

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF THE APPLICATION)
OF LUDLOW NATURAL GAS COMPANY,)
LLC FOR AUTHORITY TO OPERATE AS A)
NATURAL GAS COMPANY)
_____)

Docket No. 17-0910-GA-ACE

APPLICATION AND REQUEST FOR EXPEDITED CONSIDERATION

Ludlow Natural Gas Company, LLC (“Ludlow Natural Gas” or “Applicant”), respectfully submits this Application to the Public Utilities Commission of Ohio (“PUCO” or “Commission”) pursuant to Ohio Revised Code Sections (“R.C.”) 4905.02, 4905.03(E) and 4905.63 for authority to operate as a natural gas company in the State of Ohio. Applicant also respectfully requests that the Commission consider this Application on an expedited basis so that customers in Lake, Geauga, Mahoning, Holmes, and Trumbull counties currently being served by Ohio Rural Natural Gas Co-op (“ORNG Co-op”) continue to receive uninterrupted natural gas service. In support of this Application, Ludlow Natural Gas states that:

1. Ludlow Natural Gas is an Ohio limited liability corporation that is registered to do business in Ohio by the Ohio Secretary of State. (*See Exhibit A.*)
2. ORNG Co-op is an Ohio cooperative association that currently provides natural gas distribution service to approximately 100 customers located in Lake, Geauga, Mahoning, Holmes, and Trumbull counties.
3. On February 23, 2017, in PUCO Case No. 16-1578-GA-COI, this Commission issued an Entry ordering that ORNG Co-op cease providing natural gas service to its customers by April 17, 2017.

4. Ludlow Natural Gas was recently formed with the intention that it obtain authority from this Commission to provide natural gas distribution service to ORNG Co-op's customers whose service ORNG Co-op must abandon by April 17, 2017, so that those customers do not experience an interruption in their natural gas service.
5. Subject to Commission approval, Ludlow Natural Gas will enter into an agreement with ORNG Co-op to take control of the entirety of ORNG Co-op's pipeline systems and ancillary facilities, maps of which are attached as Exhibit B hereto. Upon the Commission's approval of this arrangement, Ludlow Natural Gas will assume complete responsibility for providing natural gas service to ORNG Co-op's customers and ORNG Co-op will cease to have any ability to control pipeline facilities or to provide natural gas service.
6. Ludlow Natural Gas has entered into a management services agreement with Utility Technologies International Corporation ("UTI") for UTI to operate and maintain all aspects of ORNG Co-op's legacy pipeline systems and ancillary facilities and any other facilities that Ludlow Natural Gas in the future may acquire to provide safe and reliable service to ORNG Co-op customers that would otherwise be abandoned on April 17, 2017. Under its agreement with Ludlow Natural Gas, UTI will also be responsible for overseeing compliance with all pipeline safety rules and regulations of this Commission (i.e., Ohio Admin. Code § 4901:1-16) and of the U.S. Department of Transportation (i.e., 49 C.F.R. § 40; 49 C.F.R. § 191; 49 C.F.R. § 192; and 49 C.F.R. § 199), including all required pipeline safety reports and recordkeeping.
7. Ludlow Natural Gas will operate ORNG Co-op's legacy systems (through its agreement with UTI) and provide natural gas service to ORNG Co-op's customers until such time as ORNG Co-op's legacy facilities are transferred to a successor to be identified at a later time.

8. Section 4905.03 of the Revised Code states in relevant part that “any person, firm, copartnership, voluntary association, joint-stock association, company, or corporation, wherever organized or incorporated, is . . . (E) A natural gas company, when engaged in the business of supplying natural gas for lighting, power, or heating purposes to consumers within this state.”
9. Ludlow Natural Gas seeks Commission’s authority to operate as a natural gas company because it will be engaged in the business of supplying natural gas for power and heating purposes to residential and commercial consumers within this state.
10. Ludlow Natural Gas has prepared a tariff that codifies the rules and regulations applicable to the natural gas service it intends to provide. (*See Exhibit C.*)
11. Ludlow Natural Gas has the requisite technical, financial and managerial capability needed to operate the pipeline system it is purchasing from ORNG Co-op and provide natural gas service to ORNG Co-op’s customers. Ludlow Natural Gas’s management is experienced in the pipeline and natural gas industries. (*See Exhibit D.*)
12. Ludlow Natural Gas has the requisite financial ability to construct and operate ORNG Co-op’s pipeline system and provide natural gas service to ORNG Co-op’s customers. Ludlow Natural Gas’s consolidated financial information is attached as Exhibit E (filed under seal).
13. In support of this Application, Ludlow Natural Gas provides the Commission with the following exhibits:

Exhibit A: Ludlow Natural Gas’s Ohio Secretary of State Office’s registration;

Exhibit B: Maps of Pipeline Facilities of ORNG Co-op;

Exhibit C: The proposed tariff of Ludlow Natural Gas;

Exhibit D: Summary of technical and managerial background; and

Exhibit E: Consolidated financial information.

Exhibit F: Customer Rights & Obligations Handbook.

14. This Application and its corresponding exhibits demonstrate that Ludlow Natural Gas will furnish the public with adequate natural gas service for a reasonable and just rate. The Applicant has the technical, managerial, and financial resources to furnish natural gas service to the public. Furthermore, Ludlow Natural Gas's proposed tariff is not unjust or unreasonable. Therefore, it is in the public interest that the Commission grant Ludlow Natural Gas authority to operate as a natural gas company.

WHEREFORE, Ludlow Natural Gas respectfully requests that the Commission authorize it to operate as a natural gas company in Ohio, approve its tariff, and grant any other relief that the Commission deems appropriate. In addition, Ludlow Natural Gas respectfully requests an expedited decision on its application given that the Commission has ordered ORNG Co-op to cease providing natural gas service to its customers by April 17, 2017, so that Ludlow Natural Gas can ensure that those customers do not experience an interruption in their natural gas service.

Respectfully submitted:

/s/ Michael D. Dortch

Michael D. Dortch (0043897)

Richard R. Parsons (0082270)

KRAVITZ, BROWN, & DORTCH, LLC

65 East State Street, Suite 200

Columbus, Ohio 43215

Tel: (614) 464-2000

Fax: (614) 464-2002

E-mail: mdortch@kravitzllc.com

Attorneys for Ludlow Natural Gas Company, LLC

EXHIBIT A

(SECRETARY OF STATE REGISTRATION)

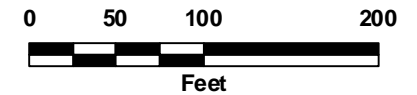
EXHIBIT B

**(MAPS OF PIPELINE SYSTEMS MENTOR NATURAL
GAS, LLC IS PURCHASING FROM OHIO RURAL
NATURAL GAS CO-OP)**

Painesville City
Lake County
Ohio

Ohio Rural Natural Gas
System Name & No.
ORNG T1-001

Lake Geauga
Recovery Center



1 inch = 110 feet



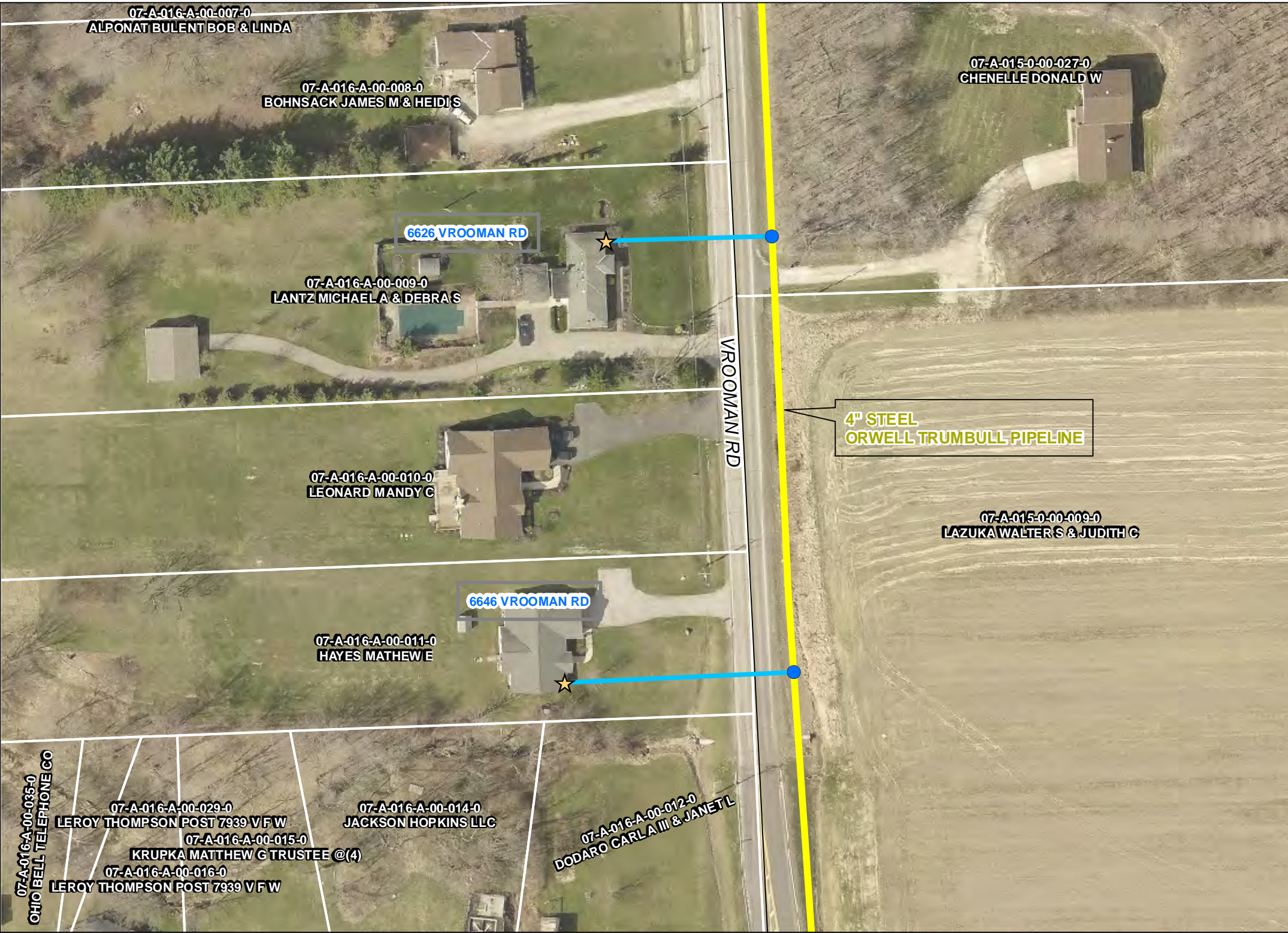
Legend

- ORNG CUSTOMER SERVICE LINE
- ORNG SERVICE LINE
- OHIO RURAL NATURAL GAS MAINLINE
- ORWELL TRUMBULL PIPELINE
- LAKE COUNTY PARCELS

Ohio Rural Natural Service Line Order (SLO)
Datum: NAD83 SPCS Ohio North
Date: 2/5/2016
Pipelines are approximate and NOT for on-site locating.
ALWAYS call 811 before you dig



**800 OAK STREET
LAKE GEAUGA
RECOVERY CENTER**



Leroy Twp.
Lake County
Ohio

Ohio Rural Natural Gas
Customers
6626 Vrooman Rd.
6646 Vrooman Rd.



