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BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of)
Piedmont Gas Company, Inc.)
for Approval of Four Contracts)
Concerning the Provision of)
Natural Gas Service.)

Case No. 10-2521-GA-AEC

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APPLICATION

Pursuant to Section 4905.31, Revised Code, Piedmont Gas Company, Inc. ("Piedmont") respectfully requests Commission approval of four natural gas contracts. In support of its application, Piedmont states as follows:

1. Piedmont, an Ohio Corporation, is a public utility and natural gas company within the definitions of Sections 4905.02 and 4905.03(A)(6), Revised Code and, as such, is subject to the jurisdiction of this Commission.

2. Piedmont serves approximately 1,712 customers in Harrison, Tuscarawas, Holmes, Coshocton and Guernsey Counties.

3. Piedmont has entered into four Special Contracts for Natural Gas Sales Service with the following four entities:

Name	Street Address	City
31, Inc. (Main Building)	100 Enterprise Drive	Newcomerstown
31, Inc. (Building #6)	100 Enterprise Drive	Newcomerstown
31, Inc.	101 Enterprise Drive	Newcomerstown
Claymont City Schools	4205 Indian Hill Road	Uhrichsville

4. Each of these Special Contracts is attached as part of Attachment A,

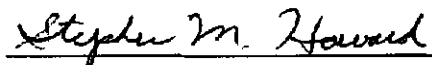
5. These four Special Contracts provide for a \$36.50 per month monthly customer charge and a flat volumetric rate. These contracts are for a term of one year ending December 31, 2010.

6. The rules and regulations contained in Piedmont's tariff are made a part of each of these contracts, as if fully rewritten.

7. Piedmont submits that each of these four Special Contracts for Natural Gas Sales Service constitute reasonable arrangements under Section 4905.31, Revised Code and should be approved.

WHEREFORE, Piedmont Gas Company, Inc. respectfully requests that the Commission approve each of these four contracts as reasonable arrangements pursuant to its authority under Section 4905.31, Revised Code.

Respectfully submitted,



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Attorneys for Piedmont Gas Company, Inc.

ATTACHMENT A

SPECIAL CONTRACT FOR NATURAL GAS SALES SERVICE

This contract is made by and between Piedmont Gas Company ("the Company") and **31, Inc., Main Building** ("the Customer") located at **100 Enterprise Drive, Newcomerstown, OH 43832**.

Witnesseth: That consideration of the premises and mutual covenants contained herein, the parties agree as follows:

The Company agrees to furnish to the Customer during the term of this contract and the Customer agrees to accept from the Company at the point of delivery located at **100 Enterprise Drive, Newcomerstown, OH 43832, Tuscarawas** County, Ohio all the natural gas required by the Customer.

The Company shall provide natural gas service and the Customer agrees to pay monthly for this service and for all natural gas used hereunder subject to and in accordance with the Company's Rules and Regulations Governing the Distribution and Sale of Natural Gas as set forth in the Company's P.U.C.O. No. 1 tariff on file and approved by the Public Utilities Commission of Ohio, which Rules and Regulations are made a part of this contract as if fully written herein.

Instead of applying the tariff rates and charges, the Company agrees to charge and the Customer agrees to pay for the furnishing of natural gas service to Customer the following rates:

Monthly Customer Charge \$ 36.50 per month

Volumetric Charges \$ 1.00 per mcf for the first 150 mcf per month
 \$ 1.00 per mcf for the next 500 mcf per month
 \$ 1.00 per mcf for the next 1,000 mcf per month
 \$ 1.00 per mcf for all gas above 1,650 mcf per month

The parties agree that the Company shall also charge the Customer the applicable Gas Cost Recovery (GCR) rate and all other applicable charges that are contained in the tariff.

This contract shall govern the provision of natural gas service by the Company to the Customer during the term **January, 2010** through **December, 2010**, and will be reviewed on an annual basis.

The Customer may terminate this contract by giving 30 days notice to the Company prior to the date of termination. The Customer is responsible for all natural gas service supplied to the premises under such notice has been received and the Company has had a reasonable time, but not less than 30 days, to discontinue service.

The Company shall not be liable to the Customer for any loss, injury, or damage resulting from the Customer's use of natural gas furnished by the Company. The Customer agrees to convey to the Company such easements, licenses, and rights-of-way over property owned or

occupied by the Customer as the Company shall deem necessary for the provision of natural gas service.

