and conservators, shall be deemed to be a person who must make application for service and shall have thirty days in which to make application.

16. **Continuity of Service:** Subject to the physical and operating characteristics of Company's gas supply facilities, the Company shall make reasonable provision to supply gas in sufficient quantity and at adequate or uniform pressure, but does not guarantee constant supply or adequate pressure. The Company shall not be liable in damages for failure to supply gas or for interruptions in service, and shall be relieved of its obligations to serve and may discontinue or modify service, if such failure or interruption is due to acts of God, or the public enemy, military action, wars, insurrections, riots, civil disturbances, vandalism, strikes, fires, floods, washouts, explosions, acts or orders of any civil, judicial or military authorities, failure of gas supply or gas facilities, and without

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

III. General Gas Service and Residential Gas Service General Terms, continued

limitation by the foregoing, accidents, contingencies or other causes beyond the control of the Company.

Without incurring any liability therefore, the Company may also suspend service after reasonable notice, for such period as may be reasonably necessary to make repairs to or changes in its gas supply systems or other property.

17. Quality of Gas: The Company's supply of natural gas is received principally from the interstate gas transmission system. Thus, the heating value and specific gravity of gases received may vary between Receipt Points from day to day. These variations are beyond the control of the Company, which can only dispatch the gases received. Pursuant to 4933.06 of the Revised Code, except as otherwise provided in arrangements approved under section 4905.31 of the Revised Code, natural gas delivered to General Gas Service Customers shall have a heating value of not less than 900 BTU per standard cubic foot, when measured in the laboratory by direct heat release or by chemical composition, according to the procedures of the American Society for Testing and Materials or other recognized analytical methods in effect on the effective date of this section.

18. Service Not to be Disturbed: No Customer of General Gas Service 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 such 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.

19. No Customer Shall Sell to Another: A General Gas Service Customer shall not supply or sell gas for use in any location or by any person other than that specified in the application for service.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

III. General Gas Service and Residential Gas Service General Terms, continued

20. **Access to Premises:** The Company and its authorized employees shall have access at all reasonable times to the Company's facilities and at all of the premises in which gas supplied by the Company is used or is to be used. The Company's employees and agents seeking access to the Customer's or landlord's premises shall, upon request, identify himself/herself and state the reasons for visit.

21. **Customer's Responsibility:** Unless agreed otherwise, the General Gas Service Customer assumes all responsibility for the Customer Service Line and all property owned by the Customer on Customer's side of the meter at the Delivery Point, for the service supplied or taken, as well as for the installation and appliances used in connection therewith, and will save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on Customer's side of the meter at the Delivery Point.

22. **Right-of-Way and Line:** The General Gas Customer, without reimbursement, will make or procure conveyance to the Company of right-of-way and installed lines satisfactory to it across property between Company's main lines and Customer's property at the location where service is to be furnished, including property owned or controlled by Customer for Company's supply mains, extensions thereof, or appurtenances necessary for or incidental to the supplying of service to Customer. Subject to the Customer reimbursement as may be required by the Company, the Company will make or procure conveyance of other rights-of-ways that may be necessary for or incidental to the supplying of service to the Customer. In the Company's discretion, it may allow the General Gas Service Customer to provide a license in lieu of right-of-way for installed lines. Notwithstanding the foregoing above, the Customer's consent to the Company providing service to the Customer shall also be the consent for the Customer to convey a right-of-way or to grant a license to the Company to install

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III. General Gas Service and Residential Gas Service General Terms, continued

the Company's facilities necessary for the provision of service on the Customer's property.

23. Customer Shall Satisfactorily Secure Account: Subject to the requirements of ORC § 4933.17, the Company may require a General Gas Service Customer to satisfactorily secure an account unless other arrangements are made. Customer's obligation to satisfactorily secure an account can be based upon, but not limited to, a determination by the Company that Customer's current financial or credit status will not support the level of service contracted for, in which case the Company may request that the Customer post the appropriate amount of collateral. Collateral may be in the form of a prepayment, cash deposit, letter of credit, creditworthy parent guarantee or other security acceptable to the Company. The Company reserves the right to review the Customer's credit worthiness at any time. Upon request, but not more than twice in any 12-month period, the Customer must provide current financial information. Upon acceptance of a cash deposit, the Company shall furnish a receipt showing the name of the Customer, the address of the premises, the billing address, a statement as to the interest rate to be paid, the length of time the deposit will be held in order to qualify for interest, and the conditions for refunding the deposits. To the extent the Company may require a deposit, it will adhere to the provisions of Rules 4901:1-17-03 through 4901:1-17-08 of the OAC.

24. Right to Shut Off Gas: After reasonable notice, the Company shall have the right to discontinue service and the right to disconnect and remove from the premises of any Customer the meter and any other property belonging to the Company for any of the following reasons or purposes:

- (1) Refusing access;
- (2) Non-payment of bills for gas or transportation, when due;
- (3) Failure to furnish or maintain required security;

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- (4) Non-use of gas or transportation service;
- (5) Theft of service, tampering of property, or fraudulent representation or practice;
- (6) Whenever deemed necessary by the Company for safety reasons;
- (7) Violation of any of these Rules and Regulations or any written Service Agreement;
- (8) Customer request;
- (9) Customer vacates premises;
- (10) When a safety hazard or emergency may threaten the health and safety of others or other property;
- (11) When a Customer/consumer uses gas in a manner detrimental to the service of others;
- (12) Violation of law; and
- (13) Failure to comply with a contract or tariff.

The Company shall follow the provisions of OAC Rule 4901:1-13-09 in the event of disconnection of service for tampering or unauthorized reconnection or for disconnection of service for fraudulent practice.

25. Reconnection of Service: Unless a General Gas Service Customer requests or agrees otherwise, the Company shall reconnect service by the close of the following regular working day after it receives full amount in arrears for which service was disconnected and receives any deposit required and any tariff charges, and agrees with the Customer on a deferred payment plan and already received a payment (if required under the plan) as well as any required deposit or tariff charges, or the Customer establishes that the conditions that warranted disconnection of service have been eliminated.

26. Records and Accounts: The Company shall maintain and retain records consistent with OAC Rules 4901:1-13-03 and Appendix A to OAC Rule 4901:1-9-06. The Company shall keep its books of accounts and records in accordance

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III. General Gas Service and Residential Gas Service General Terms, continued

with the Uniform System of Accounts as required by the Public Utilities Commission of Ohio prescribed by to OAC Rule 4901:1-13-13.

27. Other Regulatory Duties and Obligations: With respect to service to General Gas Service Customers, the Company shall follow the requirements of Rules 4901:1-13-01 through 04, Rule 4901:1-13-05(A)(3)(a) and (d) and (B) through (E), Rules 4901:1-13-06 through 4901:1-13-14 of the OAC.

28. Consumer Safeguards: The Company shall maintain a listing including the 24-hour emergency number in each local telephone service provider's directory operating in the Company's service territory. The Company shall not commit any unfair or deceptive acts or practices in connection with the promotion or provision of service. The Company shall only disclose a Customer's account number or Social Security Number without the Customer's written consent for natural gas company credit evaluation, collections, and/or credit reporting or pursuant to a court order or subpoena. Upon Customer request, the Company shall timely provide twelve months of a Customer's usage history and twenty-four months of a Customer's payment history to the Customer.

29. Provision of Customer Rights and Obligations: The Company shall provide to new Customers and to existing Customers who request it, a written summary of the Customer's rights and responsibilities. Pursuant to Rule 4901:1-13-06 of the Ohio Administrative Code, this written summary information will appear on the Company's website.

30. Billing Periods: Bills ordinarily are rendered regularly at monthly intervals. Non-receipt of bills by the Customer does not release or diminish the obligation of the Customer with respect to payment thereof. Bills are typically rendered and sent out on the tenth day of each month. All bills shall be due no earlier than fifteen days from the date of the postmark on the bill. Bills shall

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III. General Gas Service and Residential Gas Service General Terms, continued

contain the information required by Rule 4901:1-13-11 of the Ohio Administrative Code. Meters are ordinarily read at monthly intervals.

31. **Payment of Bills:** Bills may be paid by the Customer at any office of the Company during its regular office hours, to anyone of the Company's authorized collecting agents during the regular office hours of such agent, or by first-class mail addressed to the Company address shown on the bill. Any remittance received by the Company by first-class mail bearing U.S. Postal Office cancellation date corresponding with or previous to the last date of the net payment period will be accepted by the Company as within the net payment period. Upon request, the Company will provide an updated list of ways to pay bills.

32. **Complaints and Complaint Handling Procedure:** The Company will make a good faith effort to settle unresolved disputes. It will provide a status report within three business days of receipt to the Customer and to the Commission Staff. If the investigation is not completed within ten days, the Company shall provide status reports to update the Customer or update the Customer and Commission Staff when investigating a complaint at five business day intervals. The Company shall inform the Customer and the Commission Staff of the results of the investigation either orally or in writing no later than five business days after the completion of the investigation. If requested, the final report may be reduced to writing. If the Customer disputes the Company's report, the Company shall inform the Customer that the Commission Staff is available to mediate complaints and the Company will provide contact information.

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III. General Gas Service and Residential Gas Service General Terms, continued

B. Residential Gas Service General Terms:

1. **Initiation and Installation of Service:** All applications for service shall be made through the local office of the Company or its authorized agents. Company's service to Customer of Residential Gas Service shall be initiated and installed in accordance with Rule 4901:1-13-05(A) of the Ohio Administrative Code. Where such a Customer requests new service that requires the installation of a main line extension, the Company shall first determine if the main line should be extended. The Company will permit any prospective Residential Gas Service Customer requesting service to connect to its existing lines pursuant to the terms and conditions described in these Rules and Regulations, and will extend its existing lines to provide service to a prospective Residential Gas Service Customer where such extension is deemed to be operationally feasible and economically justified based on a cost-benefit analysis. If the Company determines to extend the main line, it shall contact the prospective Residential Gas Service Customer within thirty days to provide (a) an estimate of the cost of the main line extension, (b) the amount, if any, of a deposit, and (c) an estimated date by which the main line extension will be completed. The Company shall perform the connection and shall install all necessary piping and appurtenances (including the pressure regulator(s), positive shut-off drip, and meter). Unless otherwise agreed, the Customer shall be responsible for the cost of all facilities required to interconnect to Company's gas supply facilities.

If the Company cannot complete the requested service installation on time, it shall promptly notify the Customer of the delay, the reasons for the delay, the steps being taken to complete the work, and the probable completion date. If a rescheduled completion date cannot be met, the Customer shall be promptly notified and, if the completion date is delayed by more than three business days, written notification shall be given to the Customer providing the reasons for the

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III. General Gas Service and Residential Gas Service General Terms, continued

delay, the steps being taken to complete the work and the new rescheduled completion date.

2. **Distribution Main Line Extension:** The general term "Distribution Main Line extension" is commonly used to designate the complete line or connection between the Company's main line and the Residential Gas Service Customer's property line, or other agreed upon location, up to and including the Company's meter facilities.

Upon application for a Residential Gas Service extension of main, the Company may enter into a line extension agreement providing for a deposit with the Company of a sum deemed adequate by the Company to cover the cost to be incurred by it. The amount of deposit shall be determined by multiplying the footage by the average cost per foot to the Company of similar size main installed during the preceding calendar year. The sum so deposited shall be subject to refund for each additional applicant who becomes a bona fide customer connected to the extension but not to laterals therefrom or to further extensions thereof. No refunds shall be paid after the expiration of seven years from the date of the agreement.

When a main extension is necessary to provide service availability to plots of lots or real estate subdivisions and such main extension is not deemed justified at the Company's expense, the owners, developers or promoters of such plots of lots or real estate subdivisions may enter into a line extension agreement and deposit with the Company the estimated cost of that portion of the main extension which is not deemed justified at the Company's expense. This deposit will be refunded for each bona fide customer connected to the extension but not to laterals therefrom or to further extensions thereof. No refunds shall be paid after the expiration of seven (7) years from the date of the agreement.

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Where a main extension is requested for mixed use (combination residential and commercial projects), commercial projects or industrial projects, and all or part of such main extension is not deemed economically justified at the Company's expense, based on a cost-benefit study, the Company shall require the applicant or applicants to enter into a line extension agreement and deposit with the Company the estimated cost of that portion of the main extension which is not deemed economically justified at the Company's expense, based on such study. This deposit will be refunded annually, based upon the incremental volumes sold directly from the main extension which are over and above those volumes used to determine the portion of the main extension to be done at the Company's expense. The refund shall be determined by multiplying such incremental volumes by the applicable base rates. No refunds shall be paid after the expiration of seven (7) years from the date of the agreement.

In no case shall the total refunds exceed the amount deposited for the extension. Deposits will not draw interest. All extensions shall be property of the Company. The Company shall have no obligation to make any extensions during the months of December, January, February, or March. Where a main extension is deemed economically justified at the Company's expense, based upon a cost-benefit study, no deposit shall be required.

3. **Customer Service Line:** The Customer Service Line consists of the pipe from the outlet side of the Company's meter facilities on the Customer's property to the Customer's building. Unless agreed otherwise, the Residential Gas Service Customer shall install, own and maintain, at the Customer's expense, its own Service Line. The Customer Service line, Customer piping, fittings, valves, connections, equipment venting and all associated equipment shall be installed with materials and workmanship which meet the reasonable requirements of the Company and shall be subject to inspection or test by the Company. The Company shall have no obligation to establish service until after such requirements of the Company with respect to the facilities in place at the time of the test.

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In the case of leak, error, patent defect or other unsatisfactory condition resulting in the disapproval of the line or piping by the Company, the necessary correction shall be made at the Customer's expense; and then the lines and piping will be inspected and tested again by the Company. Each inspection and test, when required after correction, shall be subject to a charge covering the cost thereof.

4. **Pressure Regulators:** Where Residential Gas Service is provided from high pressure lines, the Company shall furnish the necessary pressure regulator or regulators with the cost allocated or assigned to the Residential Gas Service Customer, which regulator or regulators shall remain the property of the Company.

Such Customer shall install and maintain, at its expense, substantial housing acceptable to the Company in size and design for the regulator or regulators and the meter and related facilities in order to protect them from the weather and molestation.

If it becomes necessary to construct, operate, and maintain a heater to maintain satisfactory operation of the regulator or regulators, the gas used in such heater shall be at the expense of the Customer and shall be taken from the outlet side of the meter serving the Customer.

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III. General Gas Service and Residential Gas Service General Terms, continued

5. **Meters:** The Company will furnish each Customer of Residential Gas Service, with the cost allocated or assigned to the Residential Gas Service Customer, with a meter of such size and type as the Company may determine will adequately serve the property of the Company, and the Company shall have the right to replace it as the Company may deem it necessary.

The Company shall determine the location of the meter, which shall ordinarily be near the property line boundary or some other agreed upon location, outside of any enclosed building and shall be accessible to the Company without the necessity of Customer presence or approval.

When changes in 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.

The owner of the service property address 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 meter, regulators or gauges.

6. **Quantity of Gas Delivered by Meter:** Unless otherwise agreed to, gas will be measured by a volumetric or thermal meter installed by the Company which shall be and remain the property of the Company with the point of measurement to be at the Delivery Point. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration and bills shall reflect the consumption so registered. Any mistake in reading the registration, however, shall not affect the liability for gas consumed as determined by a corrected reading of the registration. A correction billing

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based upon discovery of a prior error shall be honored by the Residential Gas Service Customer.

7. **Unit of Measurement:** The unit of measurement shall be either in dekatherms or that quantity of gas which will occupy one (1) cubic foot at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute (thirty [30] inches of mercury), a temperature base of sixty (60) degrees Fahrenheit, (five hundred twenty [520] degrees absolute), and without adjustment for water vapor content. To determine the volume of gas delivered, factors such as those required for pressure, temperature, and specific gravity and deviation from Boyle's law, shall be applied.

8. **Estimated Bill:** When the meter is not read, the Company may estimate the quantity of gas consumed and render a bill for such quantity. All estimated bills shall at some time be followed by a billing based upon a meter reading. The Company shall obtain actual readings of its Customer meters at least once every twelve months as well as at the initiation of service and the termination of service, but will make reasonable attempts to read the meter on regular monthly intervals.

A Customer may request an actual meter read, without charge, if the Customer's usage has been estimated for more than two of the immediately preceding billing cycles consecutively or if the Customer has reasonable grounds to believe that the meter is malfunctioning. If the Company has read the meter within the immediately preceding 70 days it shall inform the Customer, when the Customer contacts the Company to initiate or terminate service, of the Customer's right to have an actual meter read at no charge to the Customer.

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III. General Gas Service and Residential Gas Service General Terms, continued

9. **Meter Test and Incorrect Meter Readings:** The Company shall test the meter within thirty business days after the date of a request by Customer. The Customer or the Customer's representative has the right to be present when the meter test is performed at the Customer's request. The Customer shall be informed by the Company of the Customer's right to be present at the meter test during the time that such meter test is being scheduled. Company shall provide Customer a written explanation of the test results within ten business days of the completed test. If the meters test within 3% or better of accurate measurement, then the cost of the test shall be paid by the party requesting the test. If the meters are found to be inaccurate by more than 3%, the Company shall pay for the test and shall provide a properly functioning meter. No adjustment based upon meter inaccuracies shall be made for delivery charges or natural gas imbalances unless a meter tests inaccurate by more than 3%. Any such billing correction, to be made within thirty days, shall only be to the 3% error level for a period of time no longer than to the last meter testing or twelve months, whichever is less. This section does not apply in the event there has been either tampering or an unauthorized reconnection of the meter or related equipment during the subject period of time. Meters are ordinarily read at monthly intervals but may be read more or less frequently at Company's option.

10. **Discontinuance of Supply on Notice of Defect in Customer's Property:** If the Customer Service Line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment on a Customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of such defect or condition and reasonable notice to the Residential Gas Service Customer, may discontinue the supply of gas to such Customer until such defect or condition has been rectified by the Customer in compliance with the reasonable requirements of the Company.

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11. No Responsibility for Material or Workmanship: The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in, the Customer Service Line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship.

12. Inspection of Altered Piping: It shall be the duty of the Customer of Residential Gas Service to notify the Company promptly of any additions, changes, alterations, remodeling or reconstruction affecting gas piping on the Customer's premises.

Prior to (a) initial operation or (b) either reestablishing gas service (including after an outage), the Company shall conduct pressure testing or dial testing on the gas piping downstream of the meter to determine that no leaks exist at the Residential Gas Service Customer's sole cost. The pressure testing for Residential Gas Service shall be accomplished consistent with the requirements of OAC Rule 4901:1-13-05(A)(3).

13. Scheduled Appointments With Customers: The Company shall provide Residential Gas Service Customers with an expected Company arrival time window of four hours or less for all appointments requiring the Customer to be present. When the Company will not be able to meet a scheduled appointment, it shall reasonably attempt to notify such Customer in advance of the failure to meet the appointment and arrange a new appointment date and time. The Company shall follow the procedures for appointments pursuant to OAC Rule 4901:1-13-05(C).