1 inch = 75 feet



Legend

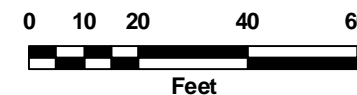
- ORNG CUSTOMER METER
- ORNG TAP
- CUSTOMER SERVICE LINE (Approx.)
- ORWELL TRUMBULL PIPELINE
- LAKE COUNTY PARCELS

Ohio Rural Natural Gas
Datum: NAD83 SPCS Ohio North
Date: 12/1/2016
Pipelines are approximate and NOT for on-site locating.
ALWAYS call 811 before you dig

Concord Twp
Lake County
Ohio

Ohio Rural Natural Gas
System Name & No.
ORNG T1-005

6970 Williams Rd Barn



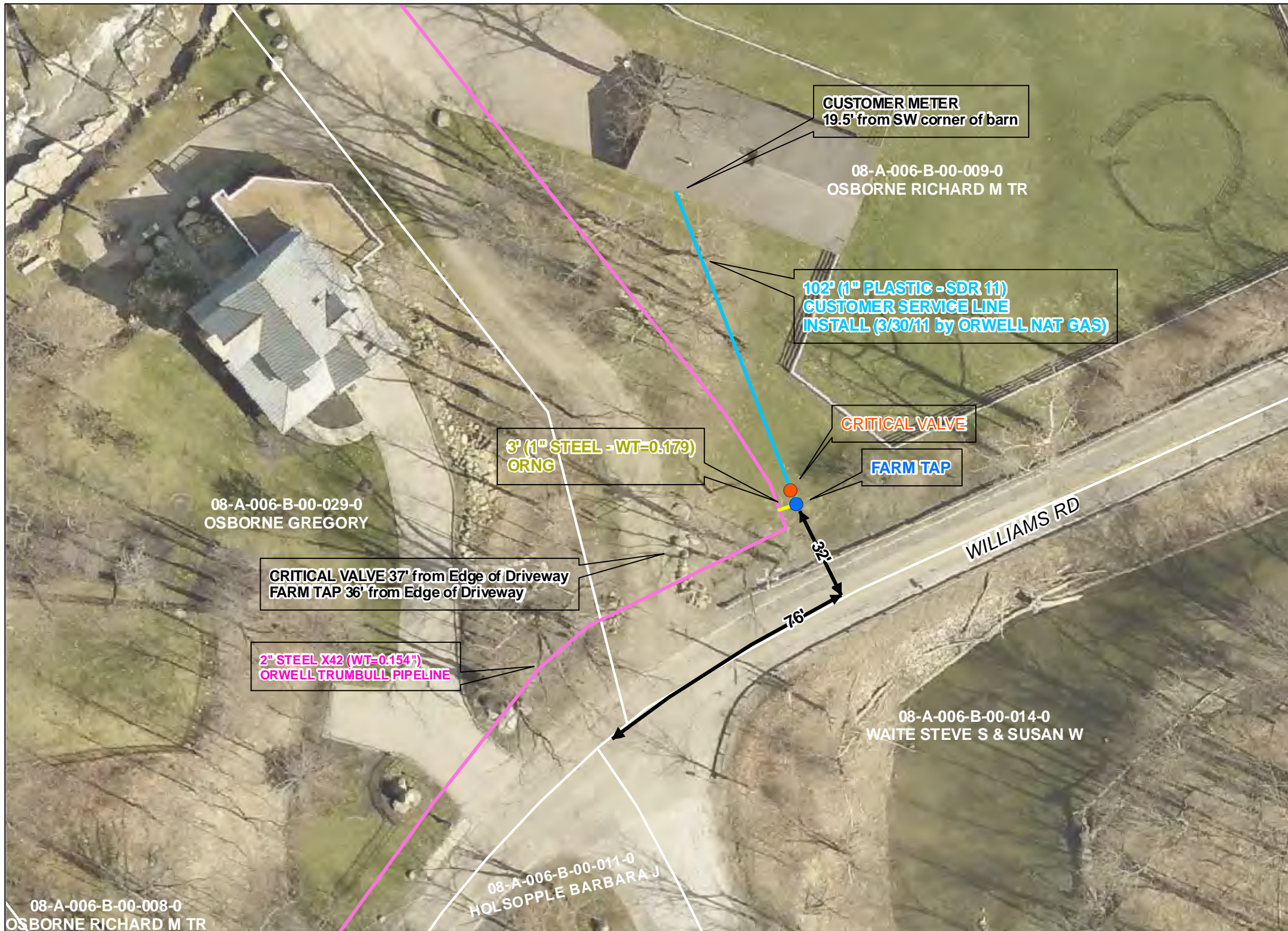
1 inch = 35 feet



Legend

- ORNG CRITICAL VALVE
- ORNG TAP
- ORNG SERVICE LINE
- ORNG CUSTOMER SERVICE LINE
- ORWELL TRUMBULL PIPELINE
- LAKE COUNTY ROADS
- LAKE COUNTY PARCELS

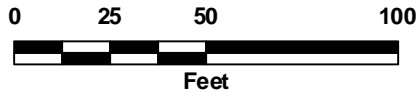
Ohio Rural Natural Gas
Datum: NAD83 SPCS Ohio North
Date: 2/15/2016
Pipelines are approximate and NOT for on-site locating.
ALWAYS call 811 before you dig





Concord Twp
 Lake County
 Ohio

Ohio Rural Natural Gas
 7020 Williams Rd



1 inch = 50 feet



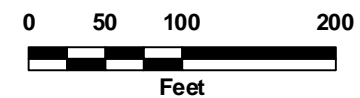
Legend

- ORNG TAP
- ORNG CUSTOMER SERVICE LINE
- ORWELL TRUMBULL PIPELINE
- LAKE COUNTY PARCELS

Ohio Rural Natural Gas
 Datum: NAD83 SPCS Ohio North
 Date: 8/1/2016
 Pipelines are approximate and NOT for on-site locating.
 ALWAYS call 811 before you dig

Mentor
Lake County
Ohio

Ohio Rural Natural Gas
Customers
7750 Plaza Blvd
7621 Mentor Ave



1 inch = 125 feet



Legend

- ORNG CUSTOMER METER
- ORNG TAP
- CUSTOMER SERVICE LINE (Approx.)
- OHIO RURAL MAINLINE (Approx.)
- ORWELL TRUMBULL PIPELINE

Ohio Rural Natural Gas
Datum: NAD83 SPCS Ohio North
Date: 12/1/2016
Pipelines are approximate and NOT for on-site locating.
ALWAYS call 811 before you dig



Concord Twp
Lake County
Ohio

Ohio Rural Natural Gas
System Name & No.
ORNG T1-002

12321 Carter Road



1 inch = 30 feet



Legend

- ORNG CRITICAL VALVE
- ORNG TAP
- ORNG SERVICE LINE
- ORNG CUSTOMER SERVICE LINE
- ORWELL TRUMBULL PIPELINE
- LAKE COUNTY ROADS
- LAKE COUNTY PARCELS

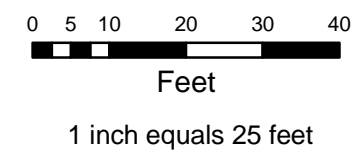
Ohio Rural Natural Gas
Datum: NAD83 SPCS Ohio North
Date: 2/10/2016
Pipelines are approximate and NOT for on-site locating.
ALWAYS call 811 before you dig









Leroy Township
Lake County, Ohio

Ohio Rural
Natural Gas Co-Op
Service Line Order

13164 Leroy Ctr. Rd.



Legend

-  ORNG TAP
-  ORNG SERVICE LINE
-  CUST. SERVICE LINE
-  ORWELL TRUMBULL
-  ROADS
-  LAKE CTY PARCELS

Datum: NAD83 SPCS Ohio North
Date: 8/12/2016
Pipelines are Approximate and NOT for on-site locating. ALWAYS call 811 before you dig.

07-A-015-0-00-010-0
VAN PELT RICHARD OSBORN JR & MARIANN E
13133 LEROY CENTER

LEROY CENTER RD

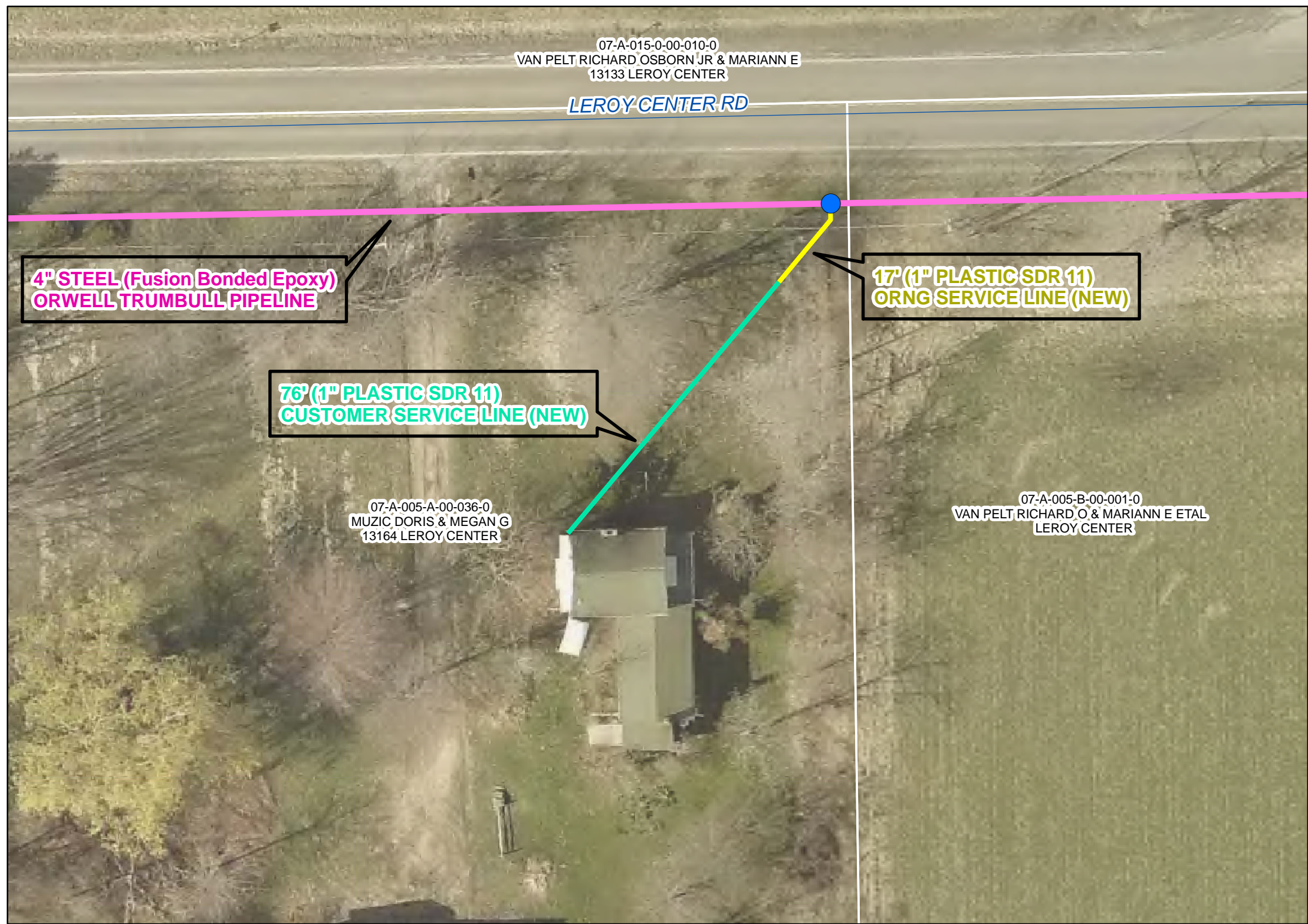
**4" STEEL (Fusion Bonded Epoxy)
ORWELL TRUMBULL PIPELINE**

