

In the Matter of the Application of)
Generation Pipeline LLC for Authority to) Case No. 15-1104-GA-ATA
Operate as an Ohio Natural Gas Company)

Generation Pipeline LLC (“Generation Pipeline” 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 an intrastate natural gas company in the State of Ohio. Applicant also respectfully requests that the Commission consider this Application on an expedited basis so that Generation Pipeline can continue to support the development of the Oregon Clean Energy Center, a power plant currently under construction in Oregon, Ohio. In support of this Application, Generation Pipeline states as follows:

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tier of Ohio with interconnections into the Dominion East Ohio, Columbia Gas of Ohio, and KNG Energy Service territories.

4. North Coast is currently developing the Oregon Lateral Pipeline, an approximately 22-mile, 24" high pressure steel pipeline having a capacity of approximately 280,000 MMBtu/day and associated facilities that will interconnect with and serve an approximately 800 megawatt combined cycle natural gas power plant in Oregon, Ohio, near Toledo, Ohio (the "Oregon Clean Energy Center"). The Oregon Lateral Pipeline will not be connected to the NCGT System and will be a stand-alone pipeline asset. North Coast received a certificate for the construction of the Oregon Lateral Pipeline from the Ohio Power Siting Board, effective as of January 6, 2015.¹

5. Oregon Clean Energy LLC ("OCE") is the owner and operator of the Oregon Clean Energy Center and is not affiliated with either North Coast or Generation Pipeline. On May 1, 2013, the Ohio Power Siting Board issued a Certificate for Environmental Compatibility and Public Need to OCE for the construction and operation of the OCE facility.²

6. North Coast has entered into a special contract with OCE related to the construction of the Oregon Lateral Pipeline and for natural gas service to the Oregon Clean Energy Center. That contract will be filed with the Commission pursuant to R.C. 4905.31 prior to service commencing to the Oregon Clean Energy Center.

7. North Coast recently formed Generation Pipeline with the intent that Generation Pipeline would obtain Commission authorization to operate as a natural gas company under R.C. 4905.03(E) and take ownership of and operate the Oregon Lateral Pipeline to service the

¹ *In re Application of North Coast Gas Transmission, LLC*, Case No. 12-2959-EL-BGN, Opinion, Order and Certificate (May 1, 2013).

² *In re Application of Oregon Clean Energy, LLC*, Case No. 12-2959-EL-BGN, Opinion, Order and Certificate (May 1, 2013).

Oregon Clean Energy Center. Once the pipeline is constructed, Generation Pipeline will be responsible for transporting and supplying natural gas to the Oregon Clean Energy Center by virtue of an assignment of the special contract between North Coast and OCE to Generation Pipeline.

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. Generation Pipeline seeks Commission approval as a natural gas company because it will be engaged in the business of supplying natural gas for power and heating purposes to consumers within this state by virtue of its direct service to the Oregon Clean Energy Center. Through its direct service, Generation Pipeline will be responsible for supplying OCE with natural gas for the operation of the Oregon Clean Energy Center and no other natural gas company will be involved in servicing OCE.

10. Generation Pipeline, in its capacity as a natural gas company, also may add additional direct connect mercantile customers along the new pipeline’s route over time, however, the primary impetus for constructing the Oregon Lateral Pipeline is to serve a specific customer, the Oregon Clean Energy Center.

11. Generation Pipeline has prepared a tariff that codifies the rules and regulations applicable to service the Oregon Clean Energy Center and any other customer that may seek Applicant’s service. See Exhibit B.

12. Generation Pipeline has the requisite technical, financial and managerial capability

needed to operate this type of natural gas pipeline system. Its management is experienced in the pipeline and natural gas industries. See Exhibit C.

13. Generation Pipeline has the requisite financial ability to construct and operate the Oregon Clean Interconnection. The consolidated financial information of its parent company, North Coast, and Somerset Gas Transmission Company, LLC which is North Coast's parent company is attached as Exhibit D.

14. At this time, Generation Pipeline has not included a Gas Cost Recovery ("GCR") section in its tariff because of the relatively small number of customers it will serve and because it has no historical basis for determining the cost of gas if a customer so elects to purchase gas from Generation Pipeline. Generation Pipeline therefore asks the Commission to exempt it from the provisions of Rule 4901:1-14 of the Ohio Administrative Code. Instead, Generation Pipeline, or its affiliates, will negotiate the rates charged on an individual basis with each customer or prospective customer, and such rates will be part of a special contractual arrangement that will be submitted to the Commission for its approval under R.C. 4905.31.

15. In support of this Application, Generation Pipeline is providing the Commission with the following exhibits:

Exhibit A: Generation Pipeline's Ohio Secretary of State Office's registration;

Exhibit B: The proposed tariff of Generation Pipeline LLC;

Exhibit C: Summary of technical and managerial background; and

Exhibit D: Consolidated financial information.