14. Turning Gas On: The Residential Gas Service Customer, after making proper application for service, shall notify the Company when it desires service to

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be established. In no case shall such Customer, or its agent or employee, turn on the gas supply to Customer's facilities at the curb or meter cock.

15. Service Not Transferable: No person may commence the use of gas until after making application therefore. Any successor in interest to a Residential Gas Service Customer, including without limitation, assignees, trustees, receivers, and conservators, shall be deemed to be a person who must make application for service and shall have thirty days in which to make application.

16. Continuity of Service: Subject to the physical and operating characteristics of Company's gas supply facilities, the Company shall make reasonable provision to supply gas in sufficient quantity and at adequate or uniform pressure, but does not guarantee constant supply or adequate pressure. The Company shall not be liable in damages for failure to supply gas or for interruptions in service, and shall be relieved of its obligations to serve and may discontinue or modify service, if such failure or interruption is due to acts of God, or the public enemy, military action, wars, insurrections, riots, civil disturbances, vandalism, strikes, fires, floods, washouts, explosions, acts or orders of any civil, judicial or military authorities, failure of gas supply or gas facilities, and without limitation by the foregoing, accidents, contingencies or other causes beyond the control of the Company.

Without incurring any liability therefore, the Company may also suspend service after reasonable notice, for such period as may be reasonably necessary to make repairs to or changes in its gas supply systems or other property.

17. Quality of Gas: The Company's supply of natural gas is received principally from the interstate gas transmission system. Thus, the heating value and specific gravity of gases received may vary between Receipt Points from day to day. These variations are beyond the control of the Company, which can only

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18. dispatch the gases received. Pursuant to 4933.06 of the Revised Code, except as otherwise provided in arrangements approved under section 4905.31 of the Revised Code, natural gas delivered to Residential Gas Service Customers shall have a heating value of not less than 900 BTU per standard cubic foot, when measured in the laboratory by direct heat release or by chemical composition, according to the procedures of the American Society for Testing and Materials or other recognized analytical methods in effect on the effective date of this section.

19. **Service Not to be Disturbed:** No Customer of Residential Gas Service 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 such 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.

20. **No Customer Shall Sell to Another:** A Residential Gas Service Customer shall not supply or sell gas for use in any location or by any person other than that specified in the application for service.

21. **Access to Premises:** The Company and its authorized employees shall have access at all reasonable times to the Company's facilities and at all of the premises in which gas supplied by the Company is used or is to be used. The Company's employees and agents seeking access to the Customer's or landlord's premises shall, upon request, identify himself/herself and state the reasons for visit.

22. **Customer's Responsibility:** Unless agreed otherwise, the Residential Gas Service Customer assumes all responsibility for the Customer Service Line and all property owned by the Customer on Customer's side of the meter at the

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Delivery Point, for the service supplied or taken, as well as for the installation and appliances used in connection therewith, and will save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on Customer's side of the meter at the Delivery Point.

23. Right-of-Way and Line: The Residential Gas Customer, without reimbursement, will make or procure conveyance to the Company of right-of-way and installed lines satisfactory to it across property between Company's main lines and Customer's property at the location where service is to be furnished, including property owned or controlled by Customer for Company's supply mains, extensions thereof, or appurtenances necessary for or incidental to the supplying of service to Customer. Subject to the Customer reimbursement as may be required by the Company, the Company will make or procure conveyance of other rights-of-ways that may be necessary for or incidental to the supplying of service to the Customer. In the Company's discretion, it may allow the Residential Gas Customer to provide a license in lieu of right-of-way for installed lines. Notwithstanding the foregoing above, the Customer's consent to the Company providing service to the Customer shall also be the consent for the Customer to convey a right-of-way or to grant a license to the Company to install the Company's facilities necessary for the provision of service on the Customer's property.

24. Customer Shall Satisfactorily Secure Account: Subject to the requirements of ORC § 4933.17, the Company may require a Residential Gas Service Customer to satisfactorily secure an account unless other arrangements are made. Customer's obligation to satisfactorily secure an account can be based upon, but not limited to, a determination by the Company that Customer's current financial or credit status will not support the level of service contracted

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for, in which case the Company may request that the Customer post the appropriate amount of collateral. Collateral may be in the form of a prepayment, cash deposit, letter of credit, creditworthy parent guarantee or other security acceptable to the Company. The Company reserves the right to review the Customer's creditworthiness at any time. Upon request, but not more than twice in any 12-month period, the Customer must provide current financial information. Upon acceptance of a cash deposit, the Company shall furnish a receipt showing the name of the Customer, the address of the premises, the billing address, a statement as to the interest rate to be paid, the length of time the deposit will be held in order to qualify for interest, and the conditions for refunding the deposits. To the extent the Company requires a deposit, it will adhere to the provisions of Rules 4901:1-17-03 through 4901:1-17-08 of the OAC.

25. Right to Shut Off Gas; Disconnection Provisions: After reasonable notice, the Company shall have the right to discontinue service and the right to disconnect and remove from the premises of any Customer the meter and any other property belonging to the Company for any of the following reasons or purposes:

- (1) Refusing access;
- (2) Non-payment of bills for gas or transportation, when due;
- (3) Failure to furnish or maintain required security;
- (4) Non-use of gas or transportation service;
- (5) Theft of service, tampering of property, or fraudulent representation or practice;
- (6) Whenever deemed necessary by the Company for safety reasons;
- (7) Violation of any of these Rules and Regulations or any written Service Agreement;
- (8) Customer request;

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- (9) Customer vacates premises;
- (10) When a safety hazard or emergency may threaten the health and safety of others or other property;
- (11) When a Customer/consumer uses gas in a manner detrimental to the service of others;
- (12) Violation of law; and
- (13) Failure to comply with a contract or tariff.

If a Residential Gas Customer is delinquent in payment for regulated services, the Company may disconnect the Customer's service, after fourteen days' notice, and after following all of the provisions of Rule 4901:1-18-06 of the OAC.

The Company shall follow the provisions of OAC Rule 4901:1-13-09 in the event of disconnection of service for tampering or unauthorized reconnection or for disconnection of service for fraudulent practice.

26. Reconnection of Service: Unless a Residential Gas Service Customer requests or agrees otherwise, the Company shall reconnect service by the close of the following regular working day after it receives full amount in arrears for which service was disconnected and receives any deposit required and any tariff charges, and agrees with the Customer on a deferred payment plan and already received a payment (if required under the plan) as well as any required deposit or tariff charges, or the Customer establishes that the conditions that warranted disconnection of service have been eliminated.

27. Records and Accounts: The Company shall maintain and retain records consistent with OAC Rules 4901:1-13-03 and Appendix A to OAC Rule 4901:1-9-06. The Company shall keep its books of accounts and records in accordance

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with the Uniform System of Accounts as required by the Public Utilities Commission of Ohio prescribed by to OAC Rule 4901:1-13-13.

28. **Other Regulatory Duties and Obligations:** With respect to service to Residential Gas Service Customers, the Company shall follow the requirements of Rules 4901:1-13-01 through 4901:1-13-07 and Rules 4901:1-13-09 through 4901:1-13-14 of the OAC.

29. **Consumer Safeguards:** The Company shall maintain a listing including the 24-hour emergency number in each local telephone service provider's directory operating in the Company's service territory. The Company shall not commit any unfair or deceptive acts or practices in connection with the promotion or provision of service. The Company shall only disclose a customer's account number or Social Security Number without the customer's written consent for natural gas company credit evaluation, collections, and/or credit reporting or pursuant to a court order or subpoena. Upon customer request, the Company shall timely provide twelve months of a customer's usage history and twenty-four months of a customer's payment history to the customer.

30. **Provision of Customer Rights and Obligations:** The Company shall provide to new Customers and to existing Customers who request it, a written summary of the Customer's rights and responsibilities. Pursuant to Rule 4901:1-13-06 of the Ohio Administrative Code, this written summary information will appear on the Company's website.

31. **Billing Periods:** Bills ordinarily are rendered regularly at monthly intervals. Non-receipt of bills by the customer does not release or diminish the obligation of the customer with respect to payment thereof. Bills are typically rendered and sent out on the tenth day of each month. All bills shall be due no earlier than fifteen days from the date of the postmark on the bill. Bills shall

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III. General Gas Service and Residential Gas Service General Terms, continued

contain the information required by Rule 4901:1-13-11 of the Ohio Administrative Code. Meters are ordinarily read at monthly intervals.

32. **Payment of Bills:** Bills may be paid by the Customer at any office of the Company during its regular office hours, to anyone of the Company's authorized collecting agents during the regular office hours of such agent, or by first-class mail addressed to the Company address shown on the bill. Any remittance received by the Company by first-class mail bearing U.S. Postal Office cancellation date corresponding with or previous to the last date of the net payment period will be accepted by the Company as within the net payment period. Upon request, the Company will provide an updated list of ways to pay bills.

33. **Complaints and Complaint Handling Procedure:** The Company will make a good faith effort to settle unresolved disputes. It will provide a status report within three business days of receipt to the Customer and to the Commission Staff. If the investigation is not completed within ten days, the Company shall provide status reports to update the Customer or update the Customer and Commission Staff when investigating a complaint at five business day intervals. The Company shall inform the Customer and the Commission Staff of the results of the investigation either orally or in writing no later than five business days after the completion of the investigation. If requested, the final report may be reduced to writing. If the Customer disputes the Company's report, the Company shall inform the Customer that the Commission Staff is available to mediate complaints and the Company will provide contact information.

34. **Extended Payment Plans:** Upon contact by a Customer whose account is delinquent or who desires to avoid a delinquency, the Company shall inform the Customer that it will make reasonable extensions or other extended payment

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III. General Gas Service and Residential Gas Service General Terms, continued

plans appropriate for both the Customer and the Company. The Customer may propose payment terms to the Company. If the Customer fails to propose payment plans or the Customer's proposal is not acceptable to the Company, the Company shall inform the Customer of the 1-6th, 1-9th, the winter heating season plan and the percentage of income payment plan plus (PIPP Plus) as set forth in Rule 4901:1-18-05(B) of the OAC.

35. **Landlord Tenant Provisions:** If the Company knows that the Customer is a landlord for a multi-unit dwelling (i.e., tenants who receive master-metered service) or for a single occupancy dwelling where the utilities are included in the rent, the Company will follow the notice, informational obligations, crediting duties, disconnection and collection provisions of Rule 4901:1-18-08 of the OAC.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

IV. Industrial Gas Service General Terms

The below terms apply to all schedules under Industrial Gas Service.

- 1. Initiation and Installation of Service:** All applications for service shall be made through the local office of the Company or its authorized agents. Company's service to Customer of Industrial Gas Service shall be initiated and installed in accordance with the Service Agreement between Customer and Company. Where such a Customer requests new service that requires the installation of a main line extension, the Company shall first determine if the main line should be extended. The Company will permit any prospective Industrial Gas Service Customer requesting service to connect to its existing lines pursuant to the terms and conditions described in these Rules and Regulations or as otherwise set forth in the Service Agreement, and will extend its existing lines to provide service to a prospective Customer where such extension is deemed to be operationally feasible and economically justified based on a cost-benefit analysis. If the Company determines to extend the main line, it shall contact the prospective Industrial Gas Service Customer within thirty days to provide (a) an estimate of the cost of the main line extension, (b) the amount, if any, of a deposit, and (c) an estimated date by which the main line extension will be completed. The Company shall perform the connection and shall install all necessary piping and appurtenances (including the pressure regulator(s), positive shut-off drip, and meter). Unless otherwise stated in the Service Agreement, Customer shall be responsible for the cost of all facilities required to interconnect to Company's gas supply facilities.

If the Company cannot complete the requested service installation on time, it shall promptly notify the Customer of the delay, the reasons for the delay, the steps being taken to complete the work, and the probable completion date. If a rescheduled completion date cannot be met, the Customer shall be promptly notified and, if the completion date is delayed by more than three business days, written notification shall be given to the Customer providing the reasons for the

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IV. Industrial Gas Service General Terms, continued

delay, the steps being taken to complete the work and the new rescheduled completion date.

2. **Distribution Main Line Extension:** The general term "Distribution Main Line extension" is commonly used to designate the complete line or connection between the Company's main line and the Industrial Gas Service Customer's property line, or other agreed upon location, up to and including the Company's meter facilities.

3. **Customer Service Line:** The Customer Service Line consists of the pipe from the outlet side of the Company's meter facilities on the Customer's property to the Customer's building. Unless agreed otherwise, the Industrial Gas Service Customer shall install, own and maintain, at the Customer's expense, its own Service Line. The Customer Service Line, Customer piping, fittings, valves, connections, equipment venting and all associated equipment shall be installed with materials and workmanship which meet the reasonable requirements of the Company and shall be subject to inspection or test by the Company. The Company shall have no obligation to establish service until after such requirements of the Company with respect to the facilities in place at the time of the test.

In the case of leak, error, patent defect or other unsatisfactory condition resulting in the disapproval of the line or piping by the Company, the necessary correction shall be made at the Customer's expense; and then the lines and piping will be inspected and tested again by the Company. Each inspection and test, when required after correction, shall be subject to a charge covering the cost thereof.

4. **Pressure Regulators:** Where Industrial Gas Service is provided from high pressure lines, the Company shall furnish the necessary pressure regulator or

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IV. Industrial Gas Service General Terms, continued

regulators with the cost allocated pursuant to the Customer's Service Agreement, which regulator or regulators shall remain the property of the Company.

Such Customer shall install and maintain, at its expense, substantial housing acceptable to the Company in size and design for the regulator or regulators and the meter and related facilities in order to protect them from the weather and molestation.

If it becomes necessary to construct, operate, and maintain a heater to maintain satisfactory operation of the regulator or regulators, the gas used in such heater shall be at the expense of the Customer and shall be taken from the outlet side of the meter serving the Customer.

5. **Meters:** The Company will furnish each Customer of Industrial Gas Service, with the cost allocated pursuant to the Customer's Service Agreement, with a meter of such size and type as the Company may determine will adequately serve the property of the Company, and the Company shall have the right to replace it as the Company may deem it necessary.

The Company shall determine the location of the meter, which shall ordinarily be near the property line boundary or some other agreed upon location, outside of any enclosed building and shall be accessible to the Company without the necessity of Customer presence or approval.

When changes in 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.

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IV. Industrial Gas Service General Terms, continued

The owner of the service property address 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 meter, regulators or gauges.

6. **Quantity of Gas Delivered by Meter:** Subject to any contrary terms in Customer's Service Agreement, gas will be measured by a volumetric or thermal meter installed by the Company which shall be and remain the property of the Company with the point of measurement to be at the Delivery Point. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration and bills shall reflect the consumption so registered. Any mistake in reading the registration, however, shall not affect the liability for gas consumed as determined by a corrected reading of the registration. A correction billing based upon discovery of a prior error shall be honored by the Industrial Gas Service Customer.
7. **Unit of Measurement:** The unit of measurement shall be set forth in Customer's Service Agreement, and be either in dekatherms or that quantity of gas which will occupy one (1) cubic foot at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute (thirty [30] inches of mercury), a temperature base of sixty (60) degrees Fahrenheit, (five hundred twenty [520] degrees absolute), and without adjustment for water vapor content. To determine the volume of gas delivered, factors such as those required for pressure, temperature, and specific gravity and deviation from Boyle's law, shall be applied.
8. **Estimated Bill:** When the meter is not read, the Company may estimate the quantity of gas consumed and render a bill for such quantity. All estimated bills shall at some time be followed by a billing based upon a meter reading. The

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Company shall obtain actual readings of its Customer meters at least once every twelve months as well as at the initiation of service and the termination of service, but will make reasonable attempts to read the meter on regular monthly intervals.

A Customer may request an actual meter read, without charge, if the Customer's usage has been estimated for more than two of the immediately preceding billing cycles consecutively or if the Customer has reasonable grounds to believe that the meter is malfunctioning. If the Company has read the meter within the immediately preceding 70 days it shall inform the Customer, when the Customer contacts the Company to initiate or terminate service, of the Customer's right to have an actual meter read at no charge to the Customer.

9. **Meter Test and Incorrect Meter Readings:** With reasonable prior notice, an Industrial Gas Service Customer shall have the right to review the records of the Receipt Point(s) meter(s) and/or Delivery Point(s) meter(s), during normal business hours. Either Customer or Company may, at its election, have any or all of the Receipt Point(s) meter(s) and/or Delivery Point(s) meter(s) tested for accuracy and adjusted in accordance with good industry practice. The Company shall test the meter within thirty business days after the date of a request by Customer. The Customer or the Customer's representative has the right to be present when the meter test is performed at the Customer's request. The Customer shall be informed by the Company of the Customer's right to be present at the meter test during the time that such meter test is being scheduled. Company shall provide Customer a written explanation of the test results within ten business days of the completed test. If the meters test within 3% or better of accurate measurement, then the cost of the test shall be paid by the party requesting the test. If the meters are found to be inaccurate by more than 3%, the Company shall pay for the test and shall provide a properly functioning meter. No adjustment based upon meter inaccuracies shall be made for delivery

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IV. **Industrial Gas Service General Terms, continued**

charges or natural gas imbalances unless a meter tests inaccurate by more than 3%. Any such billing correction, to be made within thirty days, shall only be to the 3% error level for a period of time no longer than to the last meter testing or twelve months, whichever is less. This section does not apply in the event there has been either tampering or an unauthorized reconnection of the meter or related equipment during the subject period of time. Meters are ordinarily read at monthly intervals but may be read more or less frequently at Company's option.

10. **Discontinuance of Supply on Notice of Defect in Customer's Property:** If the Customer Service Line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment on a Customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of such defect or condition and reasonable notice to the Industrial Gas Service Customer, may discontinue the supply of gas to such Customer until such defect or condition has been rectified by the Customer in compliance with the reasonable requirements of the Company.
11. **No Responsibility for Material or Workmanship:** The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in, the Customer Service Line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship.
12. **Inspection of Altered Piping:** It shall be the duty of the Customer of Industrial Gas Service to notify the Company promptly of any additions, changes, alterations, remodeling or reconstruction affecting gas piping on the Customer's premises.

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Prior to (a) initial operation or (b) either reestablishing gas service (including after an outage), the Company shall conduct pressure testing or dial testing on the gas piping downstream of the meter to determine that no leaks exist at the Industrial Gas Service Customer's sole cost. The pressure testing for Industrial Gas Service shall be accomplished consistent with the requirements of OAC Rule 4901:1-13-05(A)(3).