**17' (1" PLASTIC SDR 11)
ORNG SERVICE LINE (NEW)**

**76' (1" PLASTIC SDR 11)
CUSTOMER SERVICE LINE (NEW)**

07-A-005-A-00-036-0
MUZIC DORIS & MEGAN G
13164 LEROY CENTER

07-A-005-B-00-001-0
VAN PELT RICHARD O & MARIANN E ETAL
LEROY CENTER

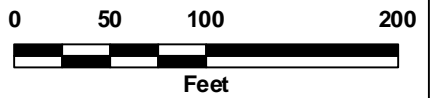




4" STEEL
ORWELL TRUMBULL PIPELINE






Mentor
Lake County
Ohio

Ohio Rural Natural Gas
Customers
East Ave.



1 inch = 100 feet

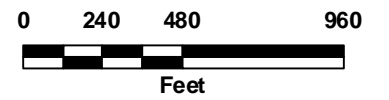


- Legend**
-  ORNG CUSTOMER METER
 -  ORNG TAP
 -  CUSTOMER SERVICE LINE
 -  OHIO RURAL NATURAL GAS MAINLINE
 -  ORWELL TRUMBULL PIPELINE

Ohio Rural Natural Gas
Datum: NAD83 SPCS Ohio North
Date: 12/1/2016
Pipelines are approximate and NOT for on-site locating.
ALWAYS call 811 before you dig

Berlin Twp
Mahoning County
Ohio

Ohio Rural Natural Gas
Ellsworth Rd to
S. Duck Creek Rd



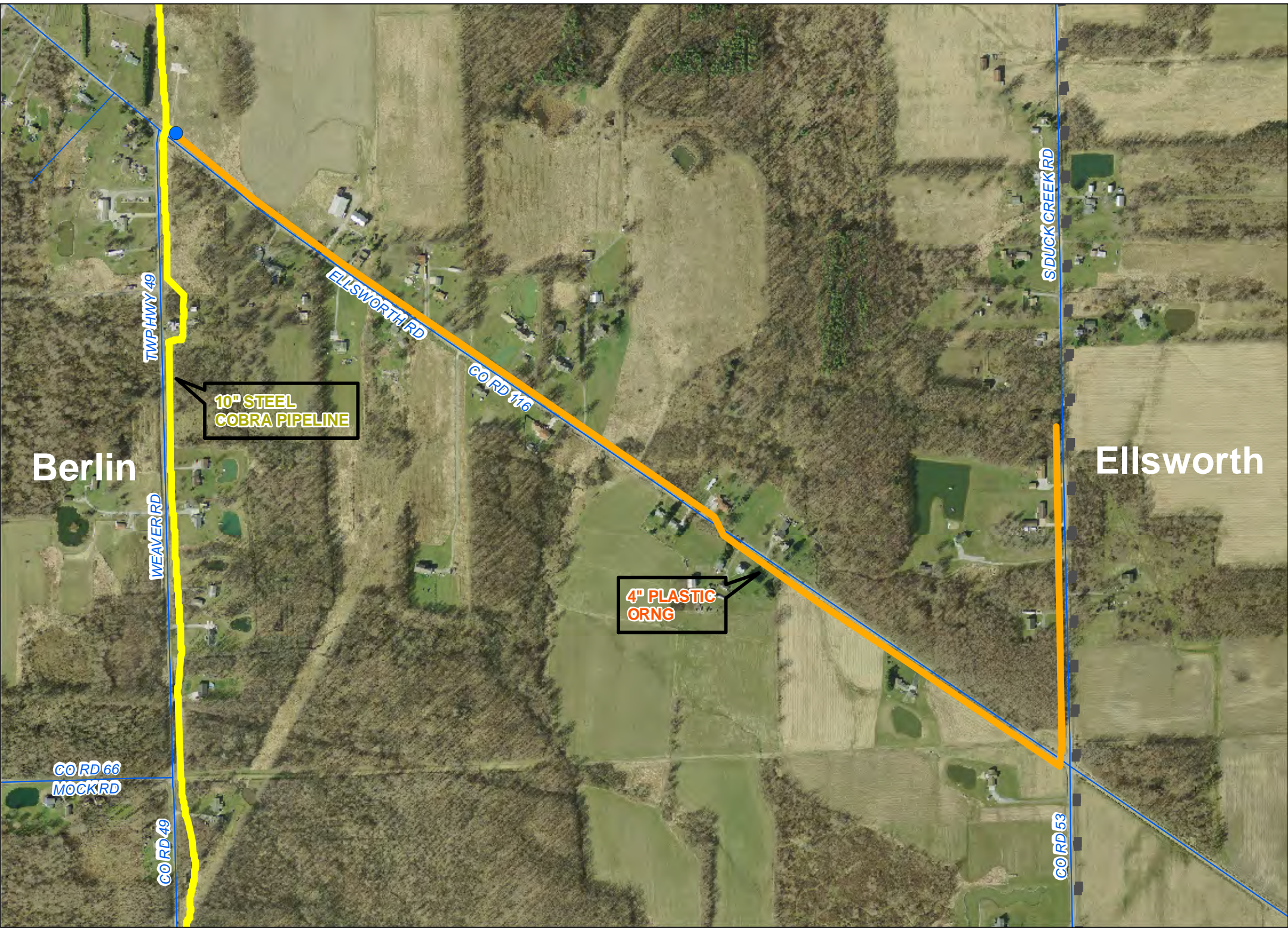
1 inch = 575 feet



Legend

- ORNG TAP
- OHIO RURAL MAINLINE
- COBRA PIPELINE
- OHIO ROADS
- TWP LINE

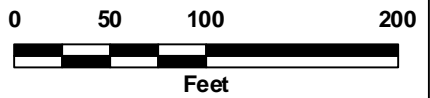
Ohio Rural Natural Gas
Datum: NAD83 SPCS Ohio North
Date: 12/1/2016
Pipelines are approximate and NOT for on-site locating.
ALWAYS call 811 before you dig





Mentor
Lake County
Ohio

Ohio Rural Natural Gas
Fracci Court
Mentor



1 inch = 100 feet



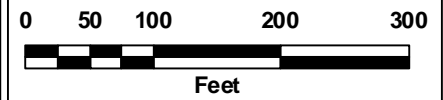
Legend

- ORNG TAP
- OHIO RURAL NATURAL GAS MAINLINE
- ORWELL TRUMBULL PIPELINE

Ohio Rural Natural Gas
Datum: NAD83 SPCS Ohio North
Date: 8/1/2016
Pipelines are approximate and NOT for on-site locating.
ALWAYS call 811 before you dig