It is mutually agreed that all the covenants, provisions, and conditions of this contract shall inure to and be binding upon the successors or assigns of the Customer provided, however, that should the Customer assign its interests and privileges under the terms of this contract without the written consent of the Company, the Customer guarantees for the remainder of the term of the contract, the full performance by the assignee of all covenants and conditions that are to be performed by the Customer.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

31, Inc., Main Building
Customer

TUOX-01-01004
Account Number

By: 

Date: 10-22-10

Mailing Address: _____

Piedmont Gas Company
By: 

Date: 10/13/10

SPECIAL CONTRACT FOR NATURAL GAS SALES SERVICE

This contract is made by and between Piedmont Gas Company ("the Company") and **31, Inc., Building #6** ("the Customer") located at **100 Enterprise Drive, Newcomerstown, OH 43832**.

Witnesseth: That consideration of the premises and mutual covenants contained herein, the parties agree as follows:

The Company agrees to furnish to the Customer during the term of this contract and the Customer agrees to accept from the Company at the point of delivery located at **100 Enterprise Drive, Newcomerstown, OH 43832, Tuscarawas** County, Ohio all the natural gas required by the Customer.

The Company shall provide natural gas service and the Customer agrees to pay monthly for this service and for all natural gas used hereunder subject to and in accordance with the Company's Rules and Regulations Governing the Distribution and Sale of Natural Gas as set forth in the Company's P.U.C.O. No. 1 tariff on file and approved by the Public Utilities Commission of Ohio, which Rules and Regulations are made a part of this contract as if fully written herein.

Instead of applying the tariff rates and charges, the Company agrees to charge and the Customer agrees to pay for the furnishing of natural gas service to Customer the following rates:

Monthly Customer Charge \$ 36.50 per month

Volumetric Charges \$ 1.00 per mcf for the first 150 mcf per month
 \$ 1.00 per mcf for the next 500 mcf per month
 \$ 1.00 per mcf for the next 1,000 mcf per month
 \$ 1.00 per mcf for all gas above 1,650 mcf per month

The parties agree that the Company shall also charge the Customer the applicable Gas Cost Recovery (GCR) rate and all other applicable charges that are contained in the tariff.

This contract shall govern the provision of natural gas service by the Company to the Customer during the term January, 2010 through December, 2010, and will be reviewed on an annual basis.


The Customer may terminate this contract by giving 30 days notice to the Company prior to the date of termination. The Customer is responsible for all natural gas service supplied to the premises under such notice has been received and the Company has had a reasonable time, but not less than 30 days, to discontinue service.

The Company shall not be liable to the Customer for any loss, injury, or damage resulting from the Customer's use of natural gas furnished by the Company. The Customer agrees to convey to the Company such easements, licenses, and rights-of-way over property owned or

occupied by the Customer as the Company shall deem necessary for the provision of natural gas service.

It is mutually agreed that all the covenants, provisions, and conditions of this contract shall inure to and be binding upon the successors or assigns of the Customer provided, however, that should the Customer assign its interests and privileges under the terms of this contract without the written consent of the Company, the Customer guarantees for the remainder of the term of the contract, the full performance by the assignee of all covenants and conditions that are to be performed by the Customer.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

<u>31, Inc., Building #6</u>	<u>TUOX-01-01003</u>
Customer	Account Number
By: <u></u>	Date: <u>10/22/10</u>
Mailing Address: _____	

Piedmont Gas Company	
By: <u></u>	Date: <u>10/13/10</u>

SPECIAL CONTRACT FOR NATURAL GAS SALES SERVICE

This contract is made by and between Piedmont Gas Company ("the Company") and 31, Inc. ("the Customer") located at 101 Enterprise Drive, Newcomerstown, OH 43832.

Witnesseth: That consideration of the premises and mutual covenants contained herein, the parties agree as follows:

The Company agrees to furnish to the Customer during the term of this contract and the Customer agrees to accept from the Company at the point of delivery located at 101 Enterprise Drive, Newcomerstown, OH 43832, Tuscarawas County, Ohio all the natural gas required by the Customer.

The Company shall provide natural gas service and the Customer agrees to pay monthly for this service and for all natural gas used hereunder subject to and in accordance with the Company's Rules and Regulations Governing the Distribution and Sale of Natural Gas as set forth in the Company's P.U.C.O. No. 1 tariff on file and approved by the Public Utilities Commission of Ohio, which Rules and Regulations are made a part of this contract as if fully written herein.