13. **Scheduled Appointments With Customers:** The Company shall provide Industrial Gas Service Customers with an expected Company arrival time window of four hours or less for all appointments requiring the Customer to be present. When the Company will not be able to meet a scheduled appointment, it shall reasonably attempt to notify such Customer in advance of the failure to meet the appointment and arrange a new appointment date and time. The Company shall follow the procedures for appointments pursuant to OAC Rule 4901:1-13-05(C).
14. **Turning Gas On:** The Industrial Gas Service Customer, after making proper application for service, shall notify the Company when it desires service to be established. In no case shall such Customer, or its agent or employee, turn on the gas supply to Customer's facilities at the curb or meter cock.
15. **Service Not Transferable:** No person may commence the use of gas until after making application therefore. Any successor in interest to an Industrial Gas Service Customer, including without limitation, assignees, trustees, receivers, and conservators, shall be deemed to be a person who must make application for service and shall have thirty days in which to make application.
16. **Continuity of Service:** The Industrial Gas Service Customer shall arrange for sufficient gas to be delivered into Company's system on an hourly basis. Subject to that requirement and subject to the physical and operating characteristics of

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IV. Industrial Gas Service General Terms, continued

Company's gas supply facilities, the Company shall make reasonable provision to supply gas in sufficient quantity and at adequate or uniform pressure, but does not guarantee constant supply or adequate pressure. The Company shall not be liable in damages for failure to supply gas or for interruptions in service, and shall be relieved of its obligations to serve and may discontinue or modify service, if such failure or interruption is due to acts of God, or the public enemy, military action, wars, insurrections, riots, civil disturbances, vandalism, strikes, fires, floods, washouts, explosions, acts or orders of any civil, judicial or military authorities, failure of gas supply or gas facilities, and without limitation by the foregoing, accidents, contingencies or other causes beyond the control of the Company.

Without incurring any liability therefore, the Company may also suspend service after reasonable notice, for such period as may be reasonably necessary to make repairs to or changes in its gas supply systems or other property.

17. **Quality of Gas:** The Company's supply of natural gas is received principally from the interstate gas transmission system. Thus, the heating value and specific gravity of gases received may vary between Receipt Points from day to day. These variations are beyond the control of the Company, which can only dispatch the gases received. Pursuant to 4933.06 of the Revised Code, except as otherwise provided in arrangements approved under section 4905.31 of the Revised Code, natural gas delivered to Industrial Gas Service Customers shall have a heating value of not less than that specified in section V.3 of these Rules and Regulations (Industrial Gas Service – Transportation Gas Service Only) when measured in the laboratory by direct heat release or by chemical composition, according to the procedures of the American Society for testing and materials or other recognized analytical methods in effect on the effective date of this section.

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IV. Industrial Gas Service General Terms, continued

18. **Service Not to be Disturbed:** No Customer of Industrial Gas Service 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 such 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.
19. **No Customer Shall Sell to Another:** The Customer of Industrial Gas Service shall not supply or sell gas for use in any location or by any person other than that specified in the application for service or as specified in the Customer's Service Agreement.
20. **Access to Premises:** The Company and its authorized employees shall have access at all reasonable times to Company's facilities and at all of the premises in which gas supplied by the Company is used or is to be used. The Company's employees and agents seeking access to the Customer's or landlord's premises shall, upon request, identify himself/herself and state the reasons for visit.
21. **Customer's Responsibility:** Unless agreed otherwise, the Industrial Gas Service Customer assumes all responsibility for the Customer Service Line and all property owned by the Customer on Customer's side of the meter at the Delivery Point, for the service supplied or taken, as well as for the installation and appliances used in connection therewith, and will save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on Customer's side of the meter at the Delivery Point.
22. **Right-of-Way and Line:** The Industrial Gas Customer, without reimbursement, will make or procure conveyance to the Company of right-of-way and installed lines satisfactory to it across property between Company's main lines and

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IV. Industrial Gas Service General Terms, continued

Customer's property at the location where service is to be furnished, including property owned or controlled by Customer for Company's supply mains, extensions thereof, or appurtenances necessary for or incidental to the supplying of service to Customer. Subject to the Customer reimbursement as may be required by the Company in the Service Agreement, the Company will make or procure conveyance of other rights-of-ways that may be necessary for or incidental to the supplying of service to the Customer.

23. **Customer Shall Satisfactorily Secure Account:** Subject to the requirements of ORC § 4933.17 and any contrary terms in the Service Agreement, the Company may require an Industrial Gas Service Customer to satisfactorily secure an account unless other arrangements are made. Customer's obligation to satisfactorily secure an account can be based upon, but not limited to, a determination by the Company that Customer's current financial or credit status will not support the level of service contracted for, in which case the Company may request that the Customer post the appropriate amount of collateral. Collateral may be in the form of a prepayment, cash deposit, letter of credit, creditworthy parent guarantee or other security acceptable to the Company. The Company reserves the right to review the Customer's credit worthiness at any time. Upon request, but not more than twice in any 12-month period, the Customer must provide current financial information. Upon acceptance of a cash deposit, the Company shall furnish a receipt showing the name of the Customer, the address of the premises, the billing address, a statement as to the interest rate to be paid, the length of time the deposit will be held in order to qualify for interest, and the conditions for refunding the deposits.
24. **Right to Shut Off Gas:** After reasonable notice, the Company shall have the right to discontinue service and the right to disconnect and remove from the premises of any Customer the meter and any other property belonging to the Company for any of the following reasons or purposes:

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IV. Industrial Gas Service General Terms, continued

- (1) Refusing access;
- (2) Non-payment of bills for gas or transportation, when due;
- (3) Failure to furnish or maintain required security;
- (4) Non-use of gas or transportation service;
- (5) Theft of service, tampering of property, or fraudulent representation or practice;
- (6) Whenever deemed necessary by the Company for safety reasons;
- (7) Violation of any of these Rules and Regulations or any written Service Agreement;
- (8) Customer request;
- (9) Customer vacates premises;
- (10) When a safety hazard or emergency may threaten the health and safety of others or other property;
- (11) When a Customer/consumer uses gas in a manner detrimental to the service of others;
- (12) Violation of law; and
- (13) Failure to comply with a contract or tariff.

The Company shall follow the provisions of OAC Rule 4901:1-13-09 in the event of disconnection of service for tampering or unauthorized reconnection or for disconnection of service for fraudulent practice.

25. **Reconnection of Service:** Unless an Industrial Gas Service Customer requests or agrees otherwise, the Company shall reconnect service by the close of the following regular working day after it receives full amount in arrears for which service was disconnected and receives any deposit required and any tariff charges, and agrees with the Customer on a deferred payment plan and already received a payment (if required under the plan) as well as any required deposit or tariff charges, or the Customer establishes that the conditions that warranted disconnection of service have been eliminated.

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IV. Industrial Gas Service General Terms, continued

26. **Records and Accounts:** The Company shall maintain and retain records consistent with OAC Rules 4901:1-13-03 and Appendix A to OAC Rule 4901:1-9-06. The Company shall keep its books of accounts and records in accordance with the Uniform System of Accounts as required by the Public Utilities Commission of Ohio prescribed by to OAC Rule 4901:1-13-13.
27. **Other Regulatory Duties and Obligations:** With respect to service to Industrial Gas Service Customers, the Company shall follow the requirements of Rules 4901:1-13-01 through 04, Rule 4901:1-13-05(A)(3)(a) and (d) and (B) through (E), Rules 4901:1-13-06 through 4901:1-13-07 and Rules 4901:1-13-09 through 4901:1-13-14 of the OAC.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

V. Gas Supply Shortage and Curtailment

The following classifications set forth the rules of the Company governing the curtailment of gas service to various classes of customers in the event of a gas shortage. The Company may curtail or discontinue gas service in accordance with this classification without incurring liability for any subsequent loss or damages that its customers may sustain through such curtailment or discrimination.

1. **Class A Customers** shall include any service account where the use of natural gas is for space heating of a permanent residence or for use by a governmental agency or public service organization that provides emergency or life support services. Human needs customers shall include permanent residences, hospitals, nursing homes, residential correctional institutes, and motels and hotels. In the event of a shortage of gas, Class A Customers shall have preference over Class B and Class C Customers.
2. **Class B Customers** shall include any service account where the use is in schools, churches, and similar institutions, federal, state, county, municipal and public buildings, theaters, stores, restaurants, bakeries and all types of commercial establishments. In the event of a shortage of gas, Class B Customers shall have preference over Class C Customers.
3. **Class C Customers** shall include service accounts using gas in industrial or manufacturing facilities, including gas used for space heating by such customers, and customers using gas for the generation of power. Gas service to customers under this classification shall be subject to discontinuance or curtailment at any time, temporarily or permanently, in whole or in part, to protect or conserve the supply of gas for Class A and Class B Customers.

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VI. Rate Schedules

1. **Residential Gas Service**

Availability: The Company will permit any prospective Residential Gas Service Customer requesting service to connect to its existing lines pursuant to the terms and conditions of these Rules and Regulations and will extend its existing lines to extend service to a prospective Residential Gas Service Customer where such extension is deemed to be operationally feasible and economically justified based on a cost-based benefit analysis.

Applicability: Residential Gas Service is applicable to a Customer at his/her location where the use is primarily of a domestic nature. All applications for Residential Gas Service shall be made through the local office of the Company or its authorized agents. Where a Residential Gas Service Customer requests new service that requires the installation of a main line extension, the Company shall first determine if the main line should be extended.

Rates and Charges:

Customer Charge of \$20 per month, regardless of the amount of gas consumed.

Plus Base Rate (Initially Inclusive of the Includable Cost of Gas Supplies) of \$6.00 per Mcf

Recovery of Includable Cost of Gas Supplies: Initially, the Company will provide service on a bundled rate basis. Unless waived by the Commission, the total rate per Mcf shall subsequently consist of the base rate plus the appropriate Gas Cost Recovery rate set forth on Sheet No. 74. The Gas Cost Recovery rate shall be subject to adjustment in accordance with Chapter 4901:1-14 of the Ohio Administrative Code.

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VI. Rate Schedules, continued

Plus all delivered gas shall be subject to adjustment per Mcf as set forth in:

Sheet 75 (Gross Receipts Tax Rider)

Sheet 76 (Ohio Mcf Tax Rider)

Miscellaneous Charges: The following charges shall apply to customers:

Reconnection Charge: Where the Company reconnects or reestablishes gas service to the same Customer at the same premises during regular business hours, Monday through Friday, a charge of \$20 shall be collected. If said service is provided at a time other than regular business hours, a charge of \$30 shall be collected.

Bad Check Charge: In the event a Residential Gas Customer supplies the Company with a check or other instrument for which the Customer does not have sufficient funds to permit the Company to obtain cash in exchange for such check or instrument, an additional charge of \$20 shall be added to the billed amount.

Late Payment Charge: If a bill is not received by the Company offices or by the Company's authorized agent within fifteen (15) days of the date of the invoice, a one time additional charge of 1.5% of the Customer's billing shall be made.

Meter Test Charge: When a meter is tested at the request of a Customer and the meter tested is found to be accurate within a tolerance of plus or minus three (3) percent, the Company will assess a meter test charge of \$35 to recover the cost of the removal and meter test. The Customer will be advised of the cost of the meter test at the time of the request for the test. If the meter tested is found not to have been accurate, there shall be no charge for the removal or test.

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Meter Read Charge: A Customer may request an actual meter read without charge if the Customer's usage has been estimated for more than two of the immediately preceding billing cycles consecutively, or if the Customer has reasonable grounds to believe the meter is malfunctioning. At any other time a Customer requests a meter read, the Company will assess a meter re-read charge of \$25. A Customer shall be informed of this charge when making the request.

Tie-In Charge: If a tie-in is required to restore service to a Customer whose service line has been cut and plugged as the result of detection of unauthorized use of service, a charge of up to \$300 or actual cost, whichever is less, shall be assessed. A Customer shall be informed of this charge when making a tie-in request and before a Company employee is dispatched. Unauthorized service includes (1) detection of turning on the meter by Customer or Customer's agent after non-payment disconnection of service by the Company; (2) detection of turning on the meter and the curb stop by the Customer or Customer's agent after non-payment disconnection of service by the Company; and (3) detection of by-passing the meter inlet and outlet connections after removal of the meter by the Company.

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VI. Rate Schedules, continued

2. **General Gas Service**

Availability: The Company will permit any prospective General Gas Service Customer requesting service to connect to its existing lines pursuant to the terms and conditions described in these Rules and Regulations, as may be modified by a Service Agreement, and will extend its existing lines to extend service to a prospective General Gas Service Customer where such extension is deemed to be operationally feasible and economically justified based on a cost-based benefit analysis.

Applicability: General Gas Service is applicable to a Customer at any location where the use is equal to or less than 180,000 Dth per year and is primarily of a business, professional, institutional or occupational nature. All applications for General Gas Service shall be made through the local office of the Company or its authorized agents. Where a General Gas Service Customer requests new service that requires the installation of a main line extension, the Company shall first determine if the main line should be extended.

Rates and Charges:

Customer Charge of \$20 per month, regardless of the amount of gas consumed. Plus Base Rate (Initially Inclusive of the Includable Cost of Gas Supplies) of \$6.00 per Mcf

Recovery of Includable Cost of Gas Supplies: Initially, the Company will provide service on a bundled rate basis. Unless waived by the Commission, the total rate per Mcf shall subsequently consist of the base rate plus the appropriate Gas Cost Recovery rate set forth on Sheet No.74. The Gas Cost Recovery rate shall be subject to adjustment in accordance with Chapter 4901:1-14 of the Ohio Administrative Code.

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VI. Rate Schedules, continued

Plus all delivered gas shall be subject to adjustment per Dth or Mcf as set forth in:

Sheet 75 (Gross Receipts Tax Rider)

Sheet 76 (Ohio Mcf Tax Rider)

Reconnection Charge: Where the Company reconnects or reestablishes gas service to the same customer at the same premises during regular business hours, Monday through Friday, a charge of \$20 shall be collected. If said service is provided at a time other than regular business hours, a charge of \$30 shall be collected.

Bad Check Charge: In the event a General Gas Service Customer supplies the Company with a check or other instrument for which the Customer does not have sufficient funds to permit the Company to obtain cash in exchange for such check or instrument, an additional charge of \$20 shall be added to the billed amount.

Late Payment Charge: If a bill is not received by the Company offices or by the Company's authorized agent within fifteen (15) days of the date of the invoice, a one time additional charge of 1.5% of the Customer's billing shall be made.

Meter Test Charge: When a meter is tested at the request of a Customer and the meter tested is found to be accurate within a tolerance of plus or minus three (3) percent, the Company will assess a meter test charge of \$30 to recover the cost of the removal and meter test. The Customer will be advised of the cost of the meter test at the time of the request for the test. If the meter tested is found not to have been accurate, there shall be no charge for the removal or test.

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immediately preceding billing cycles consecutively, or if the Customer has reasonable grounds to believe the meter is malfunctioning. At any other time a Customer requests a meter read, the Company will assess a meter re-read charge of \$25. A Customer shall be informed of this charge when making the request.

Tie-In Charge: If a tie-in is required to restore service to a Customer whose service line has been cut and plugged as the result of detection of unauthorized use of service, a charge of up to \$300 or actual cost, whichever is less, shall be assessed. A Customer shall be informed of this charge when making a tie-in request and before a Company employee is dispatched. Unauthorized service includes (1) detection of turning on the meter by Customer or Customer's agent after non-payment disconnection of service by the Company; (2) detection of turning on the meter and the curb stop by the Customer or Customer's agent after non-payment disconnection of service by the Company; and (3) detection of by-passing the meter inlet and outlet connections after removal of the meter by the Company.

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VI. Rate Schedules, continued

3. General Gas Service and/or Industrial Gas Service – Transportation Gas Service Only

Availability.

Available for General Gas Service Customers who are also mercantile customers as defined in Section 4929.01, Revised Code, and/or Industrial Gas Service to the extent of Company's gas supply facilities in all territory where Company's gas supply facilities are located, to Customers who contract for gas service under the terms and conditions stated herein, who execute a Service Agreement, and subject to the Rules and Regulations filed by the Company from time to time with the Public Utilities Commission of Ohio and any subsequent revision(s) thereof, and to the lawful orders of regulatory authorities having jurisdiction.

Applicability.

Transportation of General Gas Service and/or Industrial Gas Service pursuant to these Rules and Regulations is available to all Customers who sign a Service Agreement with the Company, demonstrate that they have the ability to tender natural gas to the Receipt Point(s), and have made suitable arrangements for such tendered volumes to be received at the Delivery Point(s) called for in the Service Agreement.

Term.

Customers of General Gas Service and/or Industrial Gas Service who elect to request transportation only service will be required to execute a written Service Agreement prior to the commencement of any transportation service. Unless otherwise agreed, Service Agreements for transportation service shall provide for a primary term of one (1) year, continuing thereafter on a month to month basis

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VI. Rate Schedules, continued

subject to cancellation by the Company or the Customer on 30 days' written notice or as otherwise agreed by Company.

Types of Transportation Service and Capacity.

The Company shall offer Firm service if the Company using good industry practice believes it has sufficient pipeline capacity available after accounting for the projected demand of the existing Firm service load. The Company shall offer Interruptible service to all General Gas Service Customers and/or Industrial Gas Service Customers who request such service, meet the Rules and Regulations standards and execute a Service Agreement.

Where the Company has agreed to provide a General Gas Service Customers with Firm Transportation Service and/or has agreed to provide an Industrial Gas Service Customer with Firm transportation service, the Service Agreements shall specify the Company's pipeline capacity allocated to and reserved on behalf of the Customer for redelivery of the Customer's supply in terms of the MDQ that can be tendered to the Receipt Point(s) on a daily basis, and the maximum amount which can be transported to a particular Delivery Point. A Customer may have several Delivery Points, but the aggregate of the daily Firm accessible Delivery Points must equal or exceed the Receipt Point(s) MDQ, adjusted for Shrinkage.

The Company shall have no obligation to accept any Nomination in excess of the Customer's MDQ. Should the Company have firm capacity available for a month or less it shall post the amount and delivery points on its internet website. Customers may request Short Term Firm Service if such capacity is available in accordance with these Rules and Regulations.

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VI. Rate Schedules, continued

Delivery and Transportation.

The General Gas Service Customer and/or the Industrial Gas Service Customer shall arrange with its gas suppliers to have gas tendered to the Receipt Point(s) for delivery to the Delivery Point(s) in a volume designed to match the Customer's nomination at the Delivery Point(s) plus Shrinkage for each Day in an amount not to exceed the Customer's MDQ. The Company shall then redeliver, on a firm basis, tendered quantities, less the Company's Shrinkage, to the Customer at the Delivery Point(s) as specified in the Customers Service Agreement. Transportation service under the Service Agreement shall be governed by: 1) the Service Agreement; 2) these Rules and Regulations; and 3) the rules and orders of the Commission.

For planning purposes, the Customer shall provide Written Notice, at least three (3) business days prior to the start of each calendar Month, to the Company of the amount of gas it forecasts to transport during the upcoming Month.