Hardy Twp
Holmes County
Ohio






Ohio Rural Natural Gas
Customers
5980 SR 83
5926 SR 83



1 inch = 150 feet

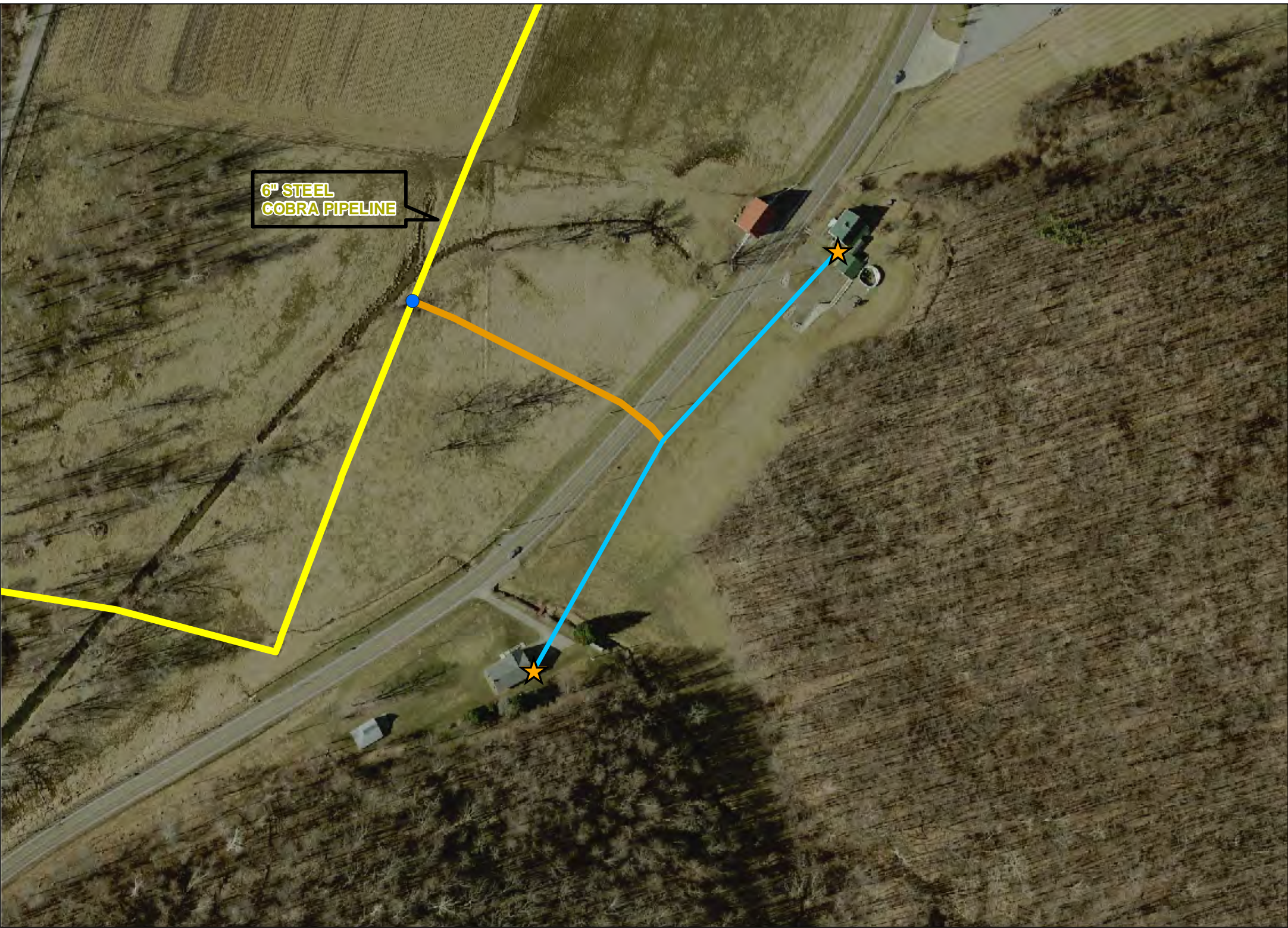


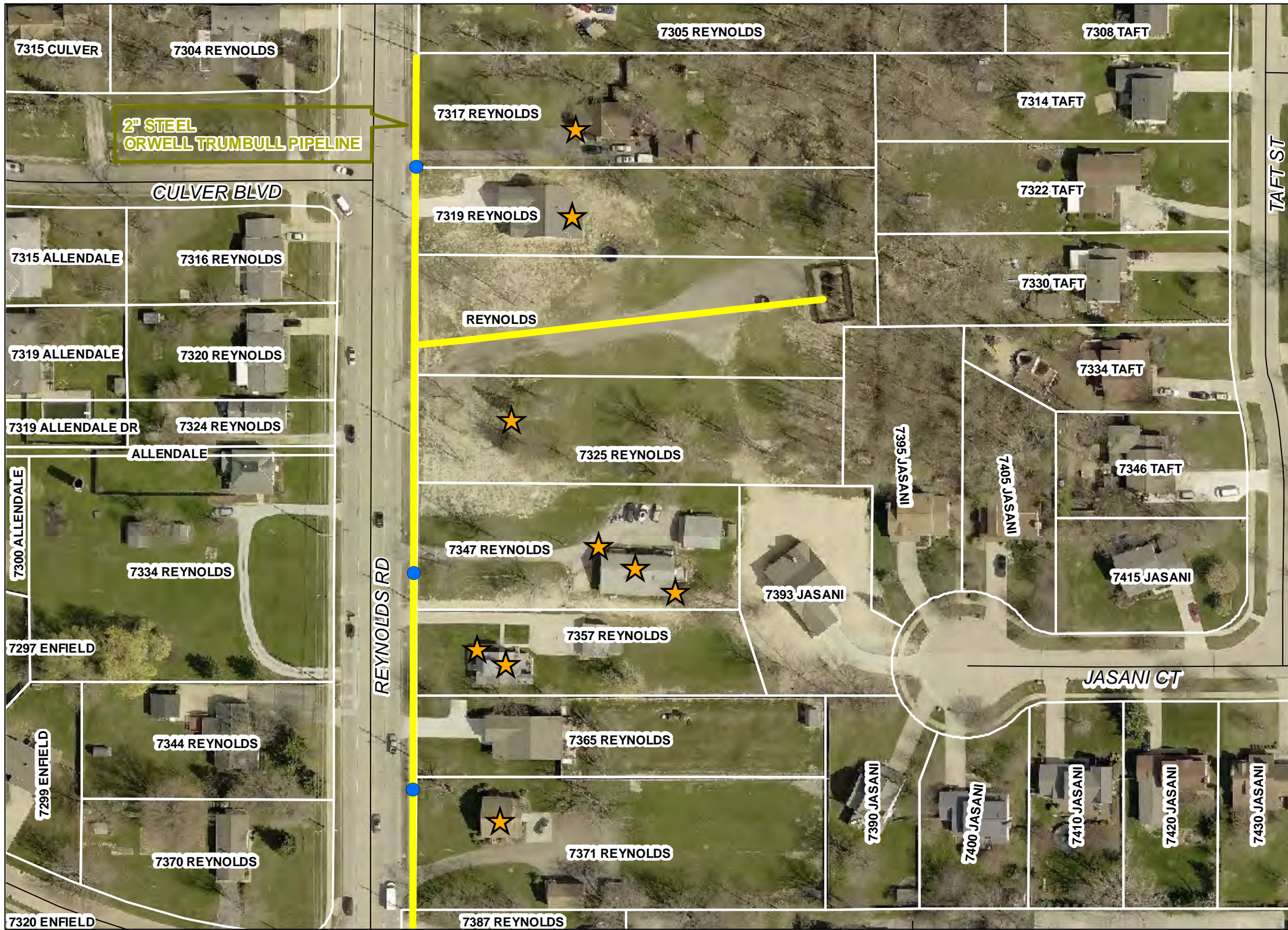
Legend

-  ORNG CUSTOMER METER
-  ORNG TAP
-  CUSTOMER SERVICE LINE (Approx.)
-  OHIO RURAL MAINLINE (Approx.)
-  COBRA PIPELINE

Ohio Rural Natural Gas
Datum: NAD83 SPCS Ohio North
Date: 12/1/2016
Pipelines are approximate and NOT for on-site locating.
ALWAYS call 811 before you dig

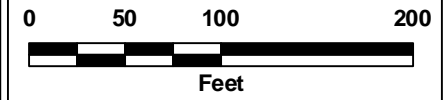
6" STEEL
COBRA PIPELINE





Mentor
Lake County
Ohio







Ohio Rural Natural Gas
Customers
Reynolds Road



1 inch = 100 feet



Legend

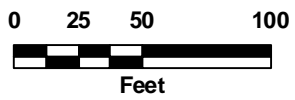
-  ORNG CUSTOMER METER
-  ORNG TAP
-  CUSTOMER SERVICE LINE (Approx.)
-  OHIO RURAL MAINLINE (Approx.)
-  ORWELL TRUMBULL PIPELINE
-  LAKE COUNTY PARCELS

Ohio Rural Natural Gas
Datum: NAD83 SPCS Ohio North
Date: 12/1/2016
Pipelines are approximate and NOT for on-site locating.
ALWAYS call 811 before you dig



Mentor
Lake County
Ohio

Ohio Rural Natural Gas
Sugarbush Drive



1 inch = 75 feet



- Legend**
- ORNG TAP
 - OHIO RURAL NATURAL GAS MAINLINE
 - ORWELL TRUMBULL PIPELINE

Ohio Rural Natural Gas
Datum: NAD83 SPCS Ohio North
Date: 8/1/2016
Pipelines are approximate and NOT for on-site locating.
ALWAYS call 811 before you dig



2" STEEL X42 (WT=0.154")
ORWELL TRUMBULL PIPELINE

8" STEEL
OTP

Chardon Rd

1" PLASTIC
Approximate Location

Auburn Rd

8" STEEL
OTP



Chardon Twp
Geauga County, OH
Ohio Rural Natural Gas
11069 Chardon Rd. (Trout Club)



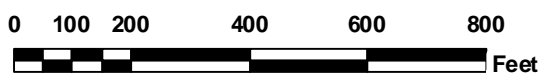
1 inch = 150 feet

- ORNG TAP
- ORNG SERVICE LINE (Approx.)
- ORWELL TRUMBULL PIPELINE
- GEAUGA CTY PARCELS

Date: 8/1/2016 - Datum NAD83 SPCS Ohio North
Pipelines are approximate and NOT for on-site locating.
ALWAYS call 811 before you dig



Chardon Twp
 Geauga County, OH
 Ohio Rural Natural Gas
 Wilder Road Install



1 inch = 325 feet

- ORNG TAP
- ▶ OHIO RURAL NATURAL GAS MAINLINE
- ORWELL TRUMBULL PIPELINE

Datum: NAD83 SPCS OhioNorth
 Date: 8/1/2016
 Pipelines are approximate and NOT for on-site locating.
 ALWAYS call 811 before you dig

EXHIBIT C
(PROPOSED TARIFF)

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

TABLE OF CONTENTS

<u>SECTION</u>	<u>SHEET NO.</u>
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V. <u>General</u>	16

I. **SECTION I – DEFINITIONS**

Issued: _____, 2017

Effective: _____, 2017

Richard M. Osborne, Sr., Managing Member
Ludlow Natural Gas Co., LLC

Issued under the authority of the Public Utilities Commission of Ohio in Case No. 17-____-GA-ACE

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

1. **“Btu”** shall mean the British thermal unit as defined by international standards.
2. **“Company”** shall mean Ludlow Natural Gas Company, LLC, its successors and assigns.
3. **“Customer”** shall mean any individual, governmental or corporate entity taking service hereunder.
4. **“Customer Service Line”** see Section III(K) for definition.
5. **“PUCO” or “Commission”** shall mean the Public Utilities Commission of Ohio or any successor governmental authority.
6. **“Service Agreement”** shall mean the individual contract that each Customer shall enter into with the Company prior to commencement of service.
7. **“Service Line”** see Section III(K) for definition.
8. **“Service Line Connection”** see Section III(K) for definition.
9. **“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 if the Customer has consented to receive notice by email.

II. SECTION II – SERVICE

1. **Availability:** Available 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 natural 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 PUCO and any subsequent revision(s) thereof, and to the lawful orders of regulatory authorities having jurisdiction. The Company shall be the sole judge as to whether it will extend mains and facilities into areas not served.
2. **Initiation and Installation of Service:** Company’s service to Customer shall be initiated and installed in accordance with the Service Agreement between Customer and the Company.

Issued: _____, 2017

Effective: _____, 2017

Richard M. Osborne, Sr., Managing Member
Ludlow Natural Gas Co., LLC

Issued under the authority of the Public Utilities Commission of Ohio in Case No. 17-____-GA-ACE

 RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

Where no installation of gas pipelines is required, the Company will initiate service within three business days after the Company has been notified that the Customer's service location is ready for service and all necessary tariff and regulatory requirements have been met or by the requested installation date when a Customer requests an installation date more than three business days after the Customer's service location is ready for service and all necessary tariff and regulatory requirements have been met.

Where installation of service lines is required, the Company will initiate service within twenty business days after the Company has been notified that the Customer's service location is ready for service and all necessary tariff and regulatory requirements have been met or by the requested installation date when a Customer requests an installation date more than twenty business days after the Customer's service location is ready for service and all necessary tariff and regulatory requirements have been met.

Where 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. If the Company determines to extend the main line, it shall contact the prospective 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. 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.

Prior to initial operation or reestablishing residential or non-residential 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. The pressure testing shall be accomplished consistent with the requirements of Rule 4901:1-13-05(A)(3) of the Ohio Administrative Code.

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 five 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.

3. Scheduled Appointments With Customers. The Company shall provide Customers with an expected Company arrival time window of four hours or less for

 Issued: _____, 2017

Effective: _____, 2017

 Richard M. Osborne, Sr., Managing Member
 Ludlow Natural Gas Co., LLC

Issued under the authority of the Public Utilities Commission of Ohio in Case No. 17-____-GA-ACE

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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 the Customer in advance of the failure to meet the appointment and arrange a new appointment date and time.

- 4. **Turning Gas On.** The Customer, after making proper application for service, shall notify the Company when he or she desires service to be established. In no case shall the Customer or his, her, or its agent turn on the gas at the curb or meter cock.
- 5. **Service not Transferable.** No person may commence the use of gas until after making application. Any successor in interest to a Customer, including without limitation, heirs, executors, administrators, assignees, trustees, guardians, receivers, and conservators, shall be deemed to be a person who must make application for service, provided that successors in interest whose rights arise from death or incompetence of the Customer shall have thirty days in which to make application.
- 6. **Continuity of Service.** 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 plant, transmission or distribution systems or other property.