16. This Application and the Exhibits support the granting of the Application because the public will be furnished adequate service for a reasonable and just rate. The Applicant has the

technical, managerial, and financial resources to furnish public utility service to the public. Furthermore, its proposed tariff is not unjust or unreasonable.

WHEREFORE, Generation Pipeline LLC respectfully requests that the Commission authorize Applicant to operate as a natural gas company in Ohio, approve its tariff, and grant any other relief that the Commission deems appropriate. In addition, Generation Pipeline LLC respectfully requests an expedited decision on its application given the current timing and schedule for the development of both the Oregon Clean Energy Center and the Oregon Lateral Pipeline.

Respectfully submitted,

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EXHIBIT A

Generation Pipeline's Ohio Secretary of State Registration

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show GENERATION PIPELINE LLC, an Ohio For Profit Limited Liability Company, Registration Number 2390472, was organized within the State of Ohio on April 29, 2015, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 27th day of May, A.D. 2015.*

A handwritten signature in cursive script that reads "Jon Husted".

Ohio Secretary of State

Validation Number: 201514700809

EXHIBIT B

Tariff – Rules and Regulations Governing the Supplying of Gas

RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

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ISSUED: June ____, 2015

EFFECTIVE _____, 2015

**Issued by
Generation Pipeline LLC
Michael Calderone, President**

RULES AND REGULATIONS GOVERNING THE SUPPLY OF GAS

I. DEFINITIONS

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

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

Underdeliveries – the average of the daily mid-point price posting for the month (the month in which the "cash-out" occurred) for the "Mid-point Price" published in Gas Daily for "Chicago City-gates." plus the 100% load factor transportation rate on Crossroads Pipeline plus Crossroad's applicable shrinkage.

Overdeliveries – the average of the daily mid-point price posting for the month (the month in which the "cash-out" occurred) for the "Mid-point Price" published in Gas Daily for "Dominion, South Point" plus Dominion's 100% load factor transportation rate plus Dominion's applicable shrinkage.

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

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7. **"Day"** shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
8. **"Dekatherm"** or **"Dth"** shall mean the Company's billing unit measured by its thermal value. A dekatherm is 1,000,000 Btus or one (1) MMBtu. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing. It shall be proper for Company to rely upon the heating value measurements or assumptions provided to Company by upstream suppliers for purposes of Company's determination of the heating value of the gas received by Customer. Company shall not be required to install any equipment to measure heating value at the Customer's premises for the purpose of converting volumetric measurements into Dth.
9. **"Delivery Point(s)"** shall mean the specific measurement location(s) listed on the Service Agreement at which the Company may deliver gas to Customer, and the specific location(s) at which Customer will receive such gas from Company.
10. **"Delivery Volume"** shall mean the daily volume of Gas scheduled and confirmed at the Points of Receipt less NCGT's Shrinkage by or on behalf of Customer.
11. **"Firm"** shall mean that each Dth the Customer nominates and the Company confirms at the Receipt Point(s), within the Customer's MDQ, will be delivered to the Customer's Delivery Point(s) minus the Company's Shrinkage without interruption except under Force Majeure conditions or an energy emergency declared by the Commission.
12. **"Heating Value"** shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one cubic foot at 14.73 psia and 60°F with combustion air at

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the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.

13. **"Imbalance"** shall mean the daily difference between the Delivery Volume and the actual metered volumes allocated to Customer at the Delivery Point(s).
14. **"Interruptible"** shall mean that each Dth the Customer nominates and the Company confirms at the Receipt Point(s), in excess of the Customer's MDQ if that Customer is taking Firm service, will be delivered to the Customer's Delivery Point(s) less the Company's Shrinkage, if the Company, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.
15. **"Maximum Daily Quantity" or "MDQ"** shall mean the maximum daily Firm natural gas quantity that the Customer shall be entitled to nominate during any 24-hour period. The Customer's Maximum Daily Quantity, if any, shall be negotiated between the Customer and the Company by way of special contractual arrangement to be incorporated into the Customer's Service Agreement with Company.
16. **"Mcf"** shall mean 1,000 cubic feet.
17. **"Month"** shall mean a calendar month beginning at 9:00 a.m. Central clock time on the first day of the calendar month and ending at 9:00 a.m. Central clock time the first day of the following calendar month.
18. **"Nomination"** shall mean the confirmed Quantity of gas which the Customer shall arrange to have delivered to the Receipt Point(s) for redelivery by the Company to the Delivery Point(s). The Nomination shall include sufficient gas to account for the Company's Shrinkage.
19. **"OAC"** shall mean the Ohio Administrative Code.