The Customer shall submit its Nomination to the Company by no later than 11:30 am Central Clock Time for gas flow the following day. This Nomination should correspond to scheduled deliveries the Customer makes on the upstream interstate pipeline and to the applicable Delivery Point(s). Should the Customer desire to modify its Nomination either on the current Day or after the Nomination deadline for gas flow the following day, the Company shall make every attempt to accommodate the Customer's request provided the Company can confirm such quantities with the upstream pipeline at the Receipt Point(s) and at the Delivery Point(s).

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After the Customer delivers gas or causes gas to be delivered to the Company at the Receipt Point(s) specified in the Service Agreement, the Company shall be deemed to be in control and possession of the gas until thermally equivalent quantities (less Shrinkage) are redelivered to the Customer or for the account of the Customer at the Delivery Point(s). The Customer shall have no responsibility with respect to any gas deliverable by the Company or on account of anything, which may be, done, happen, or arise with respect to such gas until the Company delivers such gas to the Customer or for the account of the Customer. The Company shall have no responsibility with respect to such gas before the Customer delivers or causes such gas to be delivered to the Company or after the Company redelivers such gas to the Customer or for the account of the Customer, or on account of anything which may be done, happen, or arise with respect to such gas before such delivery or after such redelivery.

The Company has the capability of determining in advance if short-term firm capacity will exist on its system for specified future dates, and the technical ability to make short-term arrangements. An existing shipper or a member of the general public may request Short-Term Firm Transport Service. Such service will be available on a non-discriminatory basis. The Company will post its available firm capacity on a daily basis up to one month in advance on its Internet website. The Company will make its short-term firm capacity available at a posted price that reflects market prices, but does not exceed one and a half times the maximum transportation rate as set forth in this tariff which has been approved by the Commission. To make full use of available short-term firm capacity, the Company may accept less than the posted price to avoid the capacity from otherwise being underutilized. If the short term firm capacity is over subscribed at the posted price, it should be awarded on a pro rata basis.

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Existing Customers or those who have pre-qualified must contact Company and place an order for the desired dates and amount of short-term firm capacity desired. If capacity is available, the Company and the Customer will execute a Service Agreement, or, if an existing contract is in place, the Company will confirm the transaction by sending a written confirmation to the Customer.

The Company will continue to offer Interruptible service, which would consist of unutilized capacity after both the season, firm and short-term firm Customers' contract transport has been accommodated.

Shrinkage. Unless otherwise agreed, the General Gas Service Customer and the Industrial Gas Service Customer shall have the right to retain, pursuant to these Rules and Regulations, 100% of the gas delivered to the Receipt Point(s), less the Shrinkage.

Monthly Charges:

Sheet No. 73, Transportation Charge

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Imbalances. The following shall apply unless otherwise agreed to by the Parties in an executed Service Agreement approved by the Commission:

A General Gas Service Customer and an Industrial Gas Service Customer shall be entitled to take, at the Delivery Point(s) on a daily basis the tendered quantity at the Receipt Point(s) minus the Shrinkage. The Service Agreement shall set out the time period in which the volumes tendered minus the Shrinkage will be balanced against the volumes taken at the Delivery Point(s). When the amount of natural gas tendered at the Receipt Point(s) minus the Shrinkage exceeds the amount redelivered to the Delivery Point(s) for the period of time listed in the Service Agreement for balancing, then the Company may either carryover the overdelivery for subsequent redelivery at a specified time, or cash-out the imbalance by paying the Customer the Cash-out Price for each Dth minus a percentage penalty as determined from the chart below for the surplus amount. If the amount of natural gas tendered to the Receipt Point(s) minus the Shrinkage for the period of time listed in the Service Agreement for balancing is less than the amount of natural gas taken by the Customer at the Delivery Point(s), then the Customer shall be cashed out by paying the Company the Cash-out Price for each Dth plus a percentage penalty as determined from the chart below for the amount the Customer has underdelivered.

<u>Percentage Imbalance Level</u>	<u>Penalty</u>
0-5%	No penalty for cash-outs
5-10%	Ten Percent (10%) penalty fee on all Dth cashed out

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10-15%	Fifteen Percent (15%) penalty fee on all Dth cashed-out
>15-%	Twenty Percent (20%) penalty fee on all Dth cashed-out
>20%	Thirty Percent (30%) penalty fee on all Dth cashed out

Title to Gas. Any General Gas Service Customer and any Industrial Gas Service Customer taking transportation only service pursuant to this schedule warrants that it or its gas supplier will have title to the gas delivered to Company free and clear of all claims, liens and encumbrances, and covenants and agrees to indemnify and hold harmless Company from all suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorneys fees, expenses and liabilities arising from or attributable to the adverse claims of any and all other persons or parties to such gas.

Operational Flow Orders. In the event any one of the following occur: 1) any upstream interstate pipeline supplying the Company declares a Force Majeure event or an operational flow order; 2) the Commission or the Governor declare an energy emergency; or 3) if weather and usage conditions create a situation in which the Company reasonably believes that it cannot accommodate an imbalance from the Industrial Gas Service Customer, the Company may issue an Operational Flow Order. During an Operational Flow Order the Customer may only tender and receive those volumes which the Company believes the Customer can actually both tender to the Receipt Point(s) and receive at the Delivery Point(s) on a daily basis. The Company will use its best efforts to avoid an Operational Flow Order if reasonably possible, and maintain the Operational Flow Order for as limited a period of time as is reasonably possible.

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VI. Rate Schedules, continued

Quality. The gas made available to Company by the General Gas Service Customer and the Industrial Gas Service Customer for redelivery shall be of quality at least equal to the quality specifications of the upstream pipeline interconnect with the Receipt Point(s). The gas delivered by the Company to the Customer at the Delivery Point(s) shall be odorized with mercaptan, shall be of interstate pipeline quality and shall, at a minimum, be commercially free from oil, water, air, salt, dust, gum, gum-forming constituents, harmful or noxious vapors, or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment at the Delivery Points or downstream of the Delivery Points.

The gas shall not contain in excess of:

Seven (7) pounds of water per million cubic feet of gas;

Four percent (4%) by volume of a combined total to carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed one and twenty-five one hundredths percent (1.25%) by volume;

Twenty five hundredths (0.25) grains of hydrogen sulfide per one hundred (100) feet of gas; and

Ten (10) grains of total sulfur per one hundred (100) cubic feet of gas.

The gas delivered shall have a Heating Value of not less than 1,000 BTU per standard cubic foot.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

VI. Rate Schedules, continued

Billing.

On or before the tenth (10th) day of each calendar month, the Company shall render to the Industrial Gas Service Customer a statement setting forth the total quantity of gas nominated by the Customer and confirmed by the Company pursuant to these Rules and Regulations during the immediately preceding Month, the billing rate and the amount due.

Termination of Transportation Only Service.

The Company, at its sole election, may terminate or suspend service under this schedule in the event the General Gas Service Customer and the Industrial Gas Service Customer failed to cause its gas supply made available to Company at the Receipt Point(s) to match the gas supply consumed at the Delivery Point(s). The imbalance charges specified herein shall not be construed as Company's exclusive remedy in the event that Customer fails to fulfill its balancing obligations. In addition, nothing herein shall preclude Company from waiving an imbalance rate or charge provided Customer has undertaken reasonable efforts to eliminate the imbalance condition, the frequency and magnitude of the imbalance condition does not, in the Company's judgment, indicate Customer is utilizing the imbalance to obtain an economic advantage related to the cost of natural gas or transportation and related services or the imbalance condition does not disadvantage other customers or Company.

If the Company believes that the General Gas Service Customer and the Industrial Gas Service Customer may be creating imbalances on the Company's system in order to obtain an economic advantage, it will notify the Customer and any involved marketer in writing of such belief and the Customer must respond within five (5) Business days. If, after the Customer responds, the Company concludes that the Customer has engaged in such imbalance activity, the Company may terminate or suspend transportation service.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

VI. Rate Schedules, continued

Any termination of service under the prior two paragraphs will require five (5) Business days written notice to the Customer, after which time period, the Company may terminate service.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

VI. Rate Schedules, continued

4. Transportation Charge: The rates and charges for transportation services will be established pursuant to any General Gas Service Customer's Service Agreement or Industrial Gas Service Customer's Service Agreement to be submitted to the Commission for approval under Section 4905.31, Revised Code. The maximum transportation rate will not exceed \$1.25 per Dth and the minimum transportation rate will not be lower than the variable cost of service.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

VI. Rate Schedules, continued

5. **Gas Cost Recovery (GCR):** To the extent it is required by the Public Utilities Commission of Ohio, the Gas Cost Recovery rate will be applicable to Residential Service and General Service Customers subject to the Gas Cost Recovery (GCR) as determined in accordance with Chapter 4901:1-14, Ohio Administrative Code (GCR Regulations). The GCR does not apply to Industrial Gas Service or Transportation Only Customers. The Gas Cost Recovery Rate and accordingly the total rate per dekatherm or mcf shall be subject to adjustment on a monthly basis.

Gas Cost Recovery (GCR) rates for natural gas consumption:

_____ through _____, 2018 \$_____ per mcf.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

VI. Rate Schedules, continued

6. **Gross Receipts Rider:** All General Gas Service and Residential Gas Service bills rendered under this tariff shall be adjusted to include the effect of the Ohio excise tax on gross receipts billings by multiplying the charges by the appropriate factor.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

VI. Rate Schedules, continued

7. **Ohio Mcf Tax Rider:** All bills shall be adjusted by the appropriate factor to recover the Ohio Excise Tax.

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ATTACHMENT B

GENERATION PIPELINE LLC

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

- 11. No Responsibility for Material or Workmanship
- 12. Inspection of Altered Piping
- 13. Scheduled Appointments With Customers
- 14. Turning Gas On
- 15. Service Not Transferable
- 16. Continuity of Service
- 17. Quality of Gas
- 18. Service Not to be Disturbed
- 19. No Customer Shall Sell to Another
- 20. Access to Premises
- 21. Customer's Responsibility
- 22. Right-of-Way and Line
- 23. Customer Shall Satisfactorily Secure Account
- 24. Right to Shut Off Gas
- 25. Reconnection of Service
- 26. Records and Accounts
- 27. Other Regulatory Duties and Obligations
- 28. Consumer Safeguards
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- 30. Billing Periods
- 31. Payment of Bills
- 32. Complaints and Complaint Handling Procedure

B. Residential Gas Service General Terms

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- 3. Customer Service Line
- 4. Pressure Regulators
- 5. Meters
- 6. Quantity of Gas Delivered by Meter
- 7. Unit of Measurement
- 8. Estimated Bill

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10. <u>Discontinuance of Supply on Notice of Defect in Customer's Property</u>	
11. <u>No Responsibility for Material or Workmanship</u>	
12. <u>Inspection of Altered Piping</u>	
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15. <u>Service Not Transferable</u>	
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18. <u>Service Not to be Disturbed</u>	
19. <u>No Customer Shall Sell to Another</u>	
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29. <u>Provision of Customer Rights and Obligations</u>	
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- ~~3.~~ Customer Service Line
- ~~4.~~ Pressure Regulators
- ~~5.~~ Meters
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- ~~7.~~ Unit of Measurement
- ~~8.~~ Estimated Bill
- ~~9.~~ Meter Test and Incorrect Meter Readings
- ~~10.~~ Discontinuance of Supply on Notice of Defect in Customer's Property
- ~~11.~~ No Responsibility for Material or Workmanship
- ~~12.~~ Inspection of Altered Piping
- ~~13.~~ Scheduled Appointments with Customers
- ~~14.~~ Turning Gas On
- ~~15.~~ Service Not Transferable
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- ~~17.~~ Quality of Gas
- ~~18.~~ Service Not to be Disturbed
- ~~19.~~ No Customer Shall Sell to Another

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

- ~~20.~~ Access to Premises
- ~~21.~~ Customer's Responsibility
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- ~~23.~~ Customer Shall Satisfactorily Secure Account
- ~~24.~~ Right to Shut Off Gas
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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

I. Definitions

As used throughout these Rules and Regulations, the terms set forth below shall be defined as follows:

1. **"Btu"** shall mean the British thermal unit as defined by international standards.
2. **"Business day"** shall mean any weekday, excluding federal banking holidays.
3. **"Cash-out Price"** shall mean the standard by which prices are determined for cash-outs, imbalances, and any other penalties. The price shall be determined as follows:

Underdeliveries – higher of the average of the daily mid-point price posting for the month (the month in which the "cash-out" occurred) for the "Mid-point Price" published in Gas Daily for "Chicago City-gate" or the MichCon City-gate.

Overdeliveries – lower of the average of the daily mid-point price posting for the month (the month in which the "cash-out" occurred) for the "Mid-point Price" published in Gas Daily for "Chicago City-gate" or the "MichCon City-gate."

4. **"Central clock time"** or **"C.T."** shall mean Central Standard Time adjusted for Daylight Savings Time.
5. **"Company"** shall mean Generation Pipeline LLC, its successors and assigns.
6. ~~"Curb-to-Meter Portion" shall mean that portion of the Service Line extending from the curb valve to the meter.~~

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

and the Customer's property line, or other agreed upon location, up to and including the Company's meter facilities.

13. **"Firm"** shall mean that each Dth the Customer nominates and the Company confirms at the Receipt Point(s), within the Customer's MDQ, will be delivered to the Customer's Delivery Point(s) minus the Company's Shrinkage without interruption except under Force Majeure conditions or an energy emergency declared by the Commission.
14. **"General Gas Service"** shall mean a gas or natural gas service provided to any location where the use is equal to or less than 180,000 Dth per year and is primarily of a business, professional, institutional, or occupational nature.
15. **"Heating Value"** shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one cubic foot at 14.73 psia and 60°F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.
16. **"Imbalance"** shall mean the daily difference between the Delivery Volume and the actual metered volumes allocated to Customer at the Delivery Point(s).
17. **"Industrial Gas Service"** shall mean a gas or natural gas service provided to any location where the use exceeds 180,000 Dth per year and is primarily of a business, professional, institutional, or occupational nature.
18. **"Interruptible"** shall mean that each Dth the Customer nominates and the Company confirms at the Receipt Point(s), in excess of the Customer's MDQ if

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that Customer is taking Firm service, will be delivered to the Customer's Delivery Point(s) less the Company's Shrinkage, if the Company, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.

~~19. "Main to Curb Portion" shall mean that portion of the Service Line extending from the Company's main up to and including the curb valve, which is used for stopping the flow of gas into the Curb to Meter portion of the Service Line.~~

20.19. **"Maximum Daily Quantity" or "MDQ"** shall mean the maximum daily Firm natural gas quantity that the Customer shall be entitled to nominate during any 24-hour period. The Customer's Maximum Daily Quantity, if any, shall be negotiated between the Customer and the Company by way of special contractual arrangement to be incorporated into the Customer's Service Agreement with Company.

24.20. **"Mcf"** shall mean 1,000 cubic feet.

22.21. **"Month"** shall mean a calendar month beginning at 9:00 a.m. Central clock time on the first day of the calendar month and ending at 9:00 a.m. Central clock time the first day of the following calendar month.

23.22. **"Nomination"** shall mean the confirmed Quantity of gas which the Customer shall arrange to have delivered to the Receipt Point(s) for redelivery by the Company to the Delivery Point(s). The Nomination shall include sufficient gas to account for the Company's Shrinkage.

24.23. **"OAC"** shall mean the Ohio Administrative Code.

25.24. **"Operational Flow Order" or "OFO"** shall mean a declaration made by the Company that conditions are such that the Company can only safely transport an

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amount of gas during a calendar day equal to the amount of gas which the Customer will actually deliver at the Receipt Point(s) on that calendar day.

~~26.~~25. **"ORC"** shall mean the Ohio Revised Code.

~~27.~~26. **"PUCO" or "Commission"** shall mean the Public Utilities Commission of Ohio, or any successor governmental authority.

~~28.~~27. **"Quantity of Gas"** shall mean the number of units of gas expressed in Dth unless otherwise specified.

~~29.~~28. **"Receipt Point(s)"** shall mean those measurement locations where Customer gas enters the Company's system.

~~30.~~29. **"Residential Gas Service"** shall mean a gas or natural gas service provided to any location where the use is primarily of a domestic nature.

~~31.~~30. **"Service Agreement"** shall mean the individual contract that each Industrial Gas Service Customer shall sign and enter into with the Company prior to commencement of service, which, if applicable, shall identify: the Receipt Point(s) and Delivery Point(s); the MDQ; declares whether the service is Firm or Interruptible; and establishes the cost for the transportation and/or provision of natural gas. The Service Agreements shall be non-discriminatory and filed with the Commission pursuant to ORC § 4905.31 for approval. The term of the Service Agreement, unless otherwise agreed to as part of the Service Agreement, shall commence upon the filing of the Service Agreement by the Company. A Service Agreement may also be entered into by and between the Company and a General Gas Service Customer, which may modify, as allowed by law, the terms of service under these Rules and Regulations.

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~~32. "Service Line" shall mean all piping, valves, and connections between the Company's Distribution Main and meter at the Customer's location. It consists of two distinct parts: (a) the Main to Curb Portion and (b) the Curb to Meter Portion.~~

~~33.~~ **31. "Short Term Firm Service"** shall mean available transport service on a Firm basis for a time period of 31 days or less.

~~34.~~ **32. "Shrinkage"** shall mean the Quantity of Gas required by the Company to replace the estimated Quantity of Gas, which is required for compressor fuel, and lost-or-unaccounted-for gas when transporting the tendered quantities. This percentage which shall not exceed one (1.0) percent shall be set forth in the Customer's Service Agreement.

~~35.~~ **33. "Written Notice"** shall mean a legible communication received by the intended recipient of the communication by United States mail, express courier, or confirmed facsimile. Written Notice may also be provided by Email, but shall not be effective until such time as (a) the Email is acknowledged by the intended recipient; or (b) a copy of such Email is received by the intended recipient by US mail, express courier, or facsimile.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

II. General Service Terms for All Services

The following terms are applicable to all services offered under these Rules and Regulations.

1. **Subject to PUCO Rules and Regulations:** These Rules and Regulations are subject to and include as part thereof all orders, rules and regulations applicable to the Company from time to time issued or established by the Public Utilities Commission of Ohio under its powers with respect to ~~Industrial Gas Service~~ **all Customers**. Such service provided by Company is also subject to all applicable federal laws, and to the orders, rules and regulations of any federal agency having jurisdiction thereof.
2. **Responsibility and Liability:** The ~~Industrial Gas Service~~ Customer and the Company each assume full responsibility and liability for the maintenance and operation of ~~its~~**their** respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damage, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party; provided however, that neither party agrees to indemnify the other party for the negligence of the other party, its agents, servants or employees.
3. **No Waiver:** No waiver by the Company or the ~~Industrial Gas Service~~ Customer of one or more defaults by the other of the provisions of service under this schedule shall be construed as a waiver of any other or further default or defaults, whether of a like or a different character.
4. **Force Majeure:** Except with regards to ~~an Industrial Gas Service~~ Customer's obligation to make payment, neither Customer nor Company shall be liable to the

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other for failure to perform a firm obligation to the extent such failure was caused by Force Majeure.