- 7. **Character of Service.** The Company's supply of natural gas is received principally from local Ohio gas wells. Thus, the heating value and specific gravity of gases received may vary between delivery points from day to day. These variations are beyond the control of the Company, which can only dispatch the gases received.
- 8. **Service Not to Be Disturbed.** No Customer shall attach or use any appliance which may result in the injection of air, water, or other foreign matter into the Company's

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lines; and, without prior approval from the Company, no Customer shall attach or use any appliance which will increase or decrease the pressure in the Company's lines intermittently to such extent as to interfere with continuous service to other Customers.

- 9. No Customer Shall Sell to Another.** The 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.
- 10. Access to Premises.** The Company and its authorized employees shall have access at all reasonable times to its 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 or herself, provide company photo and state the reasons for visit.
- 11. Customer's Responsibility.** Customer assumes all responsibility for property owned by the Customer on Customer's side of the point of delivery, which will be the outlet side of the service line connection at the Company's line, 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 point of delivery.
- 12. Right-of-Way and Line.** Customer, without reimbursement, will make or procure conveyance to Company of right-of-way and installed lines satisfactory to it across property between Company's lines and Customer's property at the location where service is to be furnished, including property owned or controlled by Customer for Company's distribution mains, extensions thereof, or appurtenances necessary for or incidental to the supplying of service to Customer.
- 13. Charges and Payment for Temporary Service.** In addition to regular payments for gas used, the Customer shall pay the cost for all material, labor, and other necessary expense incurred by the Company in supplying gas service to the Customer at his request for any temporary purpose or use.
- 14. Customer Indebted to Company.** Subject to the requirements of Chapter 4901:1-17 of the Ohio Administrative Code, service will not be supplied to any premises if at the time of application for service the applicant is indebted to Company for any service previously supplied at the same or other premises, until payment of such indebtedness or other arrangement satisfactory to the Company shall have been made.

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15. Customer Shall Satisfactorily Secure Account. Subject to the requirements of Section 4933.17 of the Ohio Revised Code, and Chapter 4901:1-17 of the Ohio Administrative Code, the Company may require a Customer to satisfactorily secure an account unless other arrangements are made. A deposit in the amount of one-twelfth of the estimated charges for regulated service(s) for the ensuing twelve months plus thirty per cent of the monthly estimated charge may be required. This deposit will be requested at commencement of service. The deposit will then be applied as a credit to bills issued after six consecutive payments.

With respect to small commercial Customers, the Company shall establish equitable and non-discriminatory written procedures to determine creditworthiness. Upon request, the Company shall provide small commercial Customers with their credit history with the Company, a copy of Rule 4901:1-13-08 of the Ohio Administrative Code, the Commission's website, and local, toll-free and TDD/TTY numbers of the Commission's consumer hotline. The Company may require a cash deposit of a small commercial Customer. If so, it shall give the reason for its decision, options available to establish credit, and may allow the Customer to contest the Company's decision and show creditworthiness, raise concerns with the Commission and its staff, and shall provide the Customer with the Commission's website and local toll-free and TDD/TTY number of the Commission's call center. Upon acceptance of the 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.

16. 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) After reasonable notice, preventing the Company from calibrating, maintaining, or replacing the Company's meter, metering equipment, or other Company property used to supply service.
- 2) Preventing the Company from reading the meter for a year or more;
- 3) Non-payment of bills for natural gas service when due;
- 4) Failure to furnish or maintain required security;
- 5) Non-use of gas service;
- 6) Theft of service, tampering of property, or fraudulent representation or practice;
- 7) Whenever deemed necessary by the Company for safety reasons;

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- 8) Violation of any of any Service Agreement, or the General Terms and Conditions applicable to any such agreement;
- 9) Customer request;
- 10) Customer moves from the service location;
- 11) When a safety hazard or emergency may threaten the health and safety of others or other property;
- 12) When the use of gas adversely affects the service of others;
- 13) Violation of law;
- 14) Failure to comply with a contract or tariff; or
- 15) When providing service is in conflict or incompatible with any order of the Commission, court of law, laws of the state of Ohio or any political subdivision thereof, or of the federal government or any of its agencies.

For residential Customers, such rights shall be subject to the requirements of Chapter 4901:1-18 of the Ohio Administrative Code. For small commercial Customers, such right shall be subject to the requirements of Rule 4901:1-13-08(C) of the Ohio Administrative Code.

Before disconnecting small commercial Customers, the Company shall give the small commercial Customer written notice, not less than 5 business days after the postmark date, before service is disconnected in accordance with the provisions of Rule 4901:1-13-08(D) of the Ohio Administrative Code.

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

17. Change of Address of Customer. When Customer changes his address he should give oral notice, followed within three (3) days by written notice, thereof to Company prior to the date of change. Customer is responsible for all service supplied to the vacated premises until such notice has been received and Company has had a reasonable time, but not less than three (3) days to discontinue service.

18. Information Relative to Service. Information relative to the service that will be supplied at a given location should be obtained from Company. Information given orally or over the telephone shall be subject to confirmation by these Rules and Regulations and the written communications of the company.

19. Reconnection of Service. Unless a small commercial 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

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disconnected and receives any deposit required and any tariffed 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. Before a small commercial Customer is reconnected, the Company may not require such Customer to pay any amount owed but not yet past due or require such Customer to pay any amount owed or overdue on other small commercial accounts where the Customer has multiple small commercial accounts.

20. Complaints and Complaint Handling Procedures. 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/consumer and to the Commission Staff. If the investigation is not completed within ten days, the Company shall provide status reports to update the Customer/consumer or update the Customer/consumer and Commission Staff when investigating a complaint at five business day intervals. The Company shall inform the Customer/consumer and 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/consumer disputes the Company's report, the Company shall inform the Customer/customer that the Commission Staff is available to mediate complaints and the Company will provide contact information.

III. SECTION III – METERING, BILLING, AND SERVICE LINES

1. **Quantity of Gas Delivered by Meter.** Gas will be measured by a volumetric or thermal meter installed by the Company, which shall be and remain the property of the Company. 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 Customer.
2. **Unit of Measurement.** The unit of measurement shall be either 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,

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temperature, and specific gravity and deviation from Boyle's law, shall be applied; or one million Btu of heat as determined by an accurate device.

3. **Non-metered Service.** Without prejudice to its providing metered service, where warranted, the Company may provide gas light service on a non-metered basis, using for billing purposes the approximate average consumption of such appliance at the Company's current applicable rate.

4. **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. If the Company fails to read a residential or small commercial Customer's meter for any reason for any twelve month period and the Company has underestimated the Customer's usage, the Company may only bill the Customer for the difference between the estimated usage and actual usage under the terms of Section 4933.28, Revised Code, based upon the appropriate rates in effect at the time the natural gas was used. If the Company fails to read a residential or small commercial Customer's meter for any twelve month period and the Company has overestimated the Customer's usage, the Company shall credit such Customer for the overestimated usage at the appropriate rate in effect at the time the natural gas was used.

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. The Customer also has the ability to obtain a meter read prior to transferring service to a new retail natural gas supplier or governmental aggregator. 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. In a landlord/tenant relationship where neither the Company nor the Customer/tenant has access to the meter, the Company shall give notice by mail to both the landlord, when the address is available, and the tenant summarizing its inability to obtain access to the meter.

5. **Correct Meter.** A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly. A meter registering incorrectly shall be repaired or replaced by the Company at its expense.

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- 6. **Incorrect Meter Readings.** During any period that incorrect registration can be established, the meter readings and bills based thereon shall be adjusted by the Company on the basis of all available information concerning the use of gas by the Customer. If, as a result of such adjustment, overpayments or underpayments are shown to have occurred, the Company shall reimburse the Customer in the amount of such overpayment; and, subject to the requirements of Section 4933.28 of the Ohio Revised Code, the Customer shall pay the Company the amount of such underpayments. The Company shall continue to supply gas to the Customer, and the Customer shall continue to pay the amounts billed pending the adjustment.

- 7. **Meter Test.** Metering accuracy shall be the responsibility of the Company. Upon request by a Customer, the Company shall test its meter to verify its compliance with Section 4933.09, Revised Code, within thirty business days after the date of the request. The Customer or the Customer's representative may be present when the meter test is performed at the Customer's request. A written explanation of the test results shall be provided to the Customer within ten business days of the completed test. The Company shall notify the Customer of applicable charges prior to the test. If the accuracy of the meter is found to be no greater than plus or minus three percent, then the Customer shall pay the fee and the costs of testing and removing the meter. If the accuracy of the meter is found to be greater than plus or minus three percent, the Company shall not charge a fee or recover any testing expenses from the Customer, shall provide a properly functioning meter without charge to the Customer, and to pay or credit any overpayment to the Customer if the meter was running fast. The rates in effect during the period the meter was running fast shall be used as a basis for computing the overcharge. Further, if the Company and Customer cannot reasonably establish the approximate period of meter inaccuracy, it will be determined to be the most recent twelve months or the period since the date of the most recent meter test performed, 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. during the period the meter was running fast shall be used as a basis for computing the overcharge. Further, if the Company and Customer cannot reasonably establish the approximate period of meter inaccuracy, it will be determined to be the most recent twelve months or the period since the date of the most recent meter test performed, 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.

- 8. **Billing Periods.** Bills ordinarily are rendered regularly at monthly intervals. Nonreceipt of bills by Customer does not release or diminish the obligation of Customer with respect to payment thereof.

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Bills shall contain the information required by Rule 4901:1-13-11 of the Ohio Administrative Code. Meters are ordinarily read at monthly intervals but may be read more or less frequently at Company's option.

- 9. Payment of Bills.** Payments are due 14 days after the issue date. Bills shall be paid by the Customer at any office of the Company during its regular office hours. Payment may also be made by U.S. Mail or by express delivery service. The Company shall use the date of mailing as indicated by the cancellation date for U.S. Mail or by the tracking record of the express service as the date of payment. Upon request, the Company will provide an updated list of ways to pay bills. Partial payments will be applied to past due charges first, then applied to current charges next.
- 10. Removal by, and Change in Financial Status of Customer.** If an account is past due and a customer has received a disconnect notice, gas will be disconnected if payment is not received or payment arrangements have not been made to avoid disconnection by the date on the disconnect notice. The Company will comply with all noticing and termination procedures of Chapters 4901:1-18 and 4901:1-13 of the Ohio Administrative Code as they apply to terminating residential and small commercial customers' service, respectively.
- 11. Service Lines:** The general term “**Service Line**” is used to designate the complete line or connection between the Company’s line and the Customer’s location, up to and including the meter connection at Customer’s location. It consists of two distinct parts, 1) the “**Service Line Connection,**” and 2) the “**Customer Service Line.**”
- 1) **Service Line Connection:** The service line connection consists of the connection (tap) at the main, necessary pipe and appurtenances to extend to the customer's property line or the curb cock location curb cock (shut-off valve) and curb box. This connection shall be installed by the Company or its representative. The Company will furnish each customer with a meter and regulator of such size and type as the Company may determine which will adequately service the customer’s requirements. The meter, regulator and connection, shall be the property of the Company and will be maintained by the Company. The Company shall have control of, and access to, said meter at all times and shall have the right to replace the meter at its expense, as the Company may deem necessary.
 - 2) **Customer Service Line:** The Customer service line consists of the pipe from the service line connection to and including the meter connection.

