# Large Filing Separator Sheet

Case Number: 17-1139-GA-AIR

17-1140-GA-ATA

17-1141-GA-AAM

File Date: 2/13/2018

Section: 2 of 4

Number of Pages: 200

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#### METER RELOCATION CHARGE

When changes in a building or property, or arrangements therein, render the meter inaccessible or exposed to hazards, or if the Customer requests the Company to relocate its meter, the Customer shall bear the Company's actual cost necessary to relocate the meter and other Company property.

#### **EXCESS FLOW VALVE CHARGE**

When a Customer requests that the Company install an excess flow valve ("EFV") on a service line, not exceeding 1,000 standard cubic feet per hour ("SCFH") that is otherwise not required to be installed by the Company, the Company will install the EFV at cost to the Customer and on a mutually agreeable date upon the Customer executing an agreement with the Company agreeing to pay for the costs of such installation. The Customer is required to pay a deposit of fifty percent (50%) of the estimated cost of installation of an EFV at the time of executing an agreement for the installation. The balance of the actual cost of installation must be paid by the Customer upon completion of all work related to the installation. If the balance is not paid within sixty (60) days, it will be included on the Customer's next gas bill and subject to the Company's penalties and disconnection procedures for non-payment of a Customer's gas bill.

The Company is not required to install an EFV if one or more of the following conditions is present:

- The service line does not operate at a pressure of 10 PSIG or greater throughout the year;
- The Company has prior experience with contaminants in the gas stream that could interfere with the EFV's operation;
- The EFV could interfere with necessary operation or maintenance activities; or
- An EFV meeting applicable performance standards is not commercially available.

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# SERVICE QUALITY RULES AND REGULATIONS

#### **HEATING CONTENT OF GAS**

Pursuant to Section 4933.06, Revised Code, and except as otherwise provided in arrangements approved under Section 4905.31, Revised Code, gas delivered to Customers shall have a heating value of not less than nine hundred (900) Btu per cubic foot when measured in the laboratory by direct heat release or by chemical composition, according to the procedures of the American Society for Testing and Materials or other recognized analytical methods in effect on the effective date of this section. The gas delivered by the Company to Customers may have a heating value that exceeds nine hundred (900) Btu per cubic foot.

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# PHYSICAL PROPERTY RULES AND REGULATIONS

#### METER FURNISHED BY COMPANY

The Company will furnish each Customer with a meter of such size and type as the Company may determine will adequately serve the Customer's requirements and such meter shall be and remain the property of the Company and the Company shall have the right to replace it as the Company may deem necessary.

#### **METER LOCATION**

The Company shall determine the location of the meter. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Customer shall grant the Company access to premises to relocate the Company's meter and any other property of the Company to a location that is accessible and free from hazards and the Customer shall bear the Company's actual cost necessary to relocate the meter and other Company property.

#### ONLY COMPANY CAN CONNECT METER

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

#### **ACCESS TO PREMISES**

The Company and its authorized employees shall have free access at all reasonable times to all of the premises in which gas supplied by the Company is used or is to be used. Upon request, an employee shall identify him or herself, provide Company photo identification, and state the reason for the visit.

#### **RIGHT-OF-WAY**

Customers, without reimbursement, will make or procure conveyance to the Company of right-of-way satisfactory to the Company across the property owned or controlled by the Customer for the Company's distribution mains, extensions thereof, or appurtenances necessary or incidental to the supplying of service to the Customer.

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#### **CUSTOMER'S RESPONSIBILITY FOR PIPES AND APPLIANCES**

The Customer shall own and maintain the house piping from the outlet of the meter to gas burning appliances. The Company shall have no obligation to install, maintain, or repair said piping. The Customer shall also own and maintain all gas-burning appliances. The Company shall have no obligation to install, maintain, or repair appliances.

#### STANDARDS FOR CUSTOMER'S PROPERTY

The Customer's house lines, fittings, valve connections and appliance venting shall be installed with materials and workmanship which meet or exceed all requirements established by law, regulation, building codes, or otherwise. Prior to initial establishment of service, the gas piping downstream of the meter must be inspected, either by a local building code authority or other appropriate governmental entity, by a person specifically authorized by such authority or entity to conduct such inspections, or by the Company if no such authority, entity, or person conducts such inspections. In addition, prior to the establishment or reestablishment of gas service, the gas piping downstream of the meter must be tested by the Company, or its representative, in accordance with Rule 4901:1-13-05(A)(3), Ohio Administrative Code, to determine that no leaks exist.