4.5. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension of the obligation.

Force Majeure shall include, but shall not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, or explosions; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption of firm transportation and/or storage by upstream interstate pipeline(s); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) exercise of governmental emergency powers. Customer and Company shall make reasonable efforts to avoid the adverse impacts of a Force Majeure event and to promptly resolve any such event once it *has* occurred in order to resume performance.

Neither Customer nor Company shall be entitled to the benefit of the provision of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming Force Majeure failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship. The Customer or Company claiming Force Majeure shall not relieve either party from meeting all payment obligations.

Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely

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II. General Service Terms for All Services, continued

within the sole discretion of the party experiencing such disturbances.

A party claiming Force Majeure must provide prompt notice to the other party. Initial notice may be given orally; however, written notification with reasonably full particulars of the event or occurrence claimed to constitute Force Majeure is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make or accept delivery of gas, as applicable, to the extent and for the duration of the Force Majeure event, and neither party shall be deemed to have failed in such obligation to the other during such occurrences or event.

5.6. **Consumer Safeguards:** The Company shall maintain a listing including the 24-hour emergency number in each local telephone service provider's directory operating in the Company's service territory. The Company shall not commit any unfair or deceptive acts or practices in connection with the promotion or provision of service. The Company shall only disclose a Customer's account number without the Customer's written consent for natural gas company collections, and/or credit reporting or pursuant to a court order or subpoena. The Company shall not disclose a Customer's social security number without the Customer's written consent or without a court order except for the purpose of completing a customer credit evaluation. Upon Customer request, the Company shall timely provide twelve months of a Customer's usage history and twenty-four months of a Customer's payment history to the Customer.

6.7. **Written Summary Information:** The Company shall provide to new Customers and to existing Customers who request it, a written summary information dealing with whom to contact concerning different rights and responsibilities.

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7.8. **Law or Regulatory Changes:** Subject to any contrary terms in Customer's Service Agreement, in the event a new law or regulation takes effect which renders a provision in this tariff to be unlawful or in violation of a law or regulation, Company's performance shall be excused under this tariff to the extent that Company's performance of its obligations would be unlawful or in violation of a law or regulation. Company shall provide written notice to Customer of any suspension of Company's performance as a result of a new law or regulation.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS**III. General Gas Service and Residential Gas Service General Terms****A. General Gas Service General Terms:**

1. Initiation and Installation of Service: All applications for service shall be made through the local office of the Company or its authorized agents. Company's service to Customer of General Gas Service shall be initiated and installed in accordance with Rule 4901:1-13-05(A) of the Ohio Administrative Code. Where such a Customer requests new service that requires the installation of a main line extension, the Company shall first determine if the main line should be extended. The Company will permit any prospective General Gas Service Customer requesting service to connect to its existing lines pursuant to the terms and conditions described in these Rules and Regulations, and will extend its existing lines to provide service to a prospective General Gas Service Customer where such extension is deemed to be operationally feasible and economically justified based on a cost-benefit analysis. If the Company determines to extend the main line, it shall contact the prospective General Gas Service Customer within thirty days to provide (a) an estimate of the cost of the main line extension, (b) the amount, if any, of a deposit, and (c) an estimated date by which the main line extension will be completed. The Company shall perform the connection and shall install all necessary piping and appurtenances (including the pressure regulator(s), positive shut-off drip, and meter). Unless otherwise agreed, the Customer shall be responsible for the cost of all facilities required to interconnect to Company's gas supply facilities.

If the Company cannot complete the requested service installation on time, it shall promptly notify the Customer of the delay, the reasons for the delay, the steps being taken to complete the work, and the probable completion date. If a rescheduled completion date cannot be met, the Customer shall be promptly

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III. General Gas Service and Residential Gas Service General Terms, continued

notified and, if the completion date is delayed by more than three business days, written notification shall be given to the Customer providing the reasons for the delay, the steps being taken to complete the work and the new rescheduled completion date.

2. Distribution Main Line Extension: The general term "Distribution Main Line extension" is commonly used to designate the complete line or connection between the Company's main line and the General Gas Service Customer's property line, or other agreed upon location, up to and including the Company's meter facilities.

4.3. Customer Service Line: The Customer Service Line consists of the pipe from the outlet side of the Company's meter facilities on the Customer's property to the Customer's building. Unless agreed otherwise, the General Gas Service Customer shall install, own and maintain, at the Customer's expense, its own Service Line. The Customer Service Line, Customer piping, fittings, valves, connections, equipment venting and all associated equipment shall be installed with materials and workmanship which meet the reasonable requirements of the Company and shall be subject to inspection or test by the Company. The Company shall have no obligation to establish service until after such requirements of the Company with respect to the facilities in place at the time of the test.

In the case of leak, error, patent defect or other unsatisfactory condition resulting in the disapproval of the line or piping by the Company, the necessary correction shall be made at the Customer's expense; and then the lines and piping will be inspected and tested again by the Company. Each inspection and test, when required after correction, shall be subject to a charge covering the cost thereof.

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III. General Gas Service and Residential Gas Service General Terms, continued

4. **Pressure Regulators:** Where General Gas Service is provided from high pressure lines, the Company shall furnish the necessary pressure regulator or regulators with the cost allocated or assigned to the General Gas Service Customer, which regulator or regulators shall remain the property of the Company.

Such Customer shall install and maintain, at its expense, substantial housing acceptable to the Company in size and design for the regulator or regulators and the meter and related facilities in order to protect them from the weather and molestation.

If it becomes necessary to construct, operate, and maintain a heater to maintain satisfactory operation of the regulator or regulators, the gas used in such heater shall be at the expense of the Customer and shall be taken from the outlet side of the meter serving the Customer.

5. **Meters:** The Company will furnish each Customer of General Gas Service, with the cost allocated or assigned to the General Gas Service Customer, with a meter of such size and type as the Company may determine will adequately serve the property of the Company, and the Company shall have the right to replace it as the Company may deem it necessary.

The Company shall determine the location of the meter, which shall ordinarily be near the property line boundary or some other agreed upon location, outside of any enclosed building and shall be accessible to the Company without the necessity of Customer presence or approval.

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When changes in 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.

The owner of the service property address 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 meter, regulators or gauges.

6. **Quantity of Gas Delivered by Meter:** Unless otherwise agreed to, gas will be measured by a volumetric or thermal meter installed by the Company which shall be and remain the property of the Company with the point of measurement to be at the Delivery Point. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration and bills shall reflect the consumption so registered. Any mistake in reading the registration, however, shall not affect the liability for gas consumed as determined by a corrected reading of the registration. A correction billing based upon discovery of a prior error shall be honored by the General Gas Service Customer.

2.7. **Unit of Measurement:** The unit of measurement shall be either in dekatherms or that quantity of gas which will occupy one (1) cubic foot at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute (thirty [30] inches of mercury), a temperature base of sixty (60) degrees Fahrenheit, (five hundred twenty [520] degrees absolute), and without adjustment for water vapor content. To determine the volume of gas delivered, factors such as those required for pressure, temperature, and specific gravity and deviation from Boyle's law, shall be applied.

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8. **Estimated Bill:** When the meter is not read, the Company may estimate the quantity of gas consumed and render a bill for such quantity. All estimated bills shall at some time be followed by a billing based upon a meter reading. The Company shall obtain actual readings of its Customer meters at least once every twelve months as well as at the initiation of service and the termination of service, but will make reasonable attempts to read the meter on regular monthly intervals.

A Customer may request an actual meter read, without charge, if the Customer's usage has been estimated for more than two of the immediately preceding billing cycles consecutively or if the Customer has reasonable grounds to believe that the meter is malfunctioning. If the Company has read the meter within the immediately preceding 70 days it shall inform the Customer, when the Customer contacts the Company to initiate or terminate service, of the Customer's right to have an actual meter read at no charge to the Customer.

3.9. **Meter Test and Incorrect Meter Readings:** The Company shall test the meter within thirty business days after the date of a request by Customer. The Customer or the Customer's representative has the right to be present when the meter test is performed at the Customer's request. The Customer shall be informed by the Company of the Customer's right to be present at the meter test during the time that such meter test is being scheduled. Company shall provide Customer a written explanation of the test results within ten business days of the completed test. If the meters test within 3% or better of accurate measurement, then the cost of the test shall be paid by the party requesting the test. If the meters are found to be inaccurate by more than 3%, the Company shall pay for the test and shall provide a properly functioning meter. No adjustment based upon meter inaccuracies shall be made for delivery charges or natural gas

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imbalances unless a meter tests inaccurate by more than 3%. Any such billing correction, to be made within thirty days, shall only be to the 3% error level for a period of time no longer than to the last meter testing or twelve months, whichever is less. This section does not apply in the event there has been either tampering or an unauthorized reconnection of the meter or related equipment during the subject period of time. Meters are ordinarily read at monthly intervals but may be read more or less frequently at Company's option.

10. Discontinuance of Supply on Notice of Defect in Customer's Property: If the Customer Service Line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment on a Customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of such defect or condition and reasonable notice to the General Gas Service Customer, may discontinue the supply of gas to such Customer until such defect or condition has been rectified by the Customer in compliance with the reasonable requirements of the Company.

4.11. No Responsibility for Material or Workmanship: The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in, the Customer Service Line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship.

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12. Inspection of Altered Piping: It shall be the duty of the Customer of General Gas Service to notify the Company promptly of any additions, changes, alterations, remodeling or reconstruction affecting gas piping on the Customer's premises.

Prior to (a) initial operation or (b) either reestablishing gas service (including after an outage), the Company shall conduct pressure testing or dial testing on the gas piping downstream of the meter to determine that no leaks exist at the General Gas Service Customer's sole cost. The pressure testing for General Gas Service shall be accomplished consistent with the requirements of OAC Rule 4901:1-13-05(A)(3).

13. Scheduled Appointments With Customers: The Company shall provide General Gas Service Customers with an expected Company arrival time window of four hours or less for all appointments requiring the Customer to be present. When the Company will not be able to meet a scheduled appointment, it shall reasonably attempt to notify such Customer in advance of the failure to meet the appointment and arrange a new appointment date and time. The Company shall follow the procedures for appointments pursuant to OAC Rule 4901:1-13-05(C).

14. Turning Gas On: The General Gas Service Customer, after making proper application for service, shall notify the Company when it desires service to be established. In no case shall such Customer, or its agent or employee, turn on the gas supply to Customer's facilities at the curb or meter cock.

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III. General Gas Service and Residential Gas Service General Terms, continued

15. **Service Not Transferable:** No person may commence the use of gas until after making application therefore. Any successor in interest to a General Gas Service Customer, including without limitation, assignees, trustees, receivers, and conservators, shall be deemed to be a person who must make application for service and shall have thirty days in which to make application.

16. **Continuity of Service:** Subject to the physical and operating characteristics of Company's gas supply facilities, the Company shall make reasonable provision to supply gas in sufficient quantity and at adequate or uniform pressure, but does not guarantee constant supply or adequate pressure. The Company shall not be liable in damages for failure to supply gas or for interruptions in service, and shall be relieved of its obligations to serve and may discontinue or modify service, if such failure or interruption is due to acts of God, or the public enemy, military action, wars, insurrections, riots, civil disturbances, vandalism, strikes, fires, floods, washouts, explosions, acts or orders of any civil, judicial or military authorities, failure of gas supply or gas facilities, and without limitation by the foregoing, accidents, contingencies or other causes beyond the control of the Company.

Without incurring any liability therefore, the Company may also suspend service after reasonable notice, for such period as may be reasonably necessary to make repairs to or changes in its gas supply systems or other property.

17. **Quality of Gas:** The Company's supply of natural gas is received principally from the interstate gas transmission system. Thus, the heating value and specific gravity of gases received may vary between Receipt Points from day to day. These variations are beyond the control of the Company, which can only dispatch the gases received. Pursuant to 4933.06 of the Revised Code, except

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III. General Gas Service and Residential Gas Service General Terms, continued

as otherwise provided in arrangements approved under section 4905.31 of the Revised Code, natural gas delivered to General Gas Service Customers shall have a heating value of not less than 900 BTU per standard cubic foot, when measured in the laboratory by direct heat release or by chemical composition, according to the procedures of the American Society for Testing and Materials or other recognized analytical methods in effect on the effective date of this section.

18. **Service Not to be Disturbed:** No Customer of General Gas Service 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 such 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.

19. **No Customer Shall Sell to Another:** A General Gas Service Customer shall not supply or sell gas for use in any location or by any person other than that specified in the application for service.

20. **Access to Premises:** The Company and its authorized employees shall have access at all reasonable times to the Company's facilities and at all of the premises in which gas supplied by the Company is used or is to be used. The Company's employees and agents seeking access to the Customer's or landlord's premises shall, upon request, identify himself/herself and state the reasons for visit.

18.21. **Customer's Responsibility:** Unless agreed otherwise, the General Gas Service Customer assumes all responsibility for the Customer Service Line and all property owned by the Customer on Customer's side of the meter at the

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Delivery Point, for the service supplied or taken, as well as for the installation and appliances used in connection therewith, and will save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on Customer's side of the meter at the Delivery Point.

22. **Right-of-Way and Line:** The General Gas Customer, without reimbursement, will make or procure conveyance to the Company of right-of-way and installed lines satisfactory to it across property between Company's main lines and Customer's property at the location where service is to be furnished, including property owned or controlled by Customer for Company's supply mains, extensions thereof, or appurtenances necessary for or incidental to the supplying of service to Customer. Subject to the Customer reimbursement as may be required by the Company, the Company will make or procure conveyance of other rights-of-ways that may be necessary for or incidental to the supplying of service to the Customer. In the Company's discretion, it may allow the General Gas Service Customer to provide a license in lieu of right-of-way for installed lines. Notwithstanding the foregoing above, the Customer's consent to the Company providing service to the Customer shall also be the consent for the Customer to convey a right-of-way or to grant a license to the Company to install the Company's facilities necessary for the provision of service on the Customer's property.

19.23. **Customer Shall Satisfactorily Secure Account:** Subject to the requirements of ORC § 4933.17, the Company may require a General Gas Service Customer to satisfactorily secure an account unless other arrangements are made. Customer's obligation to satisfactorily secure an account can be based upon, but not limited to, a determination by the Company that Customer's

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III. General Gas Service and Residential Gas Service General Terms, continued

current financial or credit status will not support the level of service contracted for, in which case the Company may request that the Customer post the appropriate amount of collateral. Collateral may be in the form of a prepayment, cash deposit, letter of credit, creditworthy parent guarantee or other security acceptable to the Company. The Company reserves the right to review the Customer's credit worthiness at any time. Upon request, but not more than twice in any 12-month period, the Customer must provide current financial information. Upon acceptance of a cash deposit, the Company shall furnish a receipt showing the name of the Customer, the address of the premises, the billing address, a statement as to the interest rate to be paid, the length of time the deposit will be held in order to qualify for interest, and the conditions for refunding the deposits. To the extent the Company may require a deposit, it will adhere to the provisions of Rules 4901:1-17-03 through 4901:1-17-08 of the OAC.

24. Right to Shut Off Gas: After reasonable notice, the Company shall have the right to discontinue service and the right to disconnect and remove from the premises of any Customer the meter and any other property belonging to the Company for any of the following reasons or purposes:

- (1) Refusing access;
- (2) Non-payment of bills for gas or transportation, when due;
- (3) Failure to furnish or maintain required security;
- (4) Non-use of gas or transportation service;
- (5) Theft of service, tampering of property, or fraudulent representation or practice;
- (6) Whenever deemed necessary by the Company for safety reasons;

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- (7) Violation of any of these Rules and Regulations or any written Service Agreement;
- (8) Customer request;
- (9) Customer vacates premises;
- (10) When a safety hazard or emergency may threaten the health and safety of others or other property;
- (11) When a Customer/consumer uses gas in a manner detrimental to the service of others;
- (12) Violation of law; and
- (13) Failure to comply with a contract or tariff.

The Company shall follow the provisions of OAC Rule 4901:1-13-09 in the event of disconnection of service for tampering or unauthorized reconnection or for disconnection of service for fraudulent practice.

25. **Reconnection of Service:** Unless a General Gas Service Customer requests or agrees otherwise, the Company shall reconnect service by the close of the following regular working day after it receives full amount in arrears for which service was disconnected and receives any deposit required and any tariff charges, and agrees with the Customer on a deferred payment plan and already received a payment (if required under the plan) as well as any required deposit or tariff charges, or the Customer establishes that the conditions that warranted disconnection of service have been eliminated.

26. **Records and Accounts:** The Company shall maintain and retain records consistent with OAC Rules 4901:1-13-03 and Appendix A to OAC Rule 4901:1-9-06. The Company shall keep its books of accounts and records in accordance

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with the Uniform System of Accounts as required by the Public Utilities Commission of Ohio prescribed by to OAC Rule 4901:1-13-13.

27. Other Regulatory Duties and Obligations: With respect to service to General Gas Service Customers, the Company shall follow the requirements of Rules 4901:1-13-01 through 04, Rule 4901:1-13-05(A)(3)(a) and (d) and (B) through (E), Rules 4901:1-13-06 through 4901:1-13-14 of the OAC.

28. Consumer Safeguards: The Company shall maintain a listing including the 24-hour emergency number in each local telephone service provider's directory operating in the Company's service territory. The Company shall not commit any unfair or deceptive acts or practices in connection with the promotion or provision of service. The Company shall only disclose a Customer's account number or Social Security Number without the Customer's written consent for natural gas company credit evaluation, collections, and/or credit reporting or pursuant to a court order or subpoena. Upon Customer request, the Company shall timely provide twelve months of a Customer's usage history and twenty-four months of a Customer's payment history to the Customer.

29. Provision of Customer Rights and Obligations: The Company shall provide to new Customers and to existing Customers who request it, a written summary of the Customer's rights and responsibilities. Pursuant to Rule 4901:1-13-06 of the Ohio Administrative Code, this written summary information will appear on the Company's website.

30. Billing Periods: Bills ordinarily are rendered regularly at monthly intervals. Non-receipt of bills by the Customer does not release or diminish the obligation of the Customer with respect to payment thereof. Bills are typically

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rendered and sent out on the tenth day of each month. All bills shall be due no earlier than fifteen days from the date of the postmark on the bill. Bills shall contain the information required by Rule 4901:1-13-11 of the Ohio Administrative Code. Meters are ordinarily read at monthly intervals.

31. **Payment of Bills:** Bills may be paid by the Customer at any office of the Company during its regular office hours, to anyone of the Company's authorized collecting agents during the regular office hours of such agent, or by first-class mail addressed to the Company address shown on the bill. Any remittance received by the Company by first-class mail bearing U.S. Postal Office cancellation date corresponding with or previous to the last date of the net payment period will be accepted by the Company as within the net payment period. Upon request, the Company will provide an updated list of ways to pay bills.