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New installation of the Customer service line shall be at the Customer's expense, and any part of it not contained within the Customer's property at the location where service is to be furnished shall be conveyed to the Company and remain the property of the Company. The Company shall have the right to prescribe the specifications, size, location and termination points of the Customer service line. The Customer shall be responsible at all times for the safekeeping, maintenance and repair of Customer service line installed on Customer's premises. The Company will periodically inspect the Customer service line for leakage and corrosion. If our inspection detects a problem in any portion of the Customer service line, we may interrupt your service until repairs have been made. Ownership of each Customer service line will continue to remain with the Customer until such time as a repair or replacement of these facilities is required. At that point, any investment made by the Company in the repair or replacement of the facilities will be the property of the Company.

12. Pressure Regulators. Where service is provided from high pressure lines, the Company shall furnish the necessary pressure regulator or regulators, which regulator or regulators shall remain the property of the Company. The Customer shall install and maintain, at his expense, substantial housing acceptable to the Company in size and design for the regulator or regulators and the meter 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.

13. Meter Furnished. The Company will furnish each 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 meter shall remain property of the Company.

14. Meter Location. The Company shall determine the location of the meter, which shall ordinarily be 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.

15. Only Company Can Connect Meter. The owner or Customer shall not permit anyone who is not an authorized agent of the Company to correct or disconnect the

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Company's meters, regulators or gauges or in any way alter or interfere with the Company's meter, regulators or gauges.

- 16. Customer Piping.** The Customer shall install, own and maintain, at the Customer's expense, the Customer piping from the outlet of the meter to gas burning equipment.
- 17. Appliances.** The Customer shall install and maintain all gas burning equipment at the Customer's expense.
- 18. Standards for Customer's Property.** The Customer's 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.

The first inspection or test at any premises, including both service lines and Customer piping, shall be without charge. 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 additional inspection and test, when required after correction, shall be subject to a charge covering the cost thereof.

- 19. Discontinuance of Supply on Notice of Defect in Customer's Property.** If the Customer's 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 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.
- 20. 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's 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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21. Inspection of Altered Piping. It shall be the duty of the Customer to notify the Company promptly of any additions, changes, alterations, remodeling or reconstruction affecting gas piping on the Customer's premises.

IV. SECTION V – FULL GAS SERVICE RATES

1. Description of Service. Full gas service is the provision of gas supply, transmission and distribution to Customers, applicable for gas service from existing distribution lines of Company having sufficient capacity to Customers at one location who will guarantee payment of the minimum monthly charge for a term of twelve consecutive months. Company shall have the right to curtail deliveries of gas hereunder whenever and to the extent necessary in its sole judgment for the protection of service to its human needs Customers. Company shall not be required to furnish gas service hereunder to any Customer or applicant except by written application for gas service by Customer to Company.

2. Rate. The rates to be charged for full gas service specified above will be as follows:

- 1) **Gas cost component.** The rate charged for gas supply is \$4.43/MCF, subject to quarterly adjustment in accordance with the Gas Cost Recovery Rate (Chapter 4901:1-14 of the Ohio Administrative Code).
- 2) **Transmission.** The rate charged for natural gas transmission service is \$1.46/MCF.
- 3) **Distribution.** The rate charged for gas distribution service is \$3.10/MCF
- 4) **Fixed monthly delivery charge.** The fixed monthly delivery charge is \$9.00 per month, per meter, regardless of gas usage.

The charges listed above do not include applicable tax riders, described below.

3. Gross Receipts Tax Rider. In addition to all other rates and charges, amounts billed by the Company shall be subject to a rider at the Company's effective gross tax rate to provide for the recovery of the Company's gross tax receipts tax liability under Section 5727.25, Revised Code. The Gross Receipts Tax Rider is applicable to all charges billed by the Company, including miscellaneous charges and all applicable rider rates, except that this rider shall not be billed to those Customers statutorily exempted from the payment of gross receipts taxes.

All bills rendered shall be adjusted to include the effect of the Ohio excise tax on gross receipts billings at a rate of 4.9252 percent.

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- 4. **MCF Excise Tax Rider.** In addition to all other rates and charges, all gas consumed shall be subject to an MCF tax rider to provide for the recovery of the Company's excise tax liability under Section 5727.811, Revised Code. A rate of \$.1593 per MCF will be applied to the first 100 MCF per month. A rate of \$.0877 per MCF will be applied for the next 1,900 MCF per month. A rate of \$.0411 will be applied for all gas consumed above 2,000 MCF per month.
- 5. **Additional terms and Conditions.** Full gas service is subject to Rules, Regulations and Rates filed by the Company with the PUCO and any subsequent revisions thereto, and to the lawful orders of regulatory authorities having jurisdiction.
- 6. **Late Payment Charge.** If a payment of a bill due is not received by the Company offices or by the Company's authorized agent on or before the specified payment date, an additional amount of 1.5% (one and one-half percent) of the unpaid balance on the subsequent bill will become due and payable as part of the customer's total obligation. This provision is not applicable to unpaid account balances of customers enrolled in payment plans pursuant to Section 4901:1-18-05, Ohio Administrative Code.
- 7. **Returned Check Charge.** When the customer's financial institution returns a customer's check for insufficient funds, the Company shall assess a returned check charge of \$30.00. However, the charge will not be assessed if the customer establishes that the cause of the dishonored check was the result of a bank error.
- 8. **Field Collection Charge.** Where a Company employee is dispatched to a customer's premises to disconnect service for non-payment, the customer may avoid disconnection by paying the full amount owed to the field employee. However, the Company may assess a \$25.00 field collection charge for accepting such payment. This charge may be assessed either at the time the delinquent amount is collected or on a subsequent bill.
- 9. **New Service Tap Charge.** Applicants applying for a new tap on the Company's system for single family residences and for multi-family and commercial premises shall be assessed a service tap charge of the actual cost associated with installing new service taps.
- 10. **Reconnection Charge.** Where the Company has actually disconnected service to a customer premises, the Company may assess and collect a reconnection charge of \$52.00 as a condition for reconnecting service to said premises, regardless of the length of time the service was disconnected and regardless whether the disconnection was voluntary or involuntary. If service was disconnected as a result

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of unauthorized or fraudulent use by the customer, the Company may, in addition to the \$52.00 reconnection charge, also impose a charge to recover any actual expense incurred by the Company as a result of such unauthorized or fraudulent use, including an estimate of the cost of gas improperly used, prior to restoring service to said customer.

V. **SECTION IV – GENERAL**

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 PUCO under its powers.
2. **Amendments.** The Company reserves the right to modify, alter or amend the foregoing Rules and Regulations and to make such further and other rule and regulations as experience may suggest as the Company may deem necessary or convenient in the conduct of its business, and as the PUCO may approve.
3. **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.
4. **Records and Accounts.** The Company shall maintain and retain records consistent with Rules 4901:1-13-03 and Appendix A to Rule 4901:1-9-06 of the Ohio Administrative Code. The Company shall keep its books and accounts and records in accordance with the Uniform System of Accounts as required by the PUCO pursuant to Rule 4901:1-13-13 of the Ohio Administrative Code.
5. **Customer Rights and Obligations Handbook.** The Company shall maintain and make available a copy of a handbook describing Customer rights and obligations under Chapter 4901:1-14 of the Ohio Administrative Code. A copy of the Handbook shall be provided to Customers when establishing new service and to existing Customers when requested.

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EXHIBIT D

**(SUMMARY OF TECHNICAL
AND MANAGERIAL BACKGROUND)**

**SYSTEM OPERATION & MAINTENANCE AND REGULATORY COMPLIANCE:
UTILITY TECHNOLOGIES INTERNATIONAL CORPORATION**

Utility Technologies International Corporation (“UTI”) is an Ohio company established in 1992 to provide management, engineering, design, construction, operations, maintenance and training services to the natural gas industry. UTI was founded on the principle of providing customers with an array of services within the natural gas industry that can safely and economically meet all federal and state gas pipeline safety regulations. UTI has been providing Integrity Management Program (IMP) services for gas transmission pipelines since the enactment of the natural gas IMP rule in 2004. UTI has provided IMP plans and on-going field evaluations involving hundreds of miles of pipeline in Ohio and surrounding states. UTI provides these services to a number of gas pipeline operators and continues to work with those companies as the regulatory and cyclical IMP evaluation requirements have matured.

UTI will be responsible for operating, maintaining all aspects of Mentor Natural Gas’s pipeline facilities and overseeing all regulatory compliance matters, including but not limited to: pipeline and ancillary facilities inspections, pipeline and ancillary facilities maintenance, operator qualifications, public awareness programs, PUCO reports, and emergency programming and response.

**MANAGING MEMBER:
RICHARD M. OSBORNE, SR.**

Mr. Richard M. Osborne, Sr. is Ludlow Natural Gas Company, LLC’s managing member. Mr. Osborne served as a Director at Gas Natural Inc. from December 2003 until July 30, 2014. Gas Natural Inc. is a publically traded company that owns a number of public utilities. Mr. Osborne was Gas Natural Inc.’s Chairman from November 2005 to May 1, 2014, and its Chief Executive Officer of Gas Natural Inc., from November 2007 to May 1, 2014.

In addition, Mr. Osborne founded OsAir Inc., an industrial gasses company, in 1963 and serves as its President and Chief Executive Officer. He has also served as the Chairman of Pacific Gateway Properties Inc., GLB BanCorp., Inc. and Corning Natural Gas Corp., and as a director of Ceres Group Inc., TIS Mortgage Investment Company, Central Reserve Life Corporation, PVF Capital Corp., Park View Federal Savings Bank, Centrics Holdings Corporation (formerly, Numed Home Health Care Inc.).

Mr. Osborne has been the sole manager of Turkey Vulture Fund XIII, Ltd. and the Trustee of Meridian Point Realty Trust 83 and USP Real Estate Investment Trust. Mr. Osborne is an active investor in numerous other companies, including real estate investment trusts, an energy company, a convenience store chain and franchisor, an insurance firm and, from time to time, small and mid-sized bank and thrift institutions in Ohio and elsewhere. Mr. Osborne is a Member of the Independent Oxygen Manufacturers Association and the National Welders' Supply Association.

EXHIBIT E

(CONSOLIDATED FINANCIAL INFORMATION)

This Exhibit contains confidential and proprietary information and is being submitted under seal.

EXHIBIT F

(CUSTOMER INFORMATION HANDBOOK)

As required by Ohio Admin. Code § 4901:1-13-06

CUSTOMER RIGHTS & OBLIGATIONS
HANDBOOK

LUDLOW NATURAL GAS
COMPANY, LLC

7001 CENTER STREET
MENTOR, OHIO 44060

**Requirements of Company Personnel on
Customer Premises**

Any Ludlow Natural Gas Company, LLC (the "Company") employee or agent seeking access to the customer's or landlord's premises shall, upon request, identify himself/herself, provide company photo identification and state the reason for the visit.