Instead of applying the tariff rates and charges, the Company agrees to charge and the Customer agrees to pay for the furnishing of natural gas service to Customer the following rates:

Monthly Customer Charge	\$ <u>36.50</u> per month
Volumetric Charges	\$ <u>1.00</u> per mcf for the first 150 mcf per month
	\$ <u>1.00</u> per mcf for the next 500 mcf per month
	\$ <u>1.00</u> per mcf for the next 1,000 mcf per month
	\$ <u>1.00</u> per mcf for all gas above 1,650 mcf per month

The parties agree that the Company shall also charge the Customer the applicable Gas Cost Recovery (GCR) rate and all other applicable charges that are contained in the tariff.


This contract shall govern the provision of natural gas service by the Company to the Customer during the term January, 2010 through December, 2010, and will be reviewed on an annual basis.

The Customer may terminate this contract by giving 30 days notice to the Company prior to the date of termination. The Customer is responsible for all natural gas service supplied to the premises under such notice has been received and the Company has had a reasonable time, but not less than 30 days, to discontinue service.

The Company shall not be liable to the Customer for any loss, injury, or damage resulting from the Customer's use of natural gas furnished by the Company. The Customer agrees to convey to the Company such easements, licenses, and rights-of-way over property owned or occupied by the Customer as the Company shall deem necessary for the provision of natural gas service.

It is mutually agreed that all the covenants, provisions, and conditions of this contract shall inure to and be binding upon the successors or assigns of the Customer provided, however, that should the Customer assign its interests and privileges under the terms of this contract without the written consent of the Company, the Customer guarantees for the remainder of the term of the contract, the full performance by the assignee of all covenants and conditions that are to be performed by the Customer.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

31, Inc
Customer
By: 
Date: 10-22-10
Mailing Address: _____

Piedmont Gas Company
By: 
Date: 10/13/10

SPECIAL CONTRACT FOR NATURAL GAS SALES SERVICE

This contract is made by and between Piedmont Gas Company ("the Company") and Claymont City Schools ("the Customer") located at 4205 Indian Hill Road, Uhrichsville, OH 44683.

Witnesseth: That consideration of the premises and mutual covenants contained herein, the parties agree as follows:

The Company agrees to furnish to the Customer during the term of this contract and the Customer agrees to accept from the Company at the point of delivery located at 4205 Indian Hill Road, Uhrichsville, OH 44683, Tuscarawas County, Ohio all the natural gas required by the Customer.

The Company shall provide natural gas service and the Customer agrees to pay monthly for this service and for all natural gas used hereunder subject to and in accordance with the Company's Rules and Regulations Governing the Distribution and Sale of Natural Gas as set forth in the Company's P.U.C.O. No. 1 tariff on file and approved by the Public Utilities Commission of Ohio, which Rules and Regulations are made a part of this contract as if fully written herein.

Instead of applying the tariff rates and charges, the Company agrees to charge and the Customer agrees to pay for the furnishing of natural gas service to Customer the following rates:

Monthly Customer Charge \$ 36.50 per month

Volumetric Charges \$.81 per mcf for the first 150 mcf per month
 \$.81 per mcf for the next 500 mcf per month
 \$.81 per mcf for the next 1,000 mcf per month
 \$.81 per mcf for all gas above 1,650 mcf per month

The parties agree that the Company shall also charge the Customer the applicable Gas Cost Recovery (GCR) rate and all other applicable charges that are contained in the tariff.

This contract shall govern the provision of natural gas service by the Company to the Customer during the term January, 2010 through December, 2010, and will be reviewed on an annual basis.

The Customer may terminate this contract by giving 30 days notice to the Company prior to the date of termination. The Customer is responsible for all natural gas service supplied to the premises under such notice has been received and the Company has had a reasonable time, but not less than 30 days, to discontinue service.

The Company shall not be liable to the Customer for any loss, injury, or damage resulting from the Customer's use of natural gas furnished by the Company. The Customer agrees to convey to the Company such easements, licenses, and rights-of-way over property owned or

occupied by the Customer as the Company shall deem necessary for the provision of natural gas service.

It is mutually agreed that all the covenants, provisions, and conditions of this contract shall inure to and be binding upon the successors or assigns of the Customer provided, however, that should the Customer assign its interests and privileges under the terms of this contract without the written consent of the Company, the Customer guarantees for the remainder of the term of the contract, the full performance by the assignee of all covenants and conditions that are to be performed by the Customer.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

<u>Claymont City Schools</u>	<u>TUMI-26-26001</u>
Customer	Account Number
By: <u>Susan R. Raymond</u>	Date: <u>10/14/2010</u>
Mailing Address: <u>201 N. 3rd St</u>	
<u>Dennison, OH 44621</u>	

Piedmont Gas Company	
By: <u>Rick Mabo</u>	Date: <u>10/13/10</u>