32. **Complaints and Complaint Handling Procedure:** The Company will make a good faith effort to settle unresolved disputes. It will provide a status report within three business days of receipt to the Customer and to the Commission Staff. If the investigation is not completed within ten days, the Company shall provide status reports to update the Customer or update the Customer and Commission Staff when investigating a complaint at five business day intervals. The Company shall inform the Customer and the Commission Staff of the results of the investigation either orally or in writing no later than five business days after the completion of the investigation. If requested, the final report may be reduced to writing. If the Customer disputes the Company's report, the Company shall inform the Customer that the Commission Staff is available to mediate complaints and the Company will provide contact information.

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1. Initiation and Installation of Service: All applications for service shall be made through the local office of the Company or its authorized agents. Company's service to Customer of Residential Gas Service shall be initiated and installed in accordance with Rule 4901:1-13-05(A) of the Ohio Administrative Code. Where such a Customer requests new service that requires the installation of a main line extension, the Company shall first determine if the main line should be extended. The Company will permit any prospective Residential Gas Service Customer requesting service to connect to its existing lines pursuant to the terms and conditions described in these Rules and Regulations, and will extend its existing lines to provide service to a prospective Residential Gas Service Customer where such extension is deemed to be operationally feasible and economically justified based on a cost-benefit analysis. If the Company determines to extend the main line, it shall contact the prospective Residential Gas Service Customer within thirty days to provide (a) an estimate of the cost of the main line extension, (b) the amount, if any, of a deposit, and (c) an estimated date by which the main line extension will be completed. The Company shall perform the connection and shall install all necessary piping and appurtenances (including the pressure regulator(s), positive shut-off drip, and meter). Unless otherwise agreed, the Customer shall be responsible for the cost of all facilities required to interconnect to Company's gas supply facilities.

If the Company cannot complete the requested service installation on time, it shall promptly notify the Customer of the delay, the reasons for the delay, the steps being taken to complete the work, and the probable completion date. If a rescheduled completion date cannot be met, the Customer shall be promptly notified and, if the completion date is delayed by more than three business days,

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written notification shall be given to the Customer providing the reasons for the delay, the steps being taken to complete the work and the new rescheduled completion date.

2. **Distribution Main Line Extension:** The general term "Distribution Main Line extension" is commonly used to designate the complete line or connection between the Company's main line and the Residential Gas Service Customer's property line, or other agreed upon location, up to and including the Company's meter facilities.

Upon application for a Residential Gas Service extension of main, the Company may enter into a line extension agreement providing for a deposit with the Company of a sum deemed adequate by the Company to cover the cost to be incurred by it. The amount of deposit shall be determined by multiplying the footage by the average cost per foot to the Company of similar size main installed during the preceding calendar year. The sum so deposited shall be subject to refund for each additional applicant who becomes a bona fide customer connected to the extension but not to laterals therefrom or to further extensions thereof. No refunds shall be paid after the expiration of seven years from the date of the agreement.

When a main extension is necessary to provide service availability to plots of lots or real estate subdivisions and such main extension is not deemed justified at the Company's expense, the owners, developers or promoters of such plots of lots or real estate subdivisions may enter into a line extension agreement and deposit with the Company the estimated cost of that portion of the main extension which is not deemed justified at the Company's expense. This deposit will be refunded for each bona fide customer connected to the extension but not to laterals

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therefrom or to further extensions thereof. No refunds shall be paid after the expiration of seven (7) years from the date of the agreement.

Where a main extension is requested for mixed use (combination residential and commercial projects), commercial projects or industrial projects, and all or part of such main extension is not deemed economically justified at the Company's expense, based on a cost-benefit study, the Company shall require the applicant or applicants to enter into a line extension agreement and deposit with the Company the estimated cost of that portion of the main extension which is not deemed economically justified at the Company's expense, based on such study. This deposit will be refunded annually, based upon the incremental volumes sold directly from the main extension which are over and above those volumes used to determine the portion of the main extension to be done at the Company's expense. The refund shall be determined by multiplying such incremental volumes by the applicable base rates. No refunds shall be paid after the expiration of seven (7) years from the date of the agreement.

In no case shall the total refunds exceed the amount deposited for the extension. Deposits will not draw interest. All extensions shall be property of the Company. The Company shall have no obligation to make any extensions during the months of December, January, February, or March. Where a main extension is deemed economically justified at the Company's expense, based upon a cost-benefit study, no deposit shall be required.

3. **Customer Service Line:** The Customer Service Line consists of the pipe from the outlet side of the Company's meter facilities on the Customer's property to the Customer's building. Unless agreed otherwise, the Residential Gas Service Customer shall install, own and maintain, at the Customer's expense, its own Service Line. The Customer Service line, Customer piping, fittings, valves, connections, equipment venting and all associated equipment shall be installed

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with materials and workmanship which meet the reasonable requirements of the Company and shall be subject to inspection or test by the Company. The Company shall have no obligation to establish service until after such requirements of the Company with respect to the facilities in place at the time of the test.

In the case of leak, error, patent defect or other unsatisfactory condition resulting in the disapproval of the line or piping by the Company, the necessary correction shall be made at the Customer's expense; and then the lines and piping will be inspected and tested again by the Company. Each inspection and test, when required after correction, shall be subject to a charge covering the cost thereof.

4. **Pressure Regulators:** Where Residential Gas Service is provided from high pressure lines, the Company shall furnish the necessary pressure regulator or regulators with the cost allocated or assigned to the Residential Gas Service Customer, which regulator or regulators shall remain the property of the Company.

Such Customer shall install and maintain, at its expense, substantial housing acceptable to the Company in size and design for the regulator or regulators and the meter and related facilities in order to protect them from the weather and molestation.

If it becomes necessary to construct, operate, and maintain a heater to maintain satisfactory operation of the regulator or regulators, the gas used in such heater shall be at the expense of the Customer and shall be taken from the outlet side of the meter serving the Customer.

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5. **Meters:** The Company will furnish each Customer of Residential Gas Service, with the cost allocated or assigned to the Residential Gas Service Customer, with a meter of such size and type as the Company may determine will adequately serve the property of the Company, and the Company shall have the right to replace it as the Company may deem it necessary.

The Company shall determine the location of the meter, which shall ordinarily be near the property line boundary or some other agreed upon location, outside of any enclosed building and shall be accessible to the Company without the necessity of Customer presence or approval.

When changes in 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.

The owner of the service property address 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 meter, regulators or gauges.

4.6. **Quantity of Gas Delivered by Meter:** Unless otherwise agreed to, gas will be measured by a volumetric or thermal meter installed by the Company which shall be and remain the property of the Company with the point of measurement to be at the Delivery Point. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration and bills shall reflect the consumption so registered. Any mistake in reading the registration, however, shall not affect the liability for gas consumed

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as determined by a corrected reading of the registration. A correction billing based upon discovery of a prior error shall be honored by the Residential Gas Service Customer.

7. **Unit of Measurement:** The unit of measurement shall be either in dekatherms or that quantity of gas which will occupy one (1) cubic foot at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute (thirty [30] inches of mercury), a temperature base of sixty (60) degrees Fahrenheit, (five hundred twenty [520] degrees absolute), and without adjustment for water vapor content. To determine the volume of gas delivered, factors such as those required for pressure, temperature, and specific gravity and deviation from Boyle's law, shall be applied.

8. **Estimated Bill:** When the meter is not read, the Company may estimate the quantity of gas consumed and render a bill for such quantity. All estimated bills shall at some time be followed by a billing based upon a meter reading. The Company shall obtain actual readings of its Customer meters at least once every twelve months as well as at the initiation of service and the termination of service, but will make reasonable attempts to read the meter on regular monthly intervals.

A Customer may request an actual meter read, without charge, if the Customer's usage has been estimated for more than two of the immediately preceding billing cycles consecutively or if the Customer has reasonable grounds to believe that the meter is malfunctioning. If the Company has read the meter within the immediately preceding 70 days it shall inform the Customer, when the Customer contacts the Company to initiate or terminate service, of the Customer's right to have an actual meter read at no charge to the Customer.

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9. **Meter Test and Incorrect Meter Readings:** The Company shall test the meter within thirty business days after the date of a request by Customer. The Customer or the Customer's representative has the right to be present when the meter test is performed at the Customer's request. The Customer shall be informed by the Company of the Customer's right to be present at the meter test during the time that such meter test is being scheduled. Company shall provide Customer a written explanation of the test results within ten business days of the completed test. If the meters test within 3% or better of accurate measurement, then the cost of the test shall be paid by the party requesting the test. If the meters are found to be inaccurate by more than 3%, the Company shall pay for the test and shall provide a properly functioning meter. No adjustment based upon meter inaccuracies shall be made for delivery charges or natural gas imbalances unless a meter tests inaccurate by more than 3%. Any such billing correction, to be made within thirty days, shall only be to the 3% error level for a period of time no longer than to the last meter testing or twelve months, whichever is less. This section does not apply in the event there has been either tampering or an unauthorized reconnection of the meter or related equipment during the subject period of time. Meters are ordinarily read at monthly intervals but may be read more or less frequently at Company's option.

2.10. **Discontinuance of Supply on Notice of Defect in Customer's Property:** If the Customer Service Line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment on a Customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of such defect or condition and reasonable notice to the Residential Gas Service Customer, may discontinue the supply of gas to such Customer until such defect or condition has been

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rectified by the Customer in compliance with the reasonable requirements of the Company.

11. **No Responsibility for Material or Workmanship:** The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in, the Customer Service Line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship.

12. **Inspection of Altered Piping:** It shall be the duty of the Customer of Residential Gas Service to notify the Company promptly of any additions, changes, alterations, remodeling or reconstruction affecting gas piping on the Customer's premises.

Prior to (a) initial operation or (b) either reestablishing gas service (including after an outage), the Company shall conduct pressure testing or dial testing on the gas piping downstream of the meter to determine that no leaks exist at the Residential Gas Service Customer's sole cost. The pressure testing for Residential Gas Service shall be accomplished consistent with the requirements of OAC Rule 4901:1-13-05(A)(3).

3.13. **Scheduled Appointments With Customers:** The Company shall provide Residential Gas Service Customers with an expected Company arrival time window of four hours or less for all appointments requiring the Customer to be present. When the Company will not be able to meet a scheduled appointment, it shall reasonably attempt to notify such Customer in advance of

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the failure to meet the appointment and arrange a new appointment date and time. The Company shall follow the procedures for appointments pursuant to OAC Rule 4901:1-13-05(C).

14. **Turning Gas On:** The Residential Gas Service Customer, after making proper application for service, shall notify the Company when it desires service to be established. In no case shall such Customer, or its agent or employee, turn on the gas supply to Customer's facilities at the curb or meter cock.

15. **Service Not Transferable:** No person may commence the use of gas until after making application therefore. Any successor in interest to a Residential Gas Service Customer, including without limitation, assignees, trustees, receivers, and conservators, shall be deemed to be a person who must make application for service and shall have thirty days in which to make application.

16. **Continuity of Service:** Subject to the physical and operating characteristics of Company's gas supply facilities, the Company shall make reasonable provision to supply gas in sufficient quantity and at adequate or uniform pressure, but does not guarantee constant supply or adequate pressure. The Company shall not be liable in damages for failure to supply gas or for interruptions in service, and shall be relieved of its obligations to serve and may discontinue or modify service, if such failure or interruption is due to acts of God, or the public enemy, military action, wars, insurrections, riots, civil disturbances, vandalism, strikes, fires, floods, washouts, explosions, acts or orders of any civil, judicial or military authorities, failure of gas supply or gas facilities, and without limitation by the foregoing, accidents, contingencies or other causes beyond the control of the Company.

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Without incurring any liability therefore, the Company may also suspend service after reasonable notice, for such period as may be reasonably necessary to make repairs to or changes in its gas supply systems or other property.

17. **Quality of Gas:** The Company's supply of natural gas is received principally from the interstate gas transmission system. Thus, the heating value and specific gravity of gases received may vary between Receipt Points from day to day. These variations are beyond the control of the Company, which can only dispatch the gases received. Pursuant to 4933.06 of the Revised Code, except as otherwise provided in arrangements approved under section 4905.31 of the Revised Code, natural gas delivered to Residential Gas Service Customers shall have a heating value of not less than 900 BTU per standard cubic foot, when measured in the laboratory by direct heat release or by chemical composition, according to the procedures of the American Society for Testing and Materials or other recognized analytical methods in effect on the effective date of this section.

18. **Service Not to be Disturbed:** No Customer of Residential Gas Service 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 such 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.

19. **No Customer Shall Sell to Another:** A Residential Gas Service Customer shall not supply or sell gas for use in any location or by any person other than that specified in the application for service.

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20. **Access to Premises:** The Company and its authorized employees shall have access at all reasonable times to the Company's facilities and at all of the premises in which gas supplied by the Company is used or is to be used. The Company's employees and agents seeking access to the Customer's or landlord's premises shall, upon request, identify himself/herself and state the reasons for visit.

21. **Customer's Responsibility:** Unless agreed otherwise, the Residential Gas Service Customer assumes all responsibility for the Customer Service Line and all property owned by the Customer on Customer's side of the meter at the

Delivery Point, for the service supplied or taken, as well as for the installation and appliances used in connection therewith, and will save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on Customer's side of the meter at the Delivery Point.

4.22. **Right-of-Way and Line:** The Residential Gas Customer, without reimbursement, will make or procure conveyance to the Company of right-of-way and installed lines satisfactory to it across property between Company's main lines and Customer's property at the location where service is to be furnished, including property owned or controlled by Customer for Company's supply mains, extensions thereof, or appurtenances necessary for or incidental to the supplying of service to Customer. Subject to the Customer reimbursement as may be required by the Company, the Company will make or procure conveyance of other rights-of-ways that may be necessary for or incidental to the supplying of service to the Customer. In the Company's discretion, it may allow the Residential Gas Customer to provide a license in lieu of right-of-way for installed

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lines. Notwithstanding the foregoing above, the Customer's consent to the Company providing service to the Customer shall also be the consent for the Customer to convey a right-of-way or to grant a license to the Company to install the Company's facilities necessary for the provision of service on the Customer's property.

23. Customer Shall Satisfactorily Secure Account: Subject to the requirements of ORC § 4933.17, the Company may require a Residential Gas Service Customer to satisfactorily secure an account unless other arrangements are made. Customer's obligation to satisfactorily secure an account can be based upon, but not limited to, a determination by the Company that Customer's current financial or credit status will not support the level of service contracted for, in which case the Company may request that the Customer post the appropriate amount of collateral. Collateral may be in the form of a prepayment, cash deposit, letter of credit, creditworthy parent guarantee or other security acceptable to the Company. The Company reserves the right to review the Customer's creditworthiness at any time. Upon request, but not more than twice in any 12-month period, the Customer must provide current financial information. Upon acceptance of a cash deposit, the Company shall furnish a receipt showing the name of the Customer, the address of the premises, the billing address, a statement as to the interest rate to be paid, the length of time the deposit will be held in order to qualify for interest, and the conditions for refunding the deposits. To the extent the Company requires a deposit, it will adhere to the provisions of Rules 4901:1-17-03 through 4901:1-17-08 of the OAC.

5.24. Right to Shut Off Gas; Disconnection Provisions: After reasonable notice, the Company shall have the right to discontinue service and the right to disconnect and remove from the premises of any Customer the meter and any

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other property belonging to the Company for any of the following reasons or purposes:

- (1) Refusing access;
- (2) Non-payment of bills for gas or transportation, when due;
- (3) Failure to furnish or maintain required security;
- (4) Non-use of gas or transportation service;
- (5) Theft of service, tampering of property, or fraudulent representation or practice;
- (6) Whenever deemed necessary by the Company for safety reasons;
- (7) Violation of any of these Rules and Regulations or any written Service Agreement;
- (8) Customer request;
- (9) Customer vacates premises;
- (10) When a safety hazard or emergency may threaten the health and safety of others or other property;
- (11) When a Customer/consumer uses gas in a manner detrimental to the service of others;
- (12) Violation of law; and
- (13) Failure to comply with a contract or tariff.

If a Residential Gas Customer is delinquent in payment for regulated services, the Company may disconnect the Customer's service, after fourteen days' notice, and after following all of the provisions of Rule 4901:1-18-06 of the OAC.

The Company shall follow the provisions of OAC Rule 4901:1-13-09 in the event of disconnection of service for tampering or unauthorized reconnection or for disconnection of service for fraudulent practice.

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25. Reconnection of Service: Unless a Residential Gas Service Customer requests or agrees otherwise, the Company shall reconnect service by the close of the following regular working day after it receives full amount in arrears for which service was disconnected and receives any deposit required and any tariff charges, and agrees with the Customer on a deferred payment plan and already received a payment (if required under the plan) as well as any required deposit or tariff charges, or the Customer establishes that the conditions that warranted disconnection of service have been eliminated.

~~6-26.~~ **Records and Accounts:** The Company shall maintain and retain records consistent with OAC Rules 4901:1-13-03 and Appendix A to OAC Rule 4901:1-9-06. The Company shall keep its books of accounts and records in accordance with the Company's initial tariff submitted for approval in Case No. 15-1104-GA-ACE.

~~1. General Gas Service General Terms:~~ [Reserved]
with the Uniform System of Accounts as required by the Public Utilities Commission of Ohio prescribed by to OAC Rule 4901:1-13-13.

27. Other Regulatory Duties and Obligations: With respect to service to Residential Gas Service Customers, the Company shall follow the requirements of Rules 4901:1-13-01 through 4901:1-13-07 and Rules 4901:1-13-09 through 4901:1-13-14 of the OAC.

28. Consumer Safeguards: The Company shall maintain a listing including the 24-hour emergency number in each local telephone service provider's directory operating in the Company's service territory. The Company shall not commit any unfair or deceptive acts or practices in connection with the promotion

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or provision of service. The Company shall only disclose a customer's account number or Social Security Number without the customer's written consent for natural gas company credit evaluation, collections, and/or credit reporting or pursuant to a court order or subpoena. Upon customer request, the Company shall timely provide twelve months of a customer's usage history and twenty-four months of a customer's payment history to the customer.

29. Provision of Customer Rights and Obligations: The Company shall provide to new Customers and to existing Customers who request it, a written summary of the Customer's rights and responsibilities. Pursuant to Rule 4901:1-13-06 of the Ohio Administrative Code, this written summary information will appear on the Company's website.

30. Billing Periods: Bills ordinarily are rendered regularly at monthly intervals. Non-receipt of bills by the customer does not release or diminish the obligation of the customer with respect to payment thereof. Bills are typically rendered and sent out on the tenth day of each month. All bills shall be due no earlier than fifteen days from the date of the postmark on the bill. Bills shall contain the information required by Rule 4901:1-13-11 of the Ohio Administrative Code. Meters are ordinarily read at monthly intervals.