Privacy Rights

The Company shall only disclose a customer's account number with the customer's written consent for natural gas service credit evaluation, collection and/or credit reporting or pursuant to court order or subpoena.

The Company shall only disclose a customer's social security number with the customer's written consent for natural gas service credit evaluation, collections, and/or credit reporting or as ordered by the Public Utilities Commission of Ohio, other governmental agency, or pursuant to court order or subpoena.

APPLICATION FOR SERVICE

If you're moving into a service area of Ludlow Natural Gas Company, LLC ("Ludlow Natural Gas" or "Company") and would like natural gas service in your name, call us at 1-440-255-5198 or toll-free at 1-866-797-6016 at least 3 business days before you'd like for your service to begin. We will strive to complete installation within 3 business days if no new pipeline installation is required.

If the name of the person applying for service is different from the name to be billed for the services, we might require the applicant to provide copies of identification. If you were formerly our customer and you owe an outstanding bill from your previous account, you must pay the bill or make payment arrangements before new service can be established.

Installation of New Service Lines

If your request for new service requires installation of a service line, we will strive to begin service within 20 business days of the request or by the requested installation date, if later.

If your request requires extending the main line, we will contact you within 30 days of your request with an estimate of the cost of the extension and the amount of the deposit, if any is required. We'll also provide an estimated date for completion of the main line extension.

Creditworthiness

Ludlow Natural Gas utilizes a credit check as the first criterion to determine your creditworthiness. If the results of the credit check, at the time of the application, do not establish your creditworthiness or you do not want to provide your social security number, you may demonstrate your creditworthiness by paying the security deposit (1/12 of the annual usage plus 30%) or by:

1. Providing documentation that you are the owner of the premises to be served or of other real estate within the territory served by Ludlow Natural Gas and have demonstrated financial responsibility with regards to ownership of the property (e.g. good credit history with mortgage company, clear deed to property, etc.).
2. Providing a letter of credit from the same class and a similar type of utility service (you must have had service with them within the past 24 months). The letter needs to indicate that you have not received two consecutive past due bills or have not been turned off for non-payment within the past 12-month service period.
3. Providing a creditworthy guarantor to secure payment of bills in an amount sufficient for a sixty-day supply for the service requested. The guarantor must be a customer of Ludlow Natural Gas and have already established a good payment history with us.

Security Deposit

The procedures for charging a security deposit are administered in a nondiscriminatory manner, without regard to race, color, religion, gender, national origin, age, handicap, disability collective or credit reputation of the area in which you live. The deposit is security that the final bill will be paid and cannot be used to pay current or delinquent bills. The deposit will be applied to your account after you establish a good payment history for 12 months or when your service is turned off and a final bill is sent to you. Interest will be applied to your security deposit after six months. The interest rate is set by the Ohio Administrative Code, Chapter 4901:1-17.

The establishment of credit, deposits and refunds of deposits for Small Commercial Customers are subject to the requirements of PUCO Rule 4901:1-13-08 (A) and (B). Residential Customers are subject to the requirement of PUCO Rule 4901:1-17-03 to 4901:1-17-06.

OWNERSHIP AND RESPONSIBILITIES REGARDING SERVICE LINES

The general term "service line" is commonly used to designate the complete connection and line from the Company's distribution main up to and including the meter connection. It consists of two distinct parts: 1) the service line connection, and 2) the Customer service line.

Service Line Connection

The service line connection consists of the connection (tap) at the main, necessary pipe and appurtenances to extend to the customer's property line or the curb cock location, curb cock (shut-off valve) and curb box. There is a Tap Fee paid prior to being connected to our system. Please call our office for details. This connection shall be installed by the Company or its representative. The Company will furnish each customer with a meter and regulator of such size and type as the Company may determine which will adequately service the customer's requirements. The meter, regulator and connection, shall be the property of the Company and will be maintained by the Company. The Company shall have control of, and access to, said meter at all times and shall have the right to replace the meter at its expense, as the Company may deem necessary.

Customer Service Line

The Customer service line consists of the pipe from the service line connection to and including the meter connection. New installation of the Customer service line shall be at the Customer's expense, and any part of it not contained within the Customer's property at the location where service is to be furnished shall be conveyed to the Company and remain the property of the Company. The Company shall have the right to prescribe the specifications, size, location and termination points of the Customer service line. The Customer shall be responsible at all times for the safekeeping, maintenance and repair of Customer service line installed on Customer's premises. The Company will periodically inspect the Customer service line for leakage and corrosion. If our inspection detects a problem in any portion of the Customer service line, we may interrupt your service until repairs have been made. Plumbers and heating contractors can assist in locating, inspecting, and repairing the customer's service line if they are operator qualified according to U.S. Department of Transportation guidelines.

It is important to the Company that its Customers recognize the necessity of maintaining the safe operation of customer service lines. The Public Utilities Commission of Ohio ("PUCO" or "Commission") requires the Company to provide information to its customers as to the proper care and maintenance of customer service lines. Customers needing information on this matter should contact the Company's office for assistance.

METER INFORMATION

Meter Reading

You must provide us access to read your meter at least once every 12 months or risk facing a large billing adjustment or possible termination of service. If we have estimated your usage for more than two consecutive months, or if you question the accuracy of a meter reading, we will re-read your meter two times a year at no charge upon request.

After we have read your meter, we may adjust your bill to reflect actual usage. However, if we have been unable to read your meter and have underestimated your usage, we may bill you only for the difference between the estimated and actual usage at the rates in effect for the period. If we have

overestimated your usage, we will credit your account at the cost of gas that was in effect during the period.

Meter Accuracy

Although natural gas meters are accurate devices that measure the volume of gas being used at a service address, you may request that we perform a test to verify your meter's operation. We will conduct the test within 30 days of receipt of your request, and you or your representative may be present when we perform the test. We'll notify you of any applicable charges prior to the test, and will notify you of the test results in writing within 10 business days of completing the test. If we find that the meter's accuracy is outside accepted tolerances, we will waive any charges for performing the test and will install a properly functioning meter at no cost.

If the inaccuracy has resulted in overcharges on your bill, we will determine how long the meter has been malfunctioning and will reasonably compute the amount of credit or refund on the basis of your usage history, using the rates that were in effect during that period. If we're unable to establish the period of the meter's inaccurate measurement, the overcharge period will be considered to be the most recent 12 months or the period since the date of the most recent meter test, whichever is less. This procedure will not apply if there has been tampering or unauthorized reconnection of the meter, metering equipment, or any other of our equipment that has caused metering inaccuracies or no measurement of service.

All meters are tested in accordance with the rules and regulations of the PUCO before they go into service. Periodic replacement is also in accordance with the terms of an approved PUCO Plan. If your meter is replaced for any reason, our serviceman will re-light your appliances.

Meter Tampering

Individuals who install illegal gas connections are breaking the law and endangering themselves, their families and their neighbors. Tampering with gas meters or gas lines can create dangerous conditions. You can help us eliminate such conditions if you know of, and report to us, any cases of meter tampering. All calls and information will be kept confidential.

MINIMUM SERVICE STANDARDS

Customers may obtain a copy of the minimum gas service standards on the Commission's website (www.PUCO.ohio.gov) or obtain a copy from the Commission upon request. Minimum customer service levels can also be found at Section 4901:1-13-05 of the Ohio Administrative Code.

BILLING AND PAYMENT

You will receive the bill for your monthly service on approximately the same date each month. The exact date and the total days of the billing period might vary slightly due to the number of days in the month and holidays. There are usually a few days between the date your meter is read and the date you receive the bill.

If we cannot obtain access to the meter, we calculate your gas usage, based on past usage at the address and the actual weather during the billing period. The estimates are highly reliable; however, any difference between the estimated usage and your actual usage will be billed to you when an actual meter reading is obtained. If your bill was over calculated, you will receive a credit. You always have the option to provide us with an actual reading for a calculated bill.

Bill Payment

Bills are due 14 days after the issue date. Bills may be paid at any office of the Company during its regular office hours. Payment may also be made by U.S. Mail or by express delivery service.

The Company will use the date of mailing as indicated by the cancellation date for U.S. Mail or by the tracking record of the express service as the date of payment. Upon request, the Company will provide an updated list of ways to pay bills.

Partial payments will be applied to past due charges first, then applied to current charges next.

Customer Payment and Usage History

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.

Budget Plan

The budget plan is an ideal way to spread high winter heating bills over the entire year. Under this voluntary plan, you will make payments throughout the year, based on an estimate of your annual cost of gas. The budget plan won't reduce your overall cost of home heating, but it can help to avoid peak winter bills so you can plan household expenses more conveniently. If you would like more information on the budget plan please contact the Company's office.

Other Payment Plans

In addition to the Budget Plan, we offer several other payment plan options for our customers:

One-Ninth Payment. A nine-month budget bill includes one-ninth of the past-due amount each month. The plan estimates usage for the nine-month period and may be adjusted periodically.

One-Sixth Payment. Ludlow Natural Gas works with customers who have past-due balances to set up a payment plan that divides the unpaid balance into equal payments over six months, plus the current bill.

Winter Heating Season Plan. Available only during the heating season, you may pay one-third of your total bill, including any past-due amount.

For more information about these plans, please contact the Company's office at 1-866-797-6016. You may also call the PUCO Consumer Call Center at (800) 686-PUCO (7826).

Miscellaneous Charges

The following charges apply to all classes of customers:

Reconnection Charge. Except as listed below, charge of \$52.00 shall be collected in advance of reconnecting or reestablishing gas service, where service has been terminated for any reason other than safety-related reasons.

If service was disconnected as a result of unauthorized or fraudulent use by the customer, the Company may, in addition to the \$52.00 reconnection charge, also impose a charge to recover any actual expense incurred by the Company as a result of such unauthorized or fraudulent use, including an estimate of the cost of gas improperly used, prior to restoring service to said customer.

Field Collection Charge. The Company shall advise a customer subject to disconnection for non-payment of the possibility of being assessed a collection charge at the time an employee accepts a payment at the customer's premises. Notice of this collection charge shall appear on the disconnection notice or accompany the disconnection notice sent to the customer. If payment is made to an employee whose authorized purpose was to disconnect service and who is authorized to accept such payment, or to an employee dispatched to the premises to accept payment, a charge of twenty dollars (\$25.00) may be assessed once for every such visit and shall be payable at the time of such visit.

Returned Check Charge. Whenever a customer pays a bill by check and the check is returned to the Company by the customer's financial institution for lack of sufficient funds in the customer's account, there shall be a dishonored check charge assessed for each check returned. Such customer shall be charged seventeen dollars (\$30.00) for processing the dishonored check. However, the charge will not be assessed if the customer establishes that the cause of the dishonored check was the result of a bank error.

Late Payment Charge. If a payment of a bill due is not received by the Company offices or by the Company's authorized agent on or before the specified payment date, an additional amount of 1.5% (one and one-half percent) of the unpaid balance on the subsequent bill will become due and payable as part of the customer's total obligation. This provision is not applicable to unpaid account balances of customers enrolled in payment plans pursuant to Section 4901:1-18-05, Ohio Administrative Code.