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20. **"Operational Flow Order" or "OFO"** shall mean a declaration made by the Company that conditions are such that the Company can only safely transport an amount of gas during a calendar day equal to the amount of gas which the Customer will actually deliver at the Receipt Point(s) on that calendar day.
21. **"ORC"** shall mean the Ohio Revised Code.
22. **"PUCO" or "Commission"** shall mean the Public Utilities Commission of Ohio, or any successor governmental authority.
23. **"Quantity of Gas"** shall mean the number of units of gas expressed in Dth unless otherwise specified.
24. **"Receipt Point(s)"** shall mean those measurement locations where Customer gas enters the Company's system.
25. **"Service Agreement"** shall mean the individual contract that each Customer shall sign and enter into with the Company prior to commencement of service, which, if applicable, shall identify: the Receipt Point(s) and Delivery Point(s); the MDQ; declares whether the service is Firm or Interruptible; and establishes the cost for the transportation and/or provision of natural gas. The Service Agreements shall be non-discriminatory and filed with the Commission pursuant to ORC § 4905.31 for approval. The term of the Service Agreement, unless otherwise agreed to as part of the Service Agreement, shall commence upon the filing of the Service Agreement by the Company.
26. **"Short Term Firm Service"** shall mean available transport service on a Firm basis for a time period of 31 days or less.
27. **"Shrinkage"** shall mean the Quantity of Gas required by the Company to replace the estimated Quantity of Gas, which is required for compressor fuel, and lost-or-unaccounted-for gas when transporting the tendered quantities. This percentage shall be set forth in the Customer's Service Agreement, and may be adjusted annually by the Company.

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

II. Initiation of Service; Installation and Testing

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 gas service under the terms and conditions stated herein, who execute a Service Agreement, and subject to the Rules and Regulations filed by the Company from time to time with the Public Utilities Commission of Ohio and any subsequent revision(s) thereof, and to the lawful orders of regulatory authorities having jurisdiction. 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 Company. Where a small commercial 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 small commercial 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.

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

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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. **Service Lines:** The general term "service line" is commonly 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, (a) the service line connection, and (b) the Customer service line.

(a) Service Line Connection

The service line connection consists of the connection of the Customer service line at the Company's line. This connection shall be made by the Company or its representative with the cost allocated pursuant to the Customer's Service Agreement, and it shall remain the property of the Company. It shall include a valve for stopping the flow of any gas into the Customer service line.

(b) 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.

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

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

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

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

The Company shall determine the location of the meter, which shall ordinarily be outside of any enclosed building and shall be accessible to the Company without the necessity of Customer presence or approval.

When changes in building or arrangements therein render the meter inaccessible or exposed to hazards, the Company may require the Customer, at the Customer's expense, to relocate the meter setting together with any portion of the Customer's service line necessary to accomplish such relocation.

The owner of the service property address or Customer shall not permit anyone who is not an authorized agent of the Company to connect or disconnect the Company's meters, regulators or gauges or in any way alter or interfere with the Company's meter, regulators or gauges.

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6. **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. The Customer service line, Customer piping, fittings, valves, connections, equipment venting and all associated equipment shall be installed with materials and workmanship which meet the reasonable requirements of the Company and shall be subject to inspection or test by the Company. The Company shall have no obligation to establish service until after such requirements of the Company with respect to the facilities in place at the time of the test.

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

7. **Discontinuance of Supply on Notice of Defect in Customer's Property:** If the Customer service line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment on a Customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of such defect or condition and reasonable notice to the 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.
8. **No Responsibility for Material or Workmanship:** The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in, the Customer service line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship.

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9. **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.

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

10. **Scheduled Appointments With Customers:** The Company shall provide Customers with an expected Company arrival time window of four hours or less for all appointments requiring the Customer to be present, except when reconnecting pursuant to OAC Rule 4901:1-18-07. 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.
11. **Turning Gas On:** The Customer, after making proper application for service, shall notify the Company when it desires service to be established. In no case shall the Customer, or its agent or employee, turn on the gas supply to Customer's facilities at the curb or meter cock.
12. **Service Not Transferable:** No person may commence the use of gas until after making application therefore. 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.
13. **Continuity of Service:** Customer shall arrange for sufficient gas to be delivered into Company's system on an hourly basis. Subject to that requirement and subject to the physical and operating characteristics of Company's gas supply

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

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

14. **Character of Service:** The Company's supply of natural gas is received principally from the interstate gas transmission system. Thus, the heating value and specific gravity of gases received may vary between Delivery Points from day to day. These variations are beyond the control of the Company, which can only dispatch the gases received.
15. **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 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.
16. **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 or as specified in the Customer's Service Agreement.
17. **Access to Premises:** The Company and its authorized employees shall have access at all reasonable times to Company's facilities and at all of the premises

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in which gas supplied by the Company is used or is to be used. The Company's employees and agents seeking access to the Customer's or landlord's premises shall, upon request, identify himself/herself and state the reasons for visit.