31. Payment of Bills: Bills may be paid by the Customer at any office of the Company during its regular office hours, to anyone of the Company's authorized collecting agents during the regular office hours of such agent, or by first-class mail addressed to the Company address shown on the bill. Any remittance received by the Company by first-class mail bearing U.S. Postal Office cancellation date corresponding with or previous to the last date of the net payment period will be accepted by the Company as within the net payment

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period. Upon request, the Company will provide an updated list of ways to pay bills.

32. **Complaints and Complaint Handling Procedure:** The Company will make a good faith effort to settle unresolved disputes. It will provide a status report within three business days of receipt to the Customer and to the Commission Staff. If the investigation is not completed within ten days, the Company shall provide status reports to update the Customer or update the Customer and Commission Staff when investigating a complaint at five business day intervals. The Company shall inform the Customer and the Commission Staff of the results of the investigation either orally or in writing no later than five business days after the completion of the investigation. If requested, the final report may be reduced to writing. If the Customer disputes the Company's report, the Company shall inform the Customer that the Commission Staff is available to mediate complaints and the Company will provide contact information.

33. **Extended Payment Plans:** Upon contact by a Customer whose account is delinquent or who desires to avoid a delinquency, the Company shall inform the Customer that it will make reasonable extensions or other extended payment

2. Residential Gas Service General Terms: [Reserved]
plans appropriate for both the Customer and the Company. The Customer may propose payment terms to the Company. If the Customer fails to propose payment plans or the Customer's proposal is not acceptable to the Company, the Company shall inform the Customer of the 1-6th, 1-9th, the winter heating season plan and the percentage of income payment plan plus (PIPP Plus) as set forth in Rule 4901:1-18-05(B) of the OAC.

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34. **Landlord Tenant Provisions:** If the Company knows that the Customer is a landlord for a multi-unit dwelling (i.e., tenants who receive master-metered service) or for a single occupancy dwelling where the utilities are included in the rent, the Company will follow the notice, informational obligations, crediting duties, disconnection and collection provisions of Rule 4901:1-18-08 of the OAC.

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IV. Industrial Gas Service General Terms

The below terms apply to all schedules under Industrial Gas Service.

1. **Initiation and Installation of Service:** All applications for service shall be made through the local office of the Company or its authorized agents. Company's service to Customer of Industrial Gas Service shall be initiated and installed in accordance with the Service Agreement between Customer and Company. Where such a Customer requests new service that requires the installation of a main line extension, the Company shall first determine if the main line should be extended. The Company will permit any prospective Industrial Gas Service Customer requesting service to connect to its existing lines pursuant to the terms and conditions described in these Rules and Regulations or as otherwise set forth in the Service Agreement, and will extend its existing lines to provide service to a prospective Customer where such extension is deemed to be operationally feasible and economically justified based on a cost-benefit analysis. If the Company determines to extend the main line, it shall contact the prospective Industrial Gas Service Customer within thirty days to provide (a) an estimate of the cost of the main line extension, (b) the amount, if any, of a deposit, and (c) an estimated date by which the main line extension will be completed. The Company shall perform the connection and shall install all necessary piping and appurtenances (including the pressure regulator(s), positive shut-off drip, and meter). Unless otherwise stated in the Service Agreement, Customer shall be responsible for the cost of all facilities required to interconnect to Company's gas supply facilities.

If the Company cannot complete the requested service installation on time, it shall promptly notify the Customer of the delay, the reasons for the delay, the steps being taken to complete the work, and the probable completion date. If a rescheduled completion date cannot be met, the Customer shall be promptly

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IV. Industrial Gas Service General Terms, continued

notified and, if the completion date is delayed by more than three business days, written notification shall be given to the Customer providing the reasons for the delay, the steps being taken to complete the work and the new rescheduled completion date.

2. **Distribution Main Line Extension:** The general term "Distribution Main Line extension" is commonly used to designate the complete line or connection between the Company's main line and the Industrial Gas Service Customer's property line, or other agreed upon location, up to and including the Company's meter facilities.

3. **Customer Service Line:** The Customer Service Line consists of the pipe from the outlet side of the Company's meter facilities on the Customer's property to the Customer's building. Unless agreed otherwise, the Industrial Gas Service Customer shall install, own and maintain, at the Customer's expense, its own Service Line. The Customer ~~service line~~Service Line, Customer piping, fittings, valves, connections, equipment venting and all associated equipment shall be installed with materials and workmanship which meet the reasonable requirements of the Company and shall be subject to inspection or test by the Company. The Company shall have no obligation to establish service until after such requirements of the Company with respect to the facilities in place at the time of the test.

In the case of leak, error, patent defect or other unsatisfactory condition resulting in the disapproval of the line or piping by the Company, the necessary correction shall be made at the Customer's expense; and then the lines and piping will be inspected and tested again by the Company. Each inspection and test, when required after correction, shall be subject to a charge covering the cost thereof.

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IV. Industrial Gas Service General Terms, continued

4. **Pressure Regulators:** Where Industrial Gas Service is provided from high pressure lines, the Company shall furnish the necessary pressure regulator or regulators with the cost allocated pursuant to the Customer's Service Agreement, which regulator or regulators shall remain the property of the Company.

Such Customer shall install and maintain, at its expense, substantial housing acceptable to the Company in size and design for the regulator or regulators and the meter and related facilities in order to protect them from the weather and molestation.

If it becomes necessary to construct, operate, and maintain a heater to maintain satisfactory operation of the regulator or regulators, the gas used in such heater shall be at the expense of the Customer and shall be taken from the outlet side of the meter serving the Customer.

5. **Meters:** The Company will furnish each Customer of Industrial Gas Service, with the cost allocated pursuant to the Customer's Service Agreement, with a meter of such size and type as the Company may determine will adequately serve the property of the Company, and the Company shall have the right to replace it as the Company may deem it necessary.

The Company shall determine the location of the meter, which shall ordinarily be near the property line boundary or some other agreed upon location, outside of any enclosed building and shall be accessible to the Company without the necessity of Customer presence or approval.

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IV. Industrial Gas Service General Terms, continued

When changes in 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.

The owner of the service property address 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 meter, regulators or gauges.

6. **Quantity of Gas Delivered by Meter:** Subject to any contrary terms in Customer's Service Agreement, gas will be measured by a volumetric or thermal meter installed by the Company which shall be and remain the property of the Company with the point of measurement to be at the Delivery Point. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration and bills shall reflect the consumption so registered. Any mistake in reading the registration, however, shall not affect the liability for gas consumed as determined by a corrected reading of the registration. A correction billing based upon discovery of a prior error shall be honored by the Industrial Gas Service Customer.

7. **Unit of Measurement:** The unit of measurement shall be set forth in Customer's Service Agreement, and be either in dekatherms or that quantity of gas which will occupy one (1) cubic foot at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute (thirty [30] inches of mercury), a temperature base of sixty (60) degrees Fahrenheit, (five

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS**IV. Industrial Gas Service General Terms, continued**

hundred twenty [520] degrees absolute), and without adjustment for water vapor content. To determine the volume of gas delivered, factors such as those required for pressure, temperature, and specific gravity and deviation from Boyle's law, shall be applied. _____

8. Estimated Bill: When the meter is not read, the Company may estimate the quantity of gas consumed and render a bill for such quantity. All estimated bills shall at some time be followed by a billing based upon a meter reading. The Company shall obtain actual readings of its Customer meters at least once every twelve months as well as at the initiation of service and the termination of service, but will make reasonable attempts to read the meter on regular monthly intervals.

A Customer may request an actual meter read, without charge, if the Customer's usage has been estimated for more than two of the immediately preceding billing cycles consecutively or if the Customer has reasonable grounds to believe that the meter is malfunctioning. If the Company has read the meter within the immediately preceding 70 days it shall inform the Customer, when the Customer contacts the Company to initiate or terminate service, of the Customer's right to have an actual meter read at no charge to the Customer.

8-9. Meter Test and Incorrect Meter Readings: With reasonable prior notice, an Industrial Gas Service Customer shall have the right to review the records of the Receipt Point(s) meter(s) and/or Delivery Point(s) meter(s), during normal business hours. Either Customer or Company may, at its election, have any or all of the Receipt Point(s) meter(s) and/or Delivery Point(s) meter(s) tested for accuracy and adjusted in accordance with good industry practice. The Company shall test the meter within thirty business days after the date of a request by

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IV. Industrial Gas Service General Terms, continued

Customer. The Customer or the Customer's representative has the right to be present when the meter test is performed at the Customer's request. The Customer shall be informed by the Company of the Customer's right to be present at the meter test during the time that such meter test is being scheduled. Company shall provide Customer a written explanation of the test results within ten business days of the completed test. If the meters test within 3% or better of accurate measurement, then the cost of the test shall be paid by the party requesting the test. If the meters are found to be inaccurate by more than 3%, the Company shall pay for the test and shall provide a properly functioning meter. No adjustment based upon meter inaccuracies shall be made for delivery charges or natural gas imbalances unless a meter tests inaccurate by more than 3%. Any such billing correction, to be made within thirty days, shall only be to the 3% error level for a period of time no longer than to the last meter testing or twelve months, whichever is less. This section does not apply in the event there has been either tampering or an unauthorized reconnection of the meter or related equipment during the subject period of time. Meters are ordinarily read at monthly intervals but may be read more or less frequently at Company's option.

9.10. Discontinuance of Supply on Notice of Defect in Customer's Property: If the Customer ~~service-line~~**Service Line**, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment on a Customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of such defect or condition and reasonable notice to the Industrial Gas Service Customer, may discontinue the supply of gas to such Customer until such defect or condition has been rectified by the Customer in compliance with the reasonable requirements of the Company.

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IV. Industrial Gas Service General Terms, continued

~~40.11.~~ **No Responsibility for Material or Workmanship:** The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in, the Customer ~~service line~~ Service Line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship.

12. Inspection of Altered Piping: It shall be the duty of the Customer of Industrial Gas Service to notify the Company promptly of any additions, changes, alterations, remodeling or reconstruction affecting gas piping on the Customer's premises.

Prior to (a) initial operation or (b) either reestablishing gas service (including after an outage), the Company shall conduct pressure testing or dial testing on the gas piping downstream of the meter to determine that no leaks exist at the Industrial Gas Service Customer's sole cost. The pressure testing for Industrial Gas Service shall be accomplished consistent with the requirements of OAC Rule 4901:1-13-05(A)(3).

~~44.13.~~ **Scheduled Appointments With Customers:** The Company shall provide Industrial Gas Service Customers with an expected Company arrival time window of four hours or less for all appointments requiring the Customer to be present. When the Company will not be able to meet a scheduled appointment, it shall reasonably attempt to notify such Customer in advance of the failure to meet the appointment and arrange a new appointment date and time. The Company shall follow the procedures for appointments pursuant to OAC Rule 4901:1-13-05(C).

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IV. Industrial Gas Service General Terms, continued

42.14. Turning Gas On: The Industrial Gas Service Customer, after making proper application for service, shall notify the Company when it desires service to be established. In no case shall such Customer, or its agent or employee, turn on the gas supply to Customer's facilities at the curb or meter cock.

43.15. Service Not Transferable: No person may commence the use of gas until after making application therefore. Any successor in interest to an Industrial Gas Service Customer, including without limitation, assignees, trustees, receivers, and conservators, shall be deemed to be a person who must make application for service and shall have thirty days in which to make application.

44.16. Continuity of Service: The Industrial Gas Service Customer shall arrange for sufficient gas to be delivered into Company's system on an hourly basis. Subject to that requirement and subject to the physical and operating characteristics of Company's gas supply facilities, the Company shall make reasonable provision to supply gas in sufficient quantity and at adequate or uniform pressure, but does not guarantee constant supply or adequate pressure. The Company shall not be liable in damages for failure to supply gas or for interruptions in service, and shall be relieved of its obligations to serve and may discontinue or modify service, if such failure or interruption is due to acts of God, or the public enemy, military action, wars, insurrections, riots, civil disturbances, vandalism, strikes, fires, floods, washouts, explosions, acts or orders of any civil, judicial or military authorities, failure of gas supply or gas facilities, and without limitation by the foregoing, accidents, contingencies or other causes beyond the control of the Company.

Without incurring any liability therefore, the Company may also suspend service after reasonable notice, for such period as may be reasonably necessary to make repairs to or changes in its gas supply systems or other property.

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IV. Industrial Gas Service General Terms, continued

17. Quality of Gas: The Company's supply of natural gas is received principally from the interstate gas transmission system. Thus, the heating value and specific gravity of gases received may vary between Receipt Points from day to day. These variations are beyond the control of the Company, which can only dispatch the gases received. Pursuant to 4933.06 of the Revised Code, except as otherwise provided in arrangements approved under section 4905.31 of the Revised Code, natural gas delivered to Industrial Gas Service Customers shall have a heating value of not less than that specified in section V.3 of these Rules and Regulations (Industrial Gas Service – Transportation Gas Service Only) when measured in the laboratory by direct heat release or by chemical composition, according to the procedures of the American Society for testing and materials or other recognized analytical methods in effect on the effective date of this section.

45.18. Service Not to be Disturbed: No Customer of Industrial Gas Service 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 such 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.

46.19. No Customer Shall Sell to Another: The Customer of Industrial Gas Service shall not supply or sell gas for use in any location or by any person other than that specified in the application for service or as specified in the Customer's Service Agreement.

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IV. Industrial Gas Service General Terms, continued

~~17.20.~~ **Access to Premises:** The Company and its authorized employees shall have access at all reasonable times to Company's facilities and at all of the premises in which gas supplied by the Company is used or is to be used. The Company's employees and agents seeking access to the Customer's or landlord's premises shall, upon request, identify himself/herself and state the reasons for visit.

~~18.21.~~ **Customer's Responsibility:** Unless agreed otherwise, the Industrial Gas Service Customer assumes all responsibility for the Customer Service Line and all property owned by the Customer on Customer's side of the meter at the Delivery Point, for the service supplied or taken, as well as for the installation and appliances used in connection therewith, and will save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on Customer's side of the meter at the Delivery Point.

~~19.22.~~ **Right-of-Way and Line:** The Industrial Gas Customer, without reimbursement, will make or procure conveyance to the Company of right-of-way and installed lines satisfactory to it across property between Company's main lines and Customer's property at the location where service is to be furnished, including property owned or controlled by Customer for Company's supply mains, extensions thereof, or appurtenances necessary for or incidental to the supplying of service to Customer. Subject to the Customer reimbursement as may be required by the Company in the Service Agreement, the Company will make or procure conveyance of other rights-of-ways that may be necessary for or incidental to the supplying of service to the Customer.

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IV. Industrial Gas Service General Terms, continued

~~20.~~23. **Customer Shall Satisfactorily Secure Account:** Subject to the requirements of ORC § 4933.17 and any contrary terms in the Service Agreement, the Company may require an Industrial Gas Service Customer to satisfactorily secure an account unless other arrangements are made. Customer's obligation to satisfactorily secure an account can be based upon, but not limited to, a determination by the Company that Customer's current financial or credit status will not support the level of service contracted for, in which case the Company may request that the Customer post the appropriate amount of collateral. Collateral may be in the form of a prepayment, cash deposit, letter of credit, creditworthy parent guarantee or other security acceptable to the Company. The Company reserves the right to review the Customer's credit worthiness at any time. Upon request, but not more than twice in any 12-month period, the Customer must provide current financial information. Upon acceptance of a cash deposit, the Company shall furnish a receipt showing the name of the Customer, the address of the premises, the billing address, a statement as to the interest rate to be paid, the length of time the deposit will be held in order to qualify for interest, and the conditions for refunding the deposits.

24. **Right to Shut Off Gas:** After reasonable notice, the Company shall have the right to discontinue service and the right to disconnect and remove from the premises of any Customer the meter and any other property belonging to the Company for any of the following reasons or purposes:

- (1) Refusing access;
- (2) Non-payment of bills for gas or transportation, when due;
- (3) Failure to furnish or maintain required security;
- (4) Non-use of gas or transportation service;
- (5) Theft of service, tampering of property, or fraudulent representation or practice;

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IV. Industrial Gas Service General Terms, continued

- (6) Whenever deemed necessary by the Company for safety reasons;
- (7) Violation of any of these Rules and Regulations or any written Service Agreement;
- (8) Customer request;
- (9) Customer vacates premises;
- (10) When a safety hazard or emergency may threaten the health and safety of others or other property;
- (11) When ~~the use of gas adversely affects~~ a Customer/consumer uses gas in a manner detrimental to the service of others;
- (12) Violation of law; and
- (13) Failure to comply with a contract or tariff.

The Company shall follow the provisions of OAC Rule 4901:1-13-09 in the event of disconnection of service for tampering or unauthorized reconnection or for disconnection of service for fraudulent practice.

25. Reconnection of Service: Unless an Industrial Gas Service Customer requests or agrees otherwise, the Company shall reconnect service by the close of the following regular working day after it receives full amount in arrears for which service was disconnected and receives any deposit required and any tariff charges, and agrees with the Customer on a deferred payment plan and already received a payment (if required under the plan) as well as any required deposit or tariff charges, or the Customer establishes that the conditions that warranted disconnection of service have been eliminated.

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IV. Industrial Gas Service General Terms, continued

~~24.26.~~ **Records and Accounts:** The Company shall maintain and retain records consistent with OAC Rules 4901:1-13-03 and Appendix A to OAC Rule 4901:1-9-06. The ~~company~~Company shall keep its books of accounts and records in accordance with the Uniform System of Accounts as required by the Public Utilities Commission of Ohio prescribed by to OAC Rule 4901:1-13-13.

~~22.27.~~ **Other Regulatory Duties and Obligations:** With respect to service to Industrial Gas Service Customers, the Company shall follow the requirements of Rules 4901:1-13-01 through 04, Rule 4901:1-13-05(A)(3)(a) and (d) and (B) through (E), Rules 4901:1-13-06 through 4901:1-13-07 and Rules 4901:1-13-09 through 4901:1-13-14 of the OAC.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

V. Gas Supply Shortage and Curtailment

The following classifications set forth the rules of the Company governing the curtailment of gas service to various classes of customers in the event of a gas shortage. The Company may curtail or discontinue gas service in accordance with this classification without incurring liability for any subsequent loss or damages that its customers may sustain through such curtailment or discrimination.

1. **Class A Customers** shall include any service account where the use of natural gas is for space heating of a permanent residence or for use by a governmental agency or public service organization that provides emergency or life support services. Human needs customers shall include permanent residences, hospitals, nursing homes, residential correctional institutes, and motels and hotels. In the event of a shortage of gas, Class A Customers shall have preference over Class B and Class C Customers.
2. **Class B Customers** shall include any service account where the use is in schools, churches, and similar institutions, federal, state, county, municipal and public buildings, theaters, stores, restaurants, bakeries and all types of commercial establishments. In the event of a shortage of gas, Class B Customers shall have preference over Class C Customers.
3. **Class C Customers** shall include service accounts using gas in industrial or manufacturing facilities, including gas used for space heating by such customers, and customers using gas for the generation of power. Gas service to customers under this classification shall be subject to discontinuance or curtailment at any time, temporarily or permanently, in whole or in part, to protect or conserve the supply of gas for Class A and Class B Customers.