New Service Tap Charge. Applicants applying for a new tap on the Company's system for single family residences and for multi-family and commercial premises shall be assessed a service tap charge of the actual cost associated with installing new service taps.

Meter Test Charge. The customer will be advised of the meter test charge at the time of the request for the test. If the meter was not operating within accepted tolerances, there shall be no charge for the test or removal. If a meter is tested at the request of a customer and the result demonstrates that the meter was operating within accepted tolerances (plus or minus 3%), the customer shall be charged the actual cost of the test.

Availability of Rate Information and Alternatives Upon Request

Customers may access the Company's current tariffs thru the PUCO's website (www.PUCO.ohio.gov). Customers may also view the Company's current tariffs and alternatives at the Company's offices during normal business hours. Upon written request, the Company will provide a copy of its current tariffs.

FINANCIAL ASSISTANCE FOR LOW-INCOME HOUSEHOLDS

Home Energy Assistance Program (HEAP)

If your total annual household income is at or below 200 percent of federal poverty guidelines and you're responsible for paying your household's heating costs, you might be eligible for financial assistance through HEAP. Applications are usually accepted between September 1 and March 31. Application forms are also available at local Community Action Agencies, Area Agencies on Aging, County Department of Job and Family Services, and local libraries. You'll be required to submit proof of income for the past 12 months and a copy of a recent utility bill along with your signed application.

For more information or to apply, contact your local Community Action Agency or the Ohio Developmental Services Agency at 1-800-282-0880.

Winter Reconnection Program

The Winter Crisis program provides a one-time credit up to \$175 each heating season to qualified, low-income customers to maintain or restore gas service. In certain cases, Winter Crisis Program can also be used for heating system repairs. The application period for Winter Crisis is November 1 through March 31. Applications must be completed at a Community Action Agency. Recipients are also required to sign up for all public energy assistance and weatherization programs for which they're eligible.

Home Weatherization Assistance Program (HWAP)

The Ohio Home Weatherization Assistance Program (HWAP) provides eligible Ohioans with assistance to improve the energy efficiency of their homes and reduce energy costs. The goals of the program are to improve the health and safety for vulnerable Ohioans, reduce energy consumption and thereby reduce energy costs for the homeowner. Ohioans participating in the HWAP program will receive a home inspection to identify the services necessary to improve their home's energy efficiency. Services are provided by local providers in each county. Ohioans should contact their county provider to start the application process.

For more information or to apply, contact your local Community Action Agency or the Ohio Developmental Services Agency at 1-800-282-0880.

HeatShare

HeatShare programs are administered by the Salvation Army to help qualifying households pay for natural gas bills. These programs typically run from January until May, or until funds are depleted. For more information about the HeatShare program or to receive assistance, please contact your local Salvation Army.

DISCONNECTION OF SERVICE

Ludlow Natural Gas provides its Customers with continuous service when bills are paid on time, payment arrangements are kept, and operating rules are observed. We can disconnect gas service in accordance with PUCO rules and regulations for any of the following reasons:

1. After reasonable notice, preventing the Company from calibrating, maintaining, or replacing the Company's meter, metering equipment, or other Company property used to supply service;
2. Preventing the Company from reading the meter for a year or more;
3. Non-payment of bills for natural gas service when due;
4. Failure to furnish or maintain required security;
5. Non-use of natural gas service;
6. Theft of service, tampering of property, or fraudulent representation or practice;
7. Whenever deemed necessary by the Company for safety reasons;
8. Violation of any of these Rules and Regulations, any Service Agreement, or the General Terms and Conditions applicable to any such agreement;
9. Customer request;
10. Customer vacates premises;

11. When a safety hazard or emergency may threaten the health and safety of others or other property;
12. When the use of gas adversely affects the service of others;
13. Violation of law; or
14. Failure to comply with a contract or tariff; or
15. When providing service is in conflict or incompatible with any order of the Commission, court of law, laws of the state of Ohio or any political subdivision thereof, or of the federal government or any of its agencies.

Disconnection For Non-Payment

Ludlow Natural Gas may disconnect service after providing you with a 14-day written notice which normally will appear on your monthly bill. In the disconnection notice, we will explain various payment options and encourage you to contact us prior to the date of termination to make arrangements. If you receive a disconnection notice, you may ask for a Company review of the bill and, if not satisfied, contact the PUCO. Service will not be disconnected for non-payment of a disputed bill while it is being reviewed by the PUCO.

If we are at the premises to disconnect your service for non-payment, we will attempt to contact someone at the premise before turning off the service. If service is disconnected, we will leave a post termination notice at the premise. We will not disconnect service after 12:30 p.m. on any day preceding a day when we do not regulatory perform reconnections. If there is a medical condition in your home that would make disconnection of service especially dangerous to the health of any permanent resident of your home, please contact us and provide the required certification. Medical certification is good for 30 days and can be renewed twice in a 12 month period.

Winter Disconnection

The “heating season” is the period each year from November 1 through April 15 or as the PUCO otherwise orders. Service may be disconnected during this period if the Company follows all of these requirements:

1. Makes prior contact with the customer 10 days prior to disconnection by personal contact, telephone, or hand-delivered written notice (can be delivered by US Mail).
2. Informs the customer of the available sources of federal, state, or local aid for payment of bills.
3. Informs the customer of their right to enter into payment plans.

Tenant Rights

If you live in a dwelling where the landlord pays the bill, and the landlord fails to do so, Ludlow Natural Gas will post notices on all of the tenants’ units and also in noticeable places such as entrances, exits, and mailboxes at least 10 days prior to the scheduled disconnection date. Tenants can avoid disconnection by paying the landlord’s current month’s bill or by invoking their rights under the Landlord-Tenants Act of the Ohio Revised Code.

RECONNECTION OF SERVICE

To reconnect service after it has been shut off, you will be required to pay a \$52.00 reconnection fee in addition to the past-due amount. A security deposit or creditworthy guarantor may also be required. You must also ensure a safe and healthy work environment for our employees.

If service is disconnected for 10 business days or less, we will schedule reconnection by the close of the cCompany's next regular business day. Service that's been disconnected more than 10 business days will be reconnected within three business days after receipt of the full required payment or proof of payment.

NATURAL GAS SAFETY

Even with a system as safe and secure as a natural gas system, leaks can sometimes occur. The following signs are ways of recognizing a potential gas leak.

- ❖ Detection of a special scent that smells like rotten eggs added to the otherwise odorless natural gas.
- ❖ Brown patches in vegetation on or near a gas line.
- ❖ A blowing or hissing sound or dirt blowing into the air.
- ❖ Water bubbling in a puddle, creek, or river.

Be aware that gas has been known to leak into buildings by following other utility lines and underground structures. If you detect the odor of gas or suspect a gas leak:

- ❖ In case of leaking gas in a building, evacuate immediately, call 911, and contact our company.
- ❖ Do not use matches or operate electrical switches or equipment.
- ❖ Do not run vehicle engines near leaking gas.

If while digging you strike our pipeline facilities that results in blowing gas, a fire, or explosion:

- ❖ Leave the area immediately and call **911**.
- ❖ Warn others to stay away.
- ❖ Contact our company.
- ❖ Do not try to extinguish a gas fire or operate any pipeline valves.

If you gouge, dent, or damage the protective coating on our pipeline please contact our Company to perform the necessary repairs.

Carbon Monoxide Safety

Carbon monoxide is a highly toxic, non-irritating, odorless, colorless gas that is the result of poorly operating, or improperly vented sources of combustion. Furnaces, gas stoves, space heaters, fireplaces, automotive exhaust, and even barbecue grills are all potential sources of the poisonous gas.

The harmful effects of carbon monoxide poisoning depend on the concentration of the gas in the air, exposure times, and factors such as age, health, size and sex. Symptoms include headache, nausea, chronic fatigue, confusion, and dizziness. Extreme exposure can even cause a coma or death.

What can you do to prevent carbon monoxide exposure?

- Make sure your fuel burning appliances are properly vented and operating correctly.
- Check your chimneys and flues for sufficient draft.
- Allow extra room ventilation when using space heaters, performing extra cooking or as common sense dictates.
- Purchase a carbon monoxide detector meeting the Underwriters Laboratories (UL) standards for your home.

If you suspect the presence of carbon monoxide, contact the appropriate emergency personnel or have your home inspected by a qualified heating and cooling contractor.

Appliance Safety

The Company recommends that the customer familiarize themselves with the safe operations of natural gas appliances. Each of your appliances has a general instruction manual related to the operational safety of the appliance. Follow the Manufacturer's Recommendations for the safe operation of these appliances.

Call Before You Dig

Before you start any landscape or home improvement projects that require digging, be sure to call the Ohio Utilities Protection Service (O.U.P.S.) at "811" or 1-800-362-2764 at least two full business days in advance to mark the approximate location of buried utility lines that might be in the construction area. It's the law, and it's for your safety!

CUSTOMER INQUIRES AND COMPLAINTS

Contact Ludlow Natural Gas first to inform us of your situation or complaint by calling us at 1-440-255-5198 or toll free at 1-866-797-6016 between 8:00 a.m. and 5:00 p.m., Monday through Friday. To submit a concern in writing, be sure to include your account number and as much information about your situation as possible, and mail to Ludlow Natural Gas Company, LLC, 7001 Center Street, Mentor OH 44060. We will respond as promptly as possible.

If your complaint is not resolved after you have called Ludlow Natural Gas Company, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.PUCO.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio's consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.pickocc.org>.

IMPORTANT PHONE NUMBERS

LUDLOW NATURAL GAS COMPANY

Billing and service inquiries.....	1-440-255-5198
Toll free	1-866-797-6016
Emergency Service.....	1-866-796-6286

PUBLIC UTILITIES COMMISSION OF OHIO.....	1-800-686-7826
Hearing Impaired TTY-TDD.	711

OHIO UTILITIES PROTECTION SERVICE (OUPS)	811
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OHIO CONSUMERS COUNCIL	1-877-742-5622
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These Rules and Regulations are subject to and incorporate herein all orders, rules, and regulations applicable to the Company, issued or established from time-to-time by the Public Utilities Commission of Ohio.

CALL BEFORE YOU DIG IT'S THE LAW!!!

Please contact the Ohio Utilities Protection Service (OUPS) to have our underground facilities located before doing any excavation in or around our service area at the following numbers:

The logo features the number '811' in a large, bold, green font. Below the number is a stylized graphic of a shovel with a grey handle and a silver blade. Underneath the shovel, the text 'Know what's below.' is written in a small, black, sans-serif font, and 'Call before you dig.' is written in a slightly larger, bold, black, sans-serif font.

CALL AT LEAST TWO BUSINESS DAYS BEFORE DIGGING:

811 or 1-800-362-2761

The Company reserves the right to modify, alter, or amend these Rules and Regulations, and further reserves the right to make other rules and regulations as the Company may deem necessary, prudent, or convenient in the conduct of the Company's business, as approved by the Public Utilities Commission of Ohio.