#### 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 house lines, fittings, valve connections, equipment, or appliances and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship.

#### PRESSURE REGULATORS

Where service is provided from intermediate or medium pressure distribution lines, the Company shall furnish the necessary regulator or regulators, which regulator or regulators shall remain the property of the Company. If it becomes necessary to construct, operate, and maintain a heater on the inlet side of the high pressure regulator to maintain satisfactory operation of the regulator or regulators, the gas used in such heater shall be at the cost of the Customer and shall be taken from the outlet side of the meter serving the Customer.

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#### **CUSTOMER SHALL NOT TAMPER WITH COMPANY EQUIPMENT OR PROPERTY**

The Customer shall not tamper with the Company's equipment or property. If any meter or regulator, or the pipes, fittings, connections, or other Company property used in supplying gas to such meter or regulator, is tampered with by a Customer, his agent or employee, or otherwise, the Company may remove such meter or regulator and may permanently discontinue the supply of gas to such Customer. At the Company's option, the Company may reconnect gas supply to the Customer if the Customer satisfies the requirements for reconnection of gas following disconnection for tampering or other fraudulent activities as set forth in these Rules and Regulations.

#### **EXTENSIONS OF GAS DISTRIBUTION MAINS**

The Company will extend its distribution mains for the furnishing of gas on any dedicated street or highway without imposing a specific charge on the Consumer for such extension so long as at least one Consumer on an average of each 100 feet of pipe in the street or highway in which the extension is to be run shall first agree to take a supply of gas at the applicable rate, which measurement shall be taken from the end of the nearest distribution main with adequate capacity. Where application for service is made and when providing such service would require an extension of a main in excess of an average of 100 feet for each Applicant for service, the Company may enter into an extension agreement with the Applicant or Applicants providing for a deposit with the Company of a sum deemed adequate by the Company to cover the cost to be incurred by it for that portion of the extension in excess of the average of 100 feet for each Applicant to be served. The agreement covering the main extension must be signed by the owner of the premises to be served. Moreover, if the Applicant elects the monthly payment option in the main extension agreement, as more fully described below, said agreement shall require the Applicant to inform the prospective and subsequent owners at the premises of the monthly payment terms and conditions. The Applicant and the Company must agree on the meter location and the point of delivery of gas before any piping is laid or installed on the premises to be served.

When an extension of the Company's main to serve an Applicant amounts to more than 100 feet per Customer, the Company shall offer an Applicant who is an end-use Customer the option of making the required payment in the form of: (a) a one-time deposit; or (b) a monthly payment. An Applicant who is not an end-use Customer shall not be eligible for the monthly payment option. If the Company determines, in its sole judgment, that the nature of a main extension is such that it puts the Company at undue

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risk of recovery, the Company may require different arrangements as a condition of such main extension. The required payment(s) shall be determined as follows:

- 1. The one-time deposit shall equal the estimated construction cost, net of the applicable entitlement extension footage for each permanent Customer initially connected to the main extension.
- Where the Applicant has elected the monthly payment option, said 2. monthly payment shall be billed to the Applicant or subsequent Customers at the same premises for the shorter of a period of five (5) years or until the cost of the main extension is included in the rates and charges for service and shall be considered part of the utility bill subject to disconnection of service for nonpayment. The monthly payment shall equal that amount needed to compensate the Company for the embedded cost of service associated with the main extension. Such cost of service shall include operation and maintenance expenses, including taxes, depreciation, and return on rate base reflected in the current rates on the construction cost, net of the applicable entitlement extension footage. The monthly payment amount shall be determined by an economic feasibility study based on recovery of the embedded cost of service of the main extension and related facilities. The Company shall retain for the duration of the payment period the economic feasibility study setting forth the embedded cost of service and provide it to the Customer(s) upon request.

Where a one-time deposit is received by the Company pursuant to a main extension agreement, said deposit shall be subject to refund within a period of ten (10) years from the date of the main extension agreement if additional Customers tap into the main extension paid for by such Customer(s). The amount of refund shall equal the difference between the amount deposited and the amount that would have been required to be deposited had the additional Customer agreed to take supply of gas from the Company under its applicable rates at the time the main extension agreement was entered into. In no event shall the amount of a refund of a one-time main extension deposit exceed the amount deposited. No refund of a one-time main extension deposit shall be made after ten (10) years from the date of the main extension agreement and such deposit shall, over such period, become the property of the Company. One-time main extension deposits shall bear no interest. No reimbursement applies to the further extensions or lateral extensions of the main.