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RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

VI. Rate Schedules

1. Residential Gas Service ~~Reserved~~

Availability: The Company will permit any prospective Residential Gas Service Customer requesting service to connect to its existing lines pursuant to the terms and conditions of these Rules and Regulations and will extend its existing lines to extend service to a prospective Residential Gas Service Customer where such extension is deemed to be operationally feasible and economically justified based on a cost-based benefit analysis.

Applicability: Residential Gas Service is applicable to a Customer at his/her location where the use is primarily of a domestic nature. All applications for Residential Gas Service shall be made through the local office of the Company or its authorized agents. Where a Residential Gas Service Customer requests new service that requires the installation of a main line extension, the Company shall first determine if the main line should be extended.

Rates and Charges:

Customer Charge of \$20 per month, regardless of the amount of gas consumed.

Plus Base Rate (Initially Inclusive of the Includable Cost of Gas Supplies) of \$6.00 per Mcf

Recovery of Includable Cost of Gas Supplies: Initially, the Company will provide service on a bundled rate basis. Unless waived by the Commission, the total rate per Mcf shall subsequently consist of the base rate plus the appropriate Gas Cost Recovery rate set forth on Sheet No. 74. The Gas Cost Recovery rate shall be subject to adjustment in accordance with Chapter 4901:1-14 of the Ohio Administrative Code.

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VI. Rate Schedules, continued

Plus all delivered gas shall be subject to adjustment per Mcf as set forth in:

Sheet 75 (Gross Receipts Tax Rider)

Sheet 76 (Ohio Mcf Tax Rider)

Miscellaneous Charges: The following charges shall apply to customers:

Reconnection Charge: Where the Company reconnects or reestablishes gas service to the same Customer at the same premises during regular business hours, Monday through Friday, a charge of \$20 shall be collected. If said service is provided at a time other than regular business hours, a charge of \$30 shall be collected.

Bad Check Charge: In the event a Residential Gas Customer supplies the Company with a check or other instrument for which the Customer does not have sufficient funds to permit the Company to obtain cash in exchange for such check or instrument, an additional charge of \$20 shall be added to the billed amount.

Late Payment Charge: If a bill is not received by the Company offices or by the Company's authorized agent within fifteen (15) days of the date of the invoice, a one time additional charge of 1.5% of the Customer's billing shall be made.

Meter Test Charge: When a meter is tested at the request of a Customer and the meter tested is found to be accurate within a tolerance of plus or minus three (3) percent, the Company will assess a meter test charge of \$35 to recover the cost of the removal and meter test. The Customer will be advised of the cost of the meter test at the time of the request for the test. If the meter tested is found not to have been accurate, there shall be no charge for the removal or test.

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VVI. Rate Schedules, continued

~~General Gas Service~~ ~~{Reserved}~~

Meter Read Charge: A Customer may request an actual meter read without charge if the Customer's usage has been estimated for more than two of the immediately preceding billing cycles consecutively, or if the Customer has reasonable grounds to believe the meter is malfunctioning. At any other time a Customer requests a meter read, the Company will assess a meter re-read charge of \$25. A Customer shall be informed of this charge when making the request.

Tie-In Charge: If a tie-in is required to restore service to a Customer whose service line has been cut and plugged as the result of detection of unauthorized use of service, a charge of up to \$300 or actual cost, whichever is less, shall be assessed. A Customer shall be informed of this charge when making a tie-in request and before a Company employee is dispatched. Unauthorized service includes (1) detection of turning on the meter by Customer or Customer's agent after non-payment disconnection of service by the Company; (2) detection of turning on the meter and the curb stop by the Customer or Customer's agent after non-payment disconnection of service by the Company; and (3) detection of by-passing the meter inlet and outlet connections after removal of the meter by the Company.

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VVI. **Rate Schedules, continued**

2. General Gas Service

Availability: The Company will permit any prospective General Gas Service Customer requesting service to connect to its existing lines pursuant to the terms and conditions described in these Rules and Regulations, as may be modified by a Service Agreement, and will extend its existing lines to extend service to a prospective General Gas Service Customer where such extension is deemed to be operationally feasible and economically justified based on a cost-based benefit analysis.

Applicability: General Gas Service is applicable to a Customer at any location where the use is equal to or less than 180,000 Dth per year and is primarily of a business, professional, institutional or occupational nature. All applications for General Gas Service shall be made through the local office of the Company or its authorized agents. Where a General Gas Service Customer requests new service that requires the installation of a main line extension, the Company shall first determine if the main line should be extended.

Rates and Charges:

Customer Charge of \$20 per month, regardless of the amount of gas consumed. Plus Base Rate (Initially Inclusive of the Includable Cost of Gas Supplies) of \$6.00 per Mcf

Recovery of Includable Cost of Gas Supplies: Initially, the Company will provide service on a bundled rate basis. Unless waived by the Commission, the total rate per Mcf shall subsequently consist of the base rate plus the appropriate Gas Cost Recovery rate set forth on Sheet No.74. The Gas Cost Recovery rate shall be subject to adjustment in accordance with Chapter 4901:1-14 of the Ohio Administrative Code.

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Plus all delivered gas shall be subject to adjustment per Dth or Mcf as set forth in:

Sheet 75 (Gross Receipts Tax Rider)

Sheet 76 (Ohio Mcf Tax Rider)

Reconnection Charge: Where the Company reconnects or reestablishes gas service to the same customer at the same premises during regular business hours, Monday through Friday, a charge of \$20 shall be collected. If said service is provided at a time other than regular business hours, a charge of \$30 shall be collected.

Bad Check Charge: In the event a General Gas Service Customer supplies the Company with a check or other instrument for which the Customer does not have sufficient funds to permit the Company to obtain cash in exchange for such check or instrument, an additional charge of \$20 shall be added to the billed amount.

Late Payment Charge: If a bill is not received by the Company offices or by the Company's authorized agent within fifteen (15) days of the date of the invoice, a one time additional charge of 1.5% of the Customer's billing shall be made.

Meter Test Charge: When a meter is tested at the request of a Customer and the meter tested is found to be accurate within a tolerance of plus or minus three (3) percent, the Company will assess a meter test charge of \$30 to recover the cost of the removal and meter test. The Customer will be advised of the cost of the meter test at the time of the request for the test. If the meter tested is found not to have been accurate, there shall be no charge for the removal or test.

Meter Read Charge: A Customer may request an actual meter read without charge if the Customer's usage has been estimated for more than two of the

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_____ immediately preceding billing cycles consecutively, or if the Customer has reasonable grounds to believe the meter is malfunctioning. At any other time a Customer requests a meter read, the Company will assess a meter re-read charge of \$25. A Customer shall be informed of this charge when making the request.

Tie-In Charge: If a tie-in is required to restore service to a Customer whose service line has been cut and plugged as the result of detection of unauthorized use of service, a charge of up to \$300 or actual cost, whichever is less, shall be assessed. A Customer shall be informed of this charge when making a tie-in request and before a Company employee is dispatched. Unauthorized service includes (1) detection of turning on the meter by Customer or Customer's agent after non-payment disconnection of service by the Company; (2) detection of turning on the meter and the curb stop by the Customer or Customer's agent after non-payment disconnection of service by the Company; and (3) detection of by-passing the meter inlet and outlet connections after removal of the meter by the Company.

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VI. Rate Schedules, continued

2.3. General Gas Service and/or Industrial Gas Service – Transportation Gas Service Only

Availability.

Available for General Gas Service Customers who are also mercantile customers as defined in Section 4929.01, Revised Code, and/or Industrial Gas Service to the extent of Company's gas supply facilities in all territory where Company's gas supply facilities are located, to Customers who contract for gas service under the terms and conditions stated herein, who execute a Service Agreement, and subject to the Rules and Regulations filed by the Company from time to time with the Public Utilities Commission of Ohio and any subsequent revision(s) thereof, and to the lawful orders of regulatory authorities having jurisdiction.

Applicability.

Transportation of General Gas Service and/or Industrial Gas Service pursuant to these Rules and Regulations is available to all Customers who sign a Service Agreement with the Company, demonstrate that they have the ability to tender natural gas to the Receipt Point(s), and have made suitable arrangements for such tendered volumes to be received at the Delivery Point(s) called for in the Service Agreement.

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Term.

Customers of General Gas Service and/or Industrial Gas Service who elect to request transportation only service will be required to execute a written Service Agreement prior to the commencement of any transportation service. Unless otherwise agreed, Service Agreements for transportation service shall provide for a primary term of one (1) year, continuing thereafter on a month to month basis

subject to cancellation by the Company or the Customer on 30 days' written notice or as otherwise agreed by Company.

Types of Transportation Service and Capacity.

The Company shall offer Firm service if the Company using good industry practice believes it has sufficient pipeline capacity available after accounting for the projected demand of the existing Firm service load. The Company shall offer Interruptible service to all General Gas Service Customers and/or Industrial Gas Service Customers who request such service, meet the Rules and Regulations standards and execute a Service Agreement.

Where the Company has agreed to provide a General Gas Service Customers with Firm Transportation Service and/or has agreed to provide an Industrial Gas Service Customer with Firm transportation service, the Service Agreements shall specify the Company's pipeline capacity allocated to and reserved on behalf of the Customer for redelivery of the Customer's supply in terms of the MDQ that can be tendered to the Receipt Point(s) on a daily basis, and the maximum amount which can be transported to a particular Delivery Point. A Customer may have several Delivery Points, but the aggregate of the daily Firm accessible Delivery Points must

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equal or exceed the Receipt Point(s) MDQ, adjusted for Shrinkage.

The Company shall have no obligation to accept any Nomination in excess of the Customer's MDQ. Should the Company have firm capacity available for a month or less it shall post the amount and delivery points on its internet website. Customers may request Short Term Firm Service if such capacity is available in accordance with these Rules and Regulations.

Delivery and Transportation.

The General Gas Service Customer and/or the Industrial Gas Service Customer shall arrange with its gas suppliers to have gas tendered to the Receipt Point(s) for delivery to the Delivery Point(s) in a volume designed to match the Customer's nomination at the Delivery Point(s) plus Shrinkage for each Day in an amount not to exceed the Customer's MDQ. The Company shall then redeliver, on a firm basis, tendered quantities, less the Company's Shrinkage, to the Customer at the Delivery Point(s) as specified in the Customers Service Agreement. Transportation service under the Service Agreement shall be governed by: 1) the Service Agreement; 2) these Rules and Regulations; and 3) the rules and orders of the Commission.

For planning purposes, the Customer shall provide Written Notice, at least three (3) business days prior to the start of each calendar Month, to the Company of the amount of gas it forecasts to transport during the upcoming Month.

The Customer shall submit its Nomination to the Company by no later than 11:30 am Central Clock Time for gas flow the following day. This Nomination should correspond to scheduled deliveries the Customer makes on the upstream

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VI. Rate Schedules, continued

interstate pipeline and to the applicable Delivery Point(s). Should the Customer desire to modify its Nomination either on the current Day or after the Nomination deadline for gas flow the following day, the Company shall make every attempt to accommodate the Customer's request provided the Company can confirm such quantities with the upstream pipeline at the Receipt Point(s) and at the Delivery Point(s).

After the Customer delivers gas or causes gas to be delivered to the Company at the Receipt Point(s) specified in the Service Agreement, the Company shall be deemed to be in control and possession of the gas until thermally equivalent quantities (less Shrinkage) are redelivered to the Customer or for the account of the Customer at the Delivery Point(s). The Customer shall have no responsibility with respect to any gas deliverable by the Company or on account of anything, which may be, done, happen, or arise with respect to such gas until the Company delivers such gas to the Customer or for the account of the Customer. The Company shall have no responsibility with respect to such gas before the Customer delivers or causes such gas to be delivered to the Company or after the Company redelivers such gas to the Customer or for the account of the Customer, or on account of anything which may be done, happen, or arise with respect to such gas before such delivery or after such redelivery.

The Company has the capability of determining in advance if short-term firm capacity will exist on its system for specified future dates, and the technical ability to make short-term arrangements. An existing shipper or a member of the general public may request Short-Term Firm Transport Service. Such service will be available on a non-discriminatory basis. The Company will post its available firm capacity on a daily basis up to one month in advance on its Internet website. The Company will make its short-term firm capacity available at a posted price that **VI. Rate Schedules, continued**

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VI. Rate Schedules, continued

reflects market prices, but does not exceed one and a half times the maximum transportation rate as set forth in this tariff which has been approved by the Commission. To make full use of available short-term firm capacity, the Company may accept less than the posted price to avoid the capacity from otherwise being underutilized. If the short term firm capacity is over subscribed at the posted price, it should be awarded on a pro rata basis.

Existing Customers or those who have pre-qualified must contact Company and place an order for the desired dates and amount of short-term firm capacity desired. If capacity is available, the Company and the Customer will execute a Service Agreement, or, if an existing contract is in place, the Company will confirm the transaction by sending a written confirmation to the Customer.

The Company will continue to offer Interruptible service, which would consist of unutilized capacity after both the season, firm and short-term firm Customers' contract transport has been accommodated.

Shrinkage. Unless otherwise agreed, the General Gas Service Customer and the Industrial Gas Service Customer shall have the right to retain, pursuant to these Rules and Regulations, 100% of the gas delivered to the Receipt Point(s), less the Shrinkage.

Monthly Charges:

Sheet No. ~~30.73~~, Transportation Charge

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10-15%	Fifteen Percent (15%) penalty fee on all Dth cashed-out
>15-%	Twenty Percent (20%) penalty fee on all Dth cashed-out
>20%	Thirty Percent (30%) penalty fee on all Dth cashed out

Title to Gas. Any General Gas Service Customer and any Industrial Gas Service Customer taking transportation only service pursuant to this schedule warrants that it or its gas supplier will have title to the gas delivered to Company free and clear of all claims, liens and encumbrances, and covenants and agrees to indemnify and hold harmless Company from all suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorneys fees, expenses and liabilities arising from or attributable to the adverse claims of any and all other persons or parties to such gas.

Operational Flow Orders. In the event any one of the following occur: 1) any upstream interstate pipeline supplying the Company declares a Force Majeure event or an operational flow order; 2) the Commission or the Governor declare an energy emergency; or 3) if weather and usage conditions create a situation in which the Company reasonably believes that it cannot accommodate an imbalance from the Industrial Gas Service Customer, the Company may issue an Operational Flow Order. During an Operational Flow Order the Customer may only tender and receive those volumes which the Company believes the Customer can actually both tender to the Receipt Point(s) and receive at the

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Delivery Point(s) on a daily basis. The Company will use its best efforts to avoid an Operational Flow Order if reasonably possible, and maintain the Operational Flow Order for as limited a period of time as is reasonably possible.

Quality. The gas made available to Company by the General Gas Service Customer and the Industrial Gas Service Customer for redelivery shall be of quality at least equal to the quality specifications of the upstream pipeline interconnect with the Receipt Point(s). The gas delivered by the Company to the Customer at the Delivery Point(s) shall be odorized with mercaptan, shall be of interstate pipeline quality and shall, at a minimum, be commercially free from oil, water, air, salt, dust, gum, gum-forming constituents, harmful or noxious vapors, or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment at the Delivery Points or downstream of the Delivery Points.

The gas shall not contain in excess of:

Seven (7) pounds of water per million cubic feet of gas;

Four percent (4%) by volume of a combined total to carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed one and twenty-five one hundredths percent (1.25%) by volume;

Twenty five hundredths (0.25) grains of hydrogen sulfide per one hundred (100) feet of gas; and

Ten (10) grains of total sulfur per one hundred (100) cubic feet of gas.

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The gas delivered shall have a Heating Value of not less than 1,000 BTU per standard cubic foot.

Billing.

On or before the tenth (10th) day of each calendar month, the Company shall render to the Industrial Gas Service Customer a statement setting forth the total quantity of gas nominated by the Customer and confirmed by the Company pursuant to these Rules and Regulations during the immediately preceding Month, the billing rate and the amount due.

Termination of Transportation Only Service.

The Company, at its sole election, may terminate or suspend service under this schedule in the event the General Gas Service Customer and the Industrial Gas Service Customer failed to cause its gas supply made available to Company at the Receipt Point(s) to match the gas supply consumed at the Delivery Point(s). The imbalance charges specified herein shall not be construed as Company's exclusive remedy in the event that Customer fails to fulfill its balancing obligations. In addition, nothing herein shall preclude Company from waiving an imbalance rate or charge provided Customer has undertaken reasonable efforts to eliminate the imbalance condition, the frequency and magnitude of the imbalance condition does not, in the Company's judgment, indicate Customer is utilizing the imbalance to obtain an economic advantage related to the cost of natural gas or transportation and ~~related—services~~related services or the imbalance condition does not disadvantage other customers or Company.

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If the Company believes that the General Gas Service Customer and the Industrial Gas Service Customer may be creating imbalances on the Company's system in order to obtain an economic advantage, it will notify the Customer and any involved marketer in writing of such belief and the Customer must respond within five (5) Business days. If, after the Customer responds, the Company concludes that the Customer has engaged in such imbalance activity, the Company may terminate or suspend transportation service.

Any termination of service under the prior two paragraphs will require five (5) Business days written notice to the Customer, after which time period, the Company may terminate service.

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VVI. Rate Schedules, continued

~~3.4.~~ **Transportation Charge:** The rates and charges for transportation services will be established pursuant to ~~the~~any General Gas Service Customer's Service Agreement or Industrial Gas Service Customer's Service Agreement to be submitted to the Commission for approval under Section 4905.31, Revised Code. The maximum transportation rate will not exceed \$1.25 per Dth and the minimum transportation rate will not be lower than the variable cost of service.

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VII. Rate Schedules, continued

5. ~~Commodity Charge: [Reserved]~~ **Gas Cost Recovery (GCR):** To the extent it is required by the Public Utilities Commission of Ohio, the Gas Cost Recovery rate will be applicable to Residential Service and General Service Customers subject to the Gas Cost Recovery (GCR) as determined in accordance with Chapter 4901:1-14, Ohio Administrative Code (GCR Regulations). The GCR does not apply to Industrial Gas Service or Transportation Only Customers. The Gas Cost Recovery Rate and accordingly the total rate per dekatherm or mcf shall be subject to adjustment on a monthly basis.

Gas Cost Recovery (GCR) rates for natural gas consumption:

_____ through _____, 2018 \$ _____ per mcf.

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6. **Gross Receipts Rider:** All General Gas Service and Residential Gas Service bills rendered under this tariff shall be adjusted to include the effect of the Ohio excise tax on gross receipts billings by multiplying the charges by the appropriate factor.

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VI. Rate Schedules, continued

- 4.7. Ohio Mcf Tax Rider: All bills shall be adjusted by the appropriate factor to recover the Ohio Excise Tax.