18. **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.
19. **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 supply mains, extensions thereof, or appurtenances necessary for or incidental to the supplying of service to Customer.
20. **Customer Shall Satisfactorily Secure Account:** Subject to the requirements of ORC § 4933.17 and any contrary terms in the Service Agreement, the Company may require a Customer to satisfactorily secure an account unless other arrangements are made. Upon acceptance of a 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.
21. **Right to Shut Off Gas:** After reasonable notice, the Company shall have the right to discontinue service and the right to disconnect and remove from the premises of any Customer the meter and any other property belonging to the Company for any of the following reasons or purposes:

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

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

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

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

III. METERING AND BILLING

1. **Quantity of Gas Delivered by Meter:** Subject to any contrary terms in Customer's Service Agreement, gas will be measured by a volumetric or thermal meter installed by the Company which shall be and remain the property of the Company with the point of measurement to be at the Delivery Point. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration and bills shall reflect the consumption so registered. Any mistake in reading the registration, however, shall not affect the liability for gas consumed as determined by a corrected reading of the registration. A correction billing based upon discovery of a prior error shall be honored by the Customer.
2. **Unit of Measurement:** The unit of measurement shall be set forth in Customer's Service Agreement, and be either in dekatherms or that quantity of gas which will occupy one (1) cubic foot at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute (thirty [30] inches of mercury), a temperature base of sixty (60) degrees Fahrenheit, (five hundred twenty [520] degrees absolute), and without adjustment for water vapor content. To determine the volume of gas delivered, factors such as those required for pressure, temperature, and specific gravity and deviation from Boyle's law, shall be applied.
3. **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

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twelve months as well as at the initiation of service and the termination of service.

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.

4. **Meter Test and Incorrect Meter Readings:** With reasonable prior notice, Customer shall have the right to review the records of the Receipt Point(s) meter(s) if taking choice transportation service and/or Delivery Point(s) meter(s), during normal business hours. Either Customer or Company may, at its election, have any or all of the Receipt Point(s) meter(s) and/or Delivery Point(s) meter(s) tested for accuracy and adjusted in accordance with good industry practice, and Company shall provide Customer a written explanation of the test results within ten business days of the completed test. If the meters test within 3% or better of accurate measurement, then the cost of the test shall be paid by the party requesting the test. If the meters are found to be inaccurate by more than 3%, the party owning the meter shall pay for the test and shall provide a properly functioning meter. No adjustment based upon meter inaccuracies shall be made for delivery charges or natural gas imbalances unless a meter tests inaccurate by more than 3%. Any such billing correction shall only be to the 3% error level for a period of time no longer than to the last meter testing or twelve months, whichever is less. This section does not apply in the event there has been either

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tampering or an unauthorized reconnection of the meter or related equipment during the subject period of time. Meters are ordinarily read at monthly intervals but may be read more or less frequently at Company's option.

5. **Billing Periods:** Bills ordinarily are rendered regularly at monthly intervals. Non-receipt of bills by Customer does not release or diminish the obligation of Customer with respect to payment thereof. Bills shall contain the information required by OAC Rule 4901:1-13-11.
6. **Payment of Bills:** Billing statements shall be deemed as rendered when such statements are deposited by the Company with the U.S. Mail for first-class delivery, as evidenced by the postmark date, deposited by the Company with an overnight courier service for delivery to the Customer, sent via facsimile machine to the Customer or hand-delivered to the Customer's office.

Both the Customer and the Company have the right to examine, at reasonable times agreed to by both parties, any books, charts, records or other pertinent information of the other to the extent necessary to verify the accuracy of any charge, computation, and statement made pursuant to any of the provisions within these Rules and Regulations.

If it shall be found that at any time or times the Customer has been overcharged or undercharged in any form whatsoever under the applicable service schedule and the Customer has actually paid the bills containing such overcharge or undercharge, the Company shall refund the amount of any such overcharge or the Customer shall pay the amount of any such undercharge within thirty (30) days after final determination of such amounts. In the event an error is discovered in the amount billed in any statement rendered by the Company, such error shall be adjusted within thirty (30) days from the date of discovery of such error but in any event within six (6) months from the date of such statement with a three (3) month rebuttal period.

The Customer shall make payment to the Company for services purchased during the preceding month and billed pursuant to the provisions of these Rules and

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Regulations on or before the twenty-fifth (25th) day of the month, unless otherwise agreed to by the parties. Payment shall be made by wire transfer of federal funds at such bank account designated by the Company, except when such day of the month is a Saturday, Sunday or federal bank holiday, in which case payment is due on the following Business Day. All such payments shall be considered to have been made on the date when the Company has use of such funds.

If the rendering of the bill is delayed after the tenth (10th) day of the month following the month of actual delivery, then the time of payment shall be extended by the same number of days as the delay. If the Customer is responsible for the delay, the provisions of the previous paragraph remain as applicable.

If the Customer, in good faith, disputes the amount of any such invoice or any part thereof, the Customer will pay such amount as it concedes to be correct: provided, however, if the Customer disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights.