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Where the Applicant has elected the monthly payment option, the Company shall credit such monthly payment commencing when each additional Customer connects to the main extension. Such credit shall be the embedded cost of service associated with the 100-foot entitlement of each additional Customer using the methodology consistent to the original monthly payment calculation. In no case shall the monthly credit for additional Customers exceed the initial monthly payment. No reimbursement applies to the further extensions or lateral extensions of the main.

The Company shall not be required to make any extension of it is mains during the months of December, January, February, and March of any year.

#### **EXTENSIONS OF SERVICE LINES**

The Company shall not be required to lay service lines across paved streets or highways or lay any service lines during the months of December, January, February and March of any year.

The Company may enter into a service line extension agreement with the Applicant or Applicants providing for the recovery of such amount, as the Company deems adequate to install that portion of the service line required to furnish gas service to the Applicant. The Applicant shall be responsible for the entire cost of any service line required to furnish gas service on the Applicant's premises. All service lines shall remain the property of the Company and the Company shall have the right of access to said service lines for repairs, maintenance, leak surveys, replacement, and other reasonable purposes.

The Company shall have the option of offering the Customer one of two methods of payment for service line extensions: (a) a lump sum payment; or (b) a monthly payment. The monthly payment option shall be for up to three (3) years. Where the Customer has agreed to the monthly payment offered by the Company, the monthly payment shall be billed to the Applicant for a period of up to three (3) years and shall be considered part of the utility bill subject to disconnection of service for nonpayment. The agreement covering the service line extension must be signed by the owner of the premises to be served. If the Applicant has agreed to the monthly payment option offered by the Company, the agreement shall require the Applicant to be responsible for the balance due upon transfer of ownership of the premises.

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In addition to the cost of the service line, the Company may require the Applicant to provide a deposit with the Company of the Applicant's share of a main extension if the Company determines:

- The service line requested by the Applicant is to be connected to a main extension that the Company installed that was the subject of a main extension agreement with a current Consumer or its successor;
- The Applicant previously refused to enter into a main extension agreement related to the main extension to which the service line will be attached; and
- 3. The Applicant's request for a service line is received by the Company within ten (10) years of the completion of the main extension to which the Applicant is seeking to connect a service line.

The Applicant's deposit shall be the amount that the Applicant would have deposited with the Company for the main extension if the Applicant had agreed to a main extension agreement at the time the Applicant previously refused to enter into the main extension agreement. The Company and Applicant shall comply with all terms and conditions otherwise applicable to an extension of a gas distribution main, except that the period that the deposit is subject to refund shall extend to a date no later than the date applicable to the first deposit the Company received related to the main extension.

#### REMOVAL OF PROPERTY NO LONGER IN SERVICE

In instances in which the Company's pipes or other property are no longer in service, the Company shall have the right, but not the obligation, to enter the property of non-Customers to remove the Company's non-operational pipes or other property located on the non-Customer's property.

#### SPECIAL SERVICE

If a municipality (unless otherwise provided for in a franchise agreement) or other public authority, that possesses the requisite authority, requires the Company to relocate its pipes or other property in a right-of-way, that municipality or public authority shall be responsible for the Company's actual costs in relocating such pipes or other property.

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If a municipality (unless otherwise provided for in a franchise agreement) or other public authority, that possesses the requisite authority, requires the Company to construct its pipes or other property in a manner that differs from the Company's common practices, that municipality or public authority shall be responsible for the incremental costs, if any, incurred by the Company as a result of the specially required installation.

In all other circumstances, if an entity requests the Company to relocate any of its pipes or other property or construct its pipes or other property in a manner that differs from the Company's common practices, the Company may, in its sole discretion, agree to relocate its pipes or other property or alter its common construction practice(s) on the condition that the entity agrees to pay the Company's actual costs associated with the relocation or alteration of practices.

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## **GENERAL**

#### TARIFF DISCLOSURE

A full and complete copy of the Company's current tariff covering rates and charges for service and terms and conditions of service are available at the Public Utilities Commission of Ohio's website at <a href="https://www.puco.ohio.gov">www.puco.ohio.gov</a>. The Company's applicable tariffed rules and regulations are also available to Customers upon request and will be provided within five (5) Business Days. Paper copies of any items requested shall be provided at cost.