If the Customer fails to remit the full amount when due, the amount not paid by the due date shall be increased by 1.5 percent (1.5%) of the amount not timely paid each month.

7. **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 reserves the right to review the Customer's credit worthiness at any time. Upon request, but not more than twice in any 12-month period, the Customer must provide current financial credit information. If the Customer's current financial or credit status will not support the level of service contracted for, the Company may request that the Customer post the appropriate amount of collateral. Collateral may be in

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the form of a prepayment, cash deposit, letter of credit, creditworthy parent guarantee or other security acceptable to the Company.

IV. GENERAL SERVICE TERMS

1. **Subject to PUCO Rules and Regulations:** These Rules and Regulations are subject to and include as part thereof all orders, rules and regulations applicable to the Company from time to time issued or established by the Public Utilities Commission of Ohio under its powers. Service provided by Company is also subject to all applicable federal laws, and to the orders, rules and regulations of any federal agency having jurisdiction thereof.
2. **Responsibility and Liability:** The Customer and the Company each assume full responsibility and liability for the maintenance and operation of its respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damage, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party; provided however, that neither party agrees to indemnify the other party for the negligence of the other party, its agents, servants or employees.
3. **No Waiver:** No waiver by the Company or the Customer of one or more defaults by the other of the provisions of service under this schedule shall be construed as a waiver of any other or further default or defaults, whether of a like or a different character.
4. **Force Majeure:** Except with regards to a Customer's obligation to make payment, neither Customer nor Company shall be liable to the other for failure to perform a firm obligation to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension of the obligation.

Force Majeure shall include, but shall not be limited to, the following: (i) physical

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events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, or explosions; (ii) breakage or accident or necessity of repairs or routine maintenance to machinery or equipment or lines of pipe; (iii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iv) interruption of firm transportation and/or storage by upstream interstate pipeline(s); (v) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (vi) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. Customer and Company shall make reasonable efforts to avoid the adverse impacts of a Force Majeure event and to promptly resolve any such event once it *has* occurred in order to resume performance.

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

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

A party claiming Force Majeure must provide prompt notice to the other party. Initial notice may be given orally; however, written notification with reasonably full particulars of the event or occurrence claimed to constitute Force Majeure is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make or accept delivery of gas, as applicable, to the extent and for

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the duration of the Force Majeure event, and neither party shall be deemed to have failed in such obligation to the other during such occurrences or event.

5. **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 Commission may approve.
6. **Consumer Safeguards:** The Company shall maintain a listing including the 24-hour emergency number in each local telephone service provider's directory operating in the Company's service territory. The Company shall not commit any unfair or deceptive acts or practices in connection with the promotion or provision of service. The Company shall only disclose a Customer's account number without the Customer's written consent for natural gas company 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.
7. **Written Summary Information:** The Company shall provide to new Customers and to existing Customers who request it, a written summary information dealing with who to contact concerning different rights and responsibilities.

V. FULL GAS SERVICE

1. **Description of Service:** Applicable for gas service from existing gas supply lines of Company having sufficient capacity therefore, to Customers at one location. 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 and upon the execution of a Service Agreement between Customer and Company.

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2. **Transportation Rate:** The transportation rates will be negotiated by Company and Customer, and will be part of a Service Agreement that will be submitted to the Commission under ORC § 4905.31.
3. **Monthly Variable Commodity Rate:** Full Gas Service is provided by competitive retail natural gas ("CRNG") suppliers. The price for the commodity portion of full gas service is based on the Customer's assigned CRNG Supplier's posted MVR price. CRNG Suppliers shall post or otherwise make available the MVR price by the first of each month for the applicable billing period. A CRNG Supplier's MVR price charged for a monthly billing period shall be no greater than any of its monthly variable rates ("Competitive MVRs") posted on the PUCO's Apples-to-Apples Chart for the same billing period. All CRNG Suppliers offering MVR commodity service are required to have a Competitive MVR posted on their list of active offers available to all eligible customers on the PUCO's Apples-to-Apples Chart. The amount billed for MVR commodity service will also include the applicable Ohio sales and use tax for those Customers not exempted from the payment of that tax. A CRNG supplier shall charge all of its MVR Customers the same posted MVR price for the billing period over which the price is to be effective. The MVR price shall be denominated as the rate per Mcf of Customer usage.

Customers may cease receiving MVR commodity service at any time at no additional charge from Company or the MVR supplier by enrolling with a CRNG supplier and notifying Company of the enrollment or participating in an opt-out governmental aggregation program. Customers receiving full gas service may not select their MVR supplier. MVR commodity service shall be provided by the Customer's assigned CRNG supplier unless the Customer enrolls with a CRNG supplier, participates in an opt-out governmental aggregation program, or becomes ineligible to receive full gas service.

4. **Billing:** Full gas service will be billed by Company and consist of the MVR commodity charges and charges for transportation service. On or before the tenth (10th) day of each calendar month, the Company shall render to the Customer a statement setting forth the total quantity of gas supplied by the MVR

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supplier during the immediately preceding Month, the billing rate and the amount due, and the charges for transportation service as determined by the Customer's Service Agreement.

5. **Additional Terms and Conditions:** Any other rates and charges including return check charges, field connection fees, new service tap charges, reconnection charges, uncollectible expense riders, gross receipts tax riders, mcf excise tax riders will be negotiated as part of Customer's Service Agreement that will be submitted to the Commission under ORC § 4905.31. In addition, each Service Agreement will address the nature of service including when service can be interrupted.

VI. CHOICE TRANSPORTATION SERVICE

1. **Applicability:** Choice transportation service pursuant to these Rules and Regulations is available to all Customers who sign a Service Agreement with the Company, demonstrate that they have the ability to tender natural gas to the Receipt Point(s), and have made suitable arrangements for such tendered volumes to be received at the Delivery Point(s) called for in the Service Agreement.
2. **Term:** Customers that elect to request choice transportation service will be required to execute a written Service Agreement prior to the commencement of any transportation service. Unless otherwise agreed, Service Agreements for choice transportation service shall provide for a primary term of one (1) year, continuing thereafter on a month to month basis subject to cancellation by the Company or the Customer on 30 days' written notice or as otherwise agreed by Company.
3. **Types of Transportation Service and Capacity:** The Company shall offer Firm service if the Company using good industry practice believes it has sufficient pipeline capacity available after accounting for the projected demand of the existing Firm service load. The Company shall offer Interruptible service to all Customers who request such service, meet the Rules and Regulations standards and execute a Service Agreement.

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

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

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

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

The Customer shall submit its Nomination to the Company by no later than 11:30 am Central Clock Time for gas flow the following day. This Nomination should correspond to scheduled deliveries the Customer makes on the upstream interstate pipeline and to the applicable Delivery Point(s). Should the Customer

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

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

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

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

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

5. **Shrinkage:** Unless otherwise agreed, the Customer shall have the right to retain, pursuant to these Rules and Regulations, 100% of the gas delivered to the Receipt Point(s), less the Shrinkage.
6. **Transportation Rate:** The rates and charges for transportation services will be established pursuant to Customer's Service Agreement to be submitted to the Commission for approval under Section 4905.31, Revised Code.
7. **Imbalances:** The following shall apply unless otherwise agreed to by the Parties and approved by the Commission:

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

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Point(s), then the Customer shall be cashed out by paying the Company the Cash-out Price for each Dth plus a percentage penalty as determined from the chart below for the amount the Customer has overtaken.

<u>Percentage Imbalance Level</u>	<u>Penalty</u>
0-10%	No penalty for cash-outs
10-20%	Ten Percent (10%) penalty fee on all Dth cashed-out
>20%	Twenty Percent (20%) penalty fee on all Dth cashed-out

8. **Title to Gas:** Any Customer taking choice transportation service pursuant to this schedule warrants that it or its gas supplier will have title to the gas delivered to Company free and clear of all claims, liens and encumbrances, and covenants and agrees to indemnify and hold harmless Company from all suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorneys fees, expenses and liabilities arising from or attributable to the adverse claims of any and all other persons or parties to such gas.
9. **Operational Flow Orders:** In the event any one of the following occur: 1) any upstream interstate pipeline supplying the Company declares a Force Majeure event or an operational flow order; 2) the Commission or the Governor declare an energy emergency; or 3) if weather and usage conditions create a situation in which the Company reasonably believes that it cannot accommodate an imbalance from the Customer, the Company may issue an Operational Flow Order. During an Operational Flow Order the Customer may only tender and receive those volumes which the Company believes the Customer can actually both tender to the Receipt Point(s) and receive at the Delivery Point(s) on a daily basis. The Company will use its best efforts to avoid an Operational Flow Order if reasonably possible, and maintain the Operational Flow Order for as limited a period of time as is reasonably possible.

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

The gas shall not contain in excess of:

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

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

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

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

The gas delivered shall have a total heating value of not less than 1,000 BTU per standard cubic foot, and shall have a utilization factor of one thousand, three hundred (1,300) plus or minus six percent (6%). The utilization factor shall be calculated by dividing the BTU of the gas adjusted for moisture, divided by the square root of the specific gravity.

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

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

If the Company believes that the Customer may be creating imbalances on the Company's system in order to obtain an economic advantage, it will notify the Customer and any involved marketer in writing of such belief and the Customer will have the opportunity to respond. If, within the sixty (60) day period following such notice, the Company concludes that the Customer has engaged in such imbalance activity, the Company may terminate choice transportation service by giving the Customer and any involved marketer ten (10) days' notice prior to the end of the calendar month.