#### **RIGHT TO MODIFY**

The Company reserves the right to modify, alter, or amend these Rules and Regulations and to make such further and other rules and regulations as experience may suggest and as the Company may deem necessary or convenient in the conduct of its business.

# COMPANY'S TARIFFS SUBJECT TO COMMISSION RULES, ORDERS, AND REVISED CODE

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 and to the laws contained in the Revised Code.

#### **CURTAILMENT OF GAS SERVICE AND ENFORCEMENT OF CURTAILMENT**

Customers of the Company may have their natural gas service curtailed during periods when inadequate supplies of natural gas exist to meet their total demands. Curtailment of Customers shall take place in the following order, with residential requirements being the last to be subjected to curtailment:

- Industrial requirements for boiler fuel use of more than 500 Ccf per day;
- 2. All remaining industrial requirements in excess of plant protection and all commercial and public authority buildings on a pro-rata basis, with a 30% curtailment limit on the commercial and public authority buildings;

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- 3. Commercial and public authority requirements in excess of plant protection;
- Residential requirements.

A Customer of the Company which is subject to curtailment by the Company may have its service terminated in the event the Customer fails to restrict its gas consumption to authorized amounts. In such situations, the Company shall provide the Customer and the Public Utilities Commission of Ohio written notification of its intention to terminate gas service two (2) Business Days prior to terminating service. Any termination of service carried out pursuant to this provision shall continue until the Customer is entitled to gas under the curtailment plan specified herein. Any Customer receiving notice of termination of gas service may request the Public Utilities Commission of Ohio to stay the termination provided just cause can be shown as to why the termination should not be permitted.

In addition to termination of service, a Customer which exceeds its authorized gas usage may be required to compensate the Company for the Customer's proportionate share of the additional costs, if any, the Company incurs as a result of the Customer's conduct. As utilized herein, the additional costs recoverable from overrun Customers shall include the cost of any additional gas purchases caused by the overrun and the cost of any penalty which is actually assessed to the Company by its supplier because of the overrun.

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# **GENERAL SERVICE**

To any residential, commercial or industrial customer for general service, manufacturing, processing and/or building heating and/or cooling at any one location subject to any governmental restrictions which may affect the Company's ability to provide new or additional gas service. Service under this rate schedule is subject to the Rules and Regulations in this tariff (Sheet Nos. 3 to 8)

#### **DISTRIBUTION RATE**

The distribution rate under this schedule includes the base rates and rider rates provided or referenced below.

#### **BASE RATE**

**Customer Charge** 

\$10.39 per month

For the first 10,000 Ccf

used per month

\$0.15443 per Ccf

For all Ccf used over 10,000 Ccf

per month

\$0.09518 per Ccf

#### **RIDERS**

Service under this rate schedule is subject to the following riders: Gross Receipts Excise Tax Rider (Sheet No. 11); Percentage of Income Payment Plan Rider (Sheet No. 12); and Uncollectible Expense Rider (Sheet No. 13).

#### RECOVERY OF INCLUDABLE COST OF GAS SUPPLIES

Pursuant to Chapter 4901:1-14, Ohio Administrative Code, and by the terms of this tariff, the total rate charges under this schedule consists of the distribution rate plus the appropriate gas cost recovery rate specified in the Uniform Purchased Gas Adjustment Rider (Sheet No. 14).

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## TRANSPORTATION SERVICE

#### **DEFINITIONS**

In addition to the definitions contained in Sheet No. 2, the following terms shall have the meanings indicated below for purposes of Transportation Service (Sheet No. 10), and any defined term contained in these definitions supersedes a definition provided in the definitions contained in Sheet No. 2:

- A. "Ccf" means one hundred (100) cubic feet measured at a pressure of fourteen and six tenths (14.6) pounds per square inch with correction for super compressibility and at a temperature of sixty degrees (60°) Fahrenheit.
- B. "Customer" means an individual, governmental or corporate entity taking transportation service hereunder where the gas is delivered to the Company for the Customer using gas supply allocation, upstream capacity allocation, allocation of responsibility for existing gas supply and related services previously used by the Company to provide bundled or transportation service to the Customer and billing methods developed for such purpose.
- C. "Customer Group" means two or more Customers who combine their gas requirements and purchase gas from a designated pool or program or supplier(s) where the gas is delivered to the Company for the Customer Group using gas supply allocation, upstream capacity allocation, allocation of responsibility for existing gas supply, and related services previously used by the Company to provide bundled or transportation service to any or all members of the Customer Group and billing methods developed for such purpose.
- D. "Delivery Point" means the location at which the Customer first delivers its gas to the Company.
- E. "Firm Service" means the quality of service provided under the terms and conditions of the schedule with the Company providing service absent a *force majeure* condition.
- F. "Gas" means the gas that is redelivered to Customer's meter at the Redelivery Point, and made available to the Company under this schedule.