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EXHIBIT C

Technical and Managerial Experience

TECHNICAL AND MANAGERIAL EXPERIENCE

Generation Pipeline LLC is a direct and wholly owned subsidiary of North Coast Gas Transmission LLC. Both Generation Pipeline and North Coast are affiliated with Somerset Gas Transmission Company. Mr. Calderone, Westerfield, Cagle and Lochtefeld are affiliated with Somerset and North Coast and will be directly involved with supporting the activities of Generation Pipeline. Their technical and managerial experience is set forth below.

Michael Calderone, President and CEO – Somerset Gas Transmission Company and North Coast Gas Transmission

As President and CEO of Somerset and North Coast, Mr. Calderone, among various other activities, is responsible for overseeing daily operations and development efforts for the company. Prior to joining Somerset, Mr. Calderone was the Chief Operating Officer of Energy USA-TPC Corp., where he was responsible for day-to-day operations of all of the company's gas marketing and trading activities, as well as all back- and mid-office functions. Mr. Calderone joined TPC in 1991 as Director of Profit Optimization with primary responsibility for selling storage and commodity services from the company's salt-cavern storage facilities. In 1994, he was elected Vice President of Gas Marketing and later Senior Vice President of Marketing & Trading. Prior to TPC, Mr. Calderone worked for CNG Transmission Corporation as Manager of Transportation & Exchange and Manager of Interstate Marketing. In these roles, he helped establish CNG's transportation program required by Order 436 and was responsible for renegotiating and securing new sales and transportation services in response to the order. Prior to joining CNG in 1985, Mr. Calderone was engaged in the private practice of law. He has been active in the American Gas and Southern Gas Associations, primarily in the Supply and Marketing sections and is a graduate of Duquesne University, where he earned both his B.A. and J.D.

Jerry Westerfield, Vice President of Commercial Activity – Somerset Gas Transmission Company and North Coast Gas Transmission

With more than 30 years of industry experience, spanning a full spectrum of activities in the unregulated and regulated midstream natural gas business, Mr. Westerfield currently serves as Vice President of Commercial Activity for North Coast, managing the daily operations and business development for the company. Before coming to North Coast, Mr. Westerfield was Vice President of Business Development at National Fuel Marketing, where he managed the company's experienced business development team. He previously served as Vice President of Northeast Market Development for CIMA ENERGY, LTD, where he was responsible for establishing a presence in the Northeast United States markets through asset development and downstream origination. Prior to CIMA, Mr. Westerfield was Senior Vice President of Trading and Supply at ProLiance Energy, LLC, where he managed the daily operations of the natural gas business unit. While at ProLiance, he served on the executive management team that oversaw the development and construction of two pipeline projects that involved approximately \$30 million in capital investment. He also worked for six years as the Senior Commercial Officer for natural gas marketer SIGCORP Energy Services. Mr. Westerfield made significant contributions in expanding the

company from a start-up business to a company with annual revenues in excess of \$800 million. Mr. Westerfield earned his B.S. with Honors from Brescia University.

William E. Cagle, Pipeline Operations Manager – Somerset Gas Transmission Company and North Coast Gas Transmission

Mr. Cagle has over 35 years of experience as a maintenance and operations professional in the natural gas transmission industry. He served as an Area Supervisor for Trunkline Gas Company where he hired, scheduled, and supervised a staff of 16 employees. He prepared the budget and cost control procedures for a pipeline operation in excess of \$1.25 million. During his 25 years at Trunkline, Mr. Cagle developed safe project scopes, procedures, construction and startup of major plant and pipeline operational projects. He maintained the company's database, administrative records, safety procedures and OSHA and DOT compliance policies. Mr. Cagle has provided training to all essential personnel on gas turbines manufactured by Cooper-Bessemer, Clark, Ingersoll-Rand, White Superior, Waukesha and Caterpillar. Mr. Cagle was responsible for the operation, maintenance and repairs of all equipment relating to compression on the Trunkline system, including supervisory control and data acquisition (SCADA), computer hardware and software components, measurement controls and environmental compliance. Mr. Cagle has been with North Coast for over 11 years, managing the entirety of gas operations on 280 miles of natural gas transmission pipeline. Among many of his roles, he is responsible for maintaining pipeline safety through integrity management, repairs, inspections, compression maintenance, line locates, corrosion remediation, and pipeline surveys. Mr. Cagle oversees a team of field operators that manage the efficiency and safety of the system on a daily basis. His field knowledge plays an integral role in the development and planning of pipeline projects for North Coast.