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- G. "Imbalance" means the daily difference between the quantity delivered by the Customer to the Company at the Delivery Point and the quantity consumed by the Customer as measured at the Redelivery Point. It is understood that the quantity received by the Company at the Delivery Point must exceed the quantity measured at the Redelivery Point by the Company's unaccounted-for gas ("UFG"). An imbalance exists when actual receipts adjusted for unaccounted-for gas are either greater or less than actual deliveries. The term "day" or "daily" shall have the same meaning as established by the supplier that makes Customer's gas available to the Company at the Delivery Point.
- H. "Index" means the monthly value determined based upon the published price for the Texas, Oklahoma region reported in the table "Prices of Spot Gas Delivered to Panhandle Eastern Pipe Line Company" ("PEPLC") in the first issue of "Inside F.E.R.C.'s Gas Market Report" for the month in which deliveries are made. In the event this publication ceases to exist as a convenient reference, the value shall be determined based upon accepted industry practice as applied to the determination of prices for first of the month spot purchases from the same region and delivered to PEPLC.
- "Interruptible Service" means the quality of service provided under the terms and conditions of this schedule with the Company providing service only when available each day based upon the reasonable judgment of the Company. Whenever the Company decides it is desirable for operational, gas supply, capacity, safety, or economic considerations, the Company may discontinue service under this schedule provided that the Company shall attempt to provide verbal notice of such discontinuation. The Company's failure to provide notice under this schedule and its failure to provide notice prior to discontinuance of service shall not give rise to any claim, cause of action, or right in the Customer.
- J. "Month" means calendar month or the period of approximately one month in length based on the Customer's billing cycle as established by the Company.
- K. "Nomination" means the quantity of gas which the Customer will have delivered to the Delivery Point for redelivery by the Company for the relevant period. It is understood that the ultimate nomination each month must take into account the Company's allowance for UFG and any similar reductions made by other transporters.

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- L. "Primary Firm" means the delivery of natural gas by a Customer or Customer Group to a Delivery Point between the Company and the interstate pipeline supplying such natural gas, under a firm transportation agreement that specifies the Company as the primary receipt and Delivery Point.
- M. "Redelivery Point" means the location where gas is metered for delivery to the Customer's premises for billing purposes. In the case of a Customer Group, the Redelivery Point shall be the billing meter for each member of the Customer Group.
- N. "Single Location" means a facility located on contiguous property separated only by a roadway, railway, or waterway.
- O. "Transportation Service First Block Rate" means the volumetric rate stated in the Transportation Service rate schedule that applies to the first 10,000 Ccf of gas supplied under this rate schedule.

#### **APPLICABILITY**

Transportation service pursuant to this schedule consists of delivery of Customer- or Customer Group-owned or supplied gas volumes injected by or on behalf of the Customer or Customer Group into the Company's facilities for redelivery by the Company. The Company provides no assurance of continued delivery of gas in the event of interruption of the Customer's or Customer Group's supply. Subject to capacity constraints, transportation service under this schedule is available to the Company's Customers and Customer Groups who: (1) enter into a transportation service agreement; (2) have purchased or otherwise arranged for a supply of natural gas of acceptable quality on a Primary Firm basis; (3) have made arrangements to establish metering or other monitoring equipment which may be reasonably necessary to permit the Company to satisfy the Customer's service needs as well as the needs of the Company's other customers; and (4) use in excess of fifty thousand (50,000) Ccf per year. For purposes of the fourth requirement, if the Customer has multiple meters at a Single Location, the usage across all meters located on the Single Location may be totaled to satisfy the fifty thousand (50,000) Ccf requirement. The Customer or Customer Group must qualify for transportation service under the P.U.C.O. Gas Transportation Program Guidelines, must have requested that the Company transport such gas, and have provided for the delivery of such gas to a point on the Company's existing system which is acceptable to the Company for redelivery at a point on the Company's system which is acceptable to Company. The Company reserves the right