Lee Lochtefeld, Business Development – Somerset Gas Transmission Company and North Coast Gas Transmission

Mr. Lochtefeld has functioned in both business development and operations management capacities for both regulated and unregulated natural gas transmission and gathering pipelines over the past six years. During this time, he has assisted customers in balancing upstream receipts and downstream deliveries to various interstate pipelines, LDC's and industrial end-users. Mr. Lochtefeld currently performs various project development responsibilities including negotiating transportation agreements, facility interconnect agreements, and contract renewals for both customers and vendors. Since 2010, he has been involved with the redevelopment of "brown field" natural gas transmission pipelines to regulated and unregulated gas gathering for unconventional Marcellus gas production including compliance with all Pennsylvania Public Utility Commission and Federal Safety Regulations. Mr. Lochtefeld is experienced in the development and permitting of major utility infrastructure projects working with numerous regulatory oversight agencies included the Ohio Power Sitting Board staff, Ohio Department of Natural Resources, Ohio Environmental Protection Agency and the Ohio Department of Transportation.

Somerset Gas Transmission Company and North Coast Gas Transmission LLC have retained the services of Utility Technologies International Corporation (UTI) to provide it with management, engineering, design, construction, operations, maintenance and training services. UTI will be retained to assist Generation Pipeline in its activities. A description of the managerial and technical experience of Mr. Griset, Ms. Stahl and Mr. Rode as well as a brief description of Utility Technologies International Corporation follow.

Hobart (Hoby) H. Griset, President - Utility Technologies International Corporation

Mr. Griset is a 1978 Cum Laude graduate of the University of Utah with a Bachelor of Science degree in Mining Engineering. He is a registered Professional Engineer in Ohio, Kentucky, Pennsylvania, and West Virginia and has over 35 years of experience in the natural gas industry. He has been involved in the natural gas industry since 1980 with a broad range of experience that includes oil and gas production, gas gathering, natural gas distribution, and natural gas transmission. He has held increasingly responsible engineering and management positions throughout his career and joined Utility Technologies International Corporation (UTI) as President in 2004. Prior to joining UTI, Mr. Griset had a distinguished career at Northeast Ohio Natural Gas where he held the position of Vice President and Chief Operating Officer. He has been responsible for the design, construction, operations, and maintenance of hundreds of miles of regulated natural gas systems; including several combustion turbine pipeline projects in northern Ohio. His background also includes extensive practical experience with federal and state gas pipeline safety regulations and Ohio Power Siting Board requirements. Mr. Griset was a long-time board member of the Ohio Gas Association (OGA), serving as president in 1998-1999, is a Lifetime Member Award recipient from the OGA, and holds a seat on the board of directors of Kentucky Energy Development

Melinda Stahl, Environmental Coordinator - Utility Technologies International Corporation

Ms. Stahl is the Environmental Coordinator at Utility Technologies International Corporation (UTI). She received her Bachelor of Science in Geology from Cleveland State University (Cleveland, OH) and received her Master of Science in Environmental Science from Columbus State University (Columbus, GA). Ms. Stahl has eight years of professional environmental compliance experience which includes working for the federal government and utility companies conducting site assessments; writing spill prevention control and countermeasure plans and spill contingency plans; designing erosion and sediment control plans; conducting stream and wetland delineations; investigating threatened and endangered species habitat; conducting route selection studies and liquid pipeline high consequence area analyses; reporting on greenhouse gases; writing Section 106 Reviews; developing applications to the U.S. Army Corps of Engineers, the Ohio Power Siting Board, and the Ohio Environmental Protection Agency; and permitting for local, state and federal regulations. She also coordinates with the U.S. Fish and Wildlife and Ohio Department of Natural Resources to identify potential impacts to threatened and endangered species. She provides on-site training for the various permitting requirements associated with construction projects as well as training regarding threatened and endangered species awareness. Ms. Stahl trained in wetland delineations and is a Certified Professional in Erosion and Sediment Control (CPESC) and a Certified Erosion, Sediment and Stormwater Inspector (CESSWI).

Brad Rode, Project Engineer - Utility Technologies International Corporation

Mr. Rode has been with Utility Technologies International Corporation (UTI) for the past 5 years. He joined UTI after graduating with a BS in Civil Engineering from Ohio University in 2010. While with UTI, Mr. Rode's responsibilities have included estimate development, gas system engineering, pipeline network model analysis and ongoing project management. He has been involved with projects spanning the distribution, gathering, and transmission pipeline sectors within the natural gas pipeline industry in Ohio, Pennsylvania, and West Virginia. Mr. Rode has continued to further his education and subject knowledge by attending the Ohio Gas Association's Annual Technical Seminar 2010-2015, PHMSA Pipeline Safety Seminar 2014, Appalachian Gas Measurement Short Course 2013, and Basic Product Training for Ariel Compressors 2014.

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.

EXHIBIT D
(CONFIDENTIAL FINANCIAL STATEMENTS)

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

This foregoing document was electronically filed with the Public Utilities

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Summary: Application for Authority to Operate as a Natural Gas Company and Request for Expedited Consideration electronically filed by Mr. Michael J. Settineri on behalf of Generation Pipeline LLC