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to decline requests to provide service and discontinue service whenever rendering such service would be detrimental to the operation of its system. Notwithstanding this tariff offering, the Company may continue to enter into transportation service arrangements pursuant to Section 4905.31, Revised Code, when, in its judgment, the circumstances warrant a specific arrangement to address the nature of the service to be provided. Nothing in this schedule shall be understood to indicate that the Company shall not provide transportation service in accordance with ordinances enacted by municipalities provided such ordinances are accepted by the Company. The different types of transportation service are as follows:

**Firm Service**. The Company shall allocate and reserve pipeline capacity of the Company's facilities on behalf of the Customer for redelivery of the Customer's supply for consumption by the Customer.

Interruptible Service. The Company shall accept the Customer's supply for redelivery to the Customer based on the expected or actual available capacity of the Company's facilities. Interruptible capacity shall be determined after considering all capacity commitments relative to firm transportation.

#### TERM

Customers that elect to request transportation service will be required to execute a written service agreement prior to the commencement of any service. Unless otherwise agreed, service agreements shall provide for a primary term of three (3) years, continuing thereafter on a year-to-year basis, subject to cancellation by the Company or the Customer on 180 days' written notice or as otherwise agreed by the Company.

#### CAPACITY

Where the Company has agreed to provide the Customer with Firm Service requested by the Customer, 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, recognizing the Company's UFG. The Company's obligation to accept the Customer's supply for redelivery for the Customer's consumption of all volumes in excess of the Customer's firm capacity shall be best efforts.

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## **UNACCOUNTED-FOR GAS ("UFG")**

Unless otherwise agreed, the Customer shall have the right to retain, pursuant to this schedule, 100% of the gas delivered to the Company, less the average system-wide UFG percentage.

#### TRANSPORTATION RATES

The rates and charges for transportation services will be as follows:

Base Rates. Firm and interruptible service base rates shall not exceed the amounts specified below as adjusted to reflect the effect of all riders and other applicable charges. For Customers electing transportation service on and after December 31, 1996, the base rates may be adjusted by the Company to permit the Company to recover the Customer's or the Customer Group's appropriate share of unavoidable gas supply-related costs incurred by the Company to meet the requirements of the Customer or the Customer Group as those requirements would otherwise exist but for the election. The Company shall attempt to reduce and eliminate such unavoidable costs provided that such efforts do not place its other customers at an economic or service disadvantage. Base rates, at the Redelivery Point, for service before adjustment for unavoidable gas supply-related costs and applicable riders are as follows:

Customer Charge: \$10.39 per Redelivery Point per month
For the first 10,000 Ccf per month
For all Ccf over 10,000 per month \$0.09518 per Ccf per month

<u>Riders</u>. The base rates shall be subject to the following riders: Gross Receipts Excise Tax Rider (Sheet No. 11); Percentage of Income Payment Plan Rider (Sheet No. 12); and Uncollectible Expense Rider (Sheet No. 13). Service under this rate schedule is also subject to the Rules and Regulations in this tariff (Sheet Nos. 3 to 8).

#### **IMBALANCES**

The Customer's daily gas consumption at the Redelivery Point shall equal the daily volume of gas the Customer delivers to the Company at the Delivery Point (subject to the adjustment for unaccounted-for gas) plus or minus five percent (5%). For each Ccf of positive or negative imbalance in excess of five percent (5%) each day (excess

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	Brvan, Ohio		

Original Sheet No. 10 Page 6 of 10

P.U.C.O. No. 2 Tariff for Gas Service

imbalance), and unless otherwise agreed, the Customer shall pay to the Company an imbalance fee as follows:

- Α. If a negative excess imbalance exists, the Customer shall be obligated to pay to the Company a sum (in addition to all other charges specified herein) equal to the higher of: (1) the total amount of the negative imbalance multiplied by the Transportation Service First Block Rate and its successors on file and approved by the Commission, including the applicable charge for the cost of purchased gas, or (2) the highest penalty amount incurred by the Company as a result of or in connection with such imbalance pursuant to an interstate pipeline tariff multiplied by the imbalance quantity. This additional charge does not entitle the Customer to rely upon the Company to secure a supply of gas or provide standby or partial service but merely represents a means for eliminating the imbalance condition to the extent the Company has gas available to it without imposing additional cost on other Customers.
- B. If a positive excess imbalance (actual daily volume of the Customer's gas delivered to the Company for redelivery to the Customer adjusted for unaccounted-for gas more than five percent (5%) greater than actual gas consumption), the Company shall eliminate the imbalance by purchasing the excess imbalance according to the following schedule:

Percentage Imbalance Level	Sales Price	
0-5	No Sale	
> 5-10	.9 x index	
> 10-20	.7 x index	
> 20	5 x index	

#### **TITLE TO GAS**

Any Customer taking transportation service pursuant to this schedule warrants that it has title to the gas delivered to the Company free and clear of all claims and covenants and agrees to indemnify and hold harmless the Company from all suits, actions, debts,

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	Filed Under Authority of Case No	oGA-ATA	
	Issued by, Pr	resident	
	Bryan, Ohio		

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P.U.C.O. No. 2 Tariff for Gas Service

accounts, damages, costs, losses, and expenses arising from or attributable to the adverse claims of any and all other persons or parties to such gas.

#### BEST EFFORTS MONTHLY BALANCING SERVICE

Monthly balancing service may be selected by the Customer and shall be a required service when the Customer causes a positive or negative excess imbalance to exist. Balancing service does not relieve the Customer of the responsibility to avoid an imbalance condition. Unless otherwise agreed, monthly balancing service is a "best efforts" service which involves the Company's use of storage capacity and capabilities to hold, on a best efforts basis, excess daily deliveries of the Customer's gas for use by the Customer to meet balancing requirements. Additionally, the ability of the Company to use such storage capacity and capabilities to provide monthly balancing services on a best efforts basis is dependent on the performance of third parties and not subject to the Company's control.

The rate for best efforts monthly balancing service shall be \$0.00381 per Ccf transported per month. Payment of the applicable charges for monthly balancing service will permit the Customer to balance consumption with deliveries on a monthly basis provided that the Customer's monthly imbalance shall not exceed five percent (5%) of the Customer's consumption for the same month. In the event that the monthly imbalance is in excess of five percent (5%), the Customer shall eliminate the excess imbalance in the subsequent month. For each Ccf of positive or negative imbalance in excess of five percent (5%) each month (excess imbalance), the Customer shall pay to the Company an imbalance fee as follows:

A. If a negative excess imbalance exists, the Customer shall be obligated to pay to the Company a sum (in addition to all other charges specified herein) equal to the higher of: (1) the total amount of the negative imbalance multiplied by the rates and charges in the Transportation Service First Block Rate and its successors on file and approved by the Commission, including the applicable charge for the cost of purchased gas, or (2) the highest penalty amount incurred by the Company as a result of or in connection with such imbalance pursuant to an interstate pipeline tariff multiplied by the imbalance quantity. This additional charge does not entitle the Customer to rely upon the Company to secure a supply of gas or provide standby or partial service but merely represents a means of eliminating the imbalance condition to the

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	Bryan, Ohio		

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P.U.C.O. No. 2 Tariff for Gas Service

extent the Company has gas available to it without imposing additional cost on other Customers.

B. If a positive excess imbalance (actual monthly volume of the Customer's gas delivered to the Company for redelivery to the Customer adjusted for unaccounted-for gas more than five percent (5%) greater than actual gas consumption) is not eliminated in the month following its creation, the Company shall eliminate the imbalance by purchasing the excess imbalance according to the following schedule:

Percentage Imbalance Level	Sales Price	
> 0-5	No Sale	
> 5-10	.9 x index	
> 10-20	.7 x index	
> 20	.5 x index	

In addition to the other rates and charges specified herein, the Customer shall reimburse the Company for all costs incurred by the Company, including penalties or overrun charges payable to pipelines, as a result of variations in the amount of gas consumed by the Customer at the Redelivery Point and the amount of gas the Customer delivers to the Company at the Delivery Point. In addition to the charges specified herein, the Company shall have the right (as stated in the General Terms and Conditions specified below) to terminate service as a result of the Customer's failure to satisfy the Customer's balancing obligations. Nothing in this schedule shall be understood to limit the Company's right to terminate transportation service under this schedule as a result of the Customer's failure to satisfy the Customer's balancing obligations.

#### RECORD KEEPING AND METER READING

The Customer shall provide the Company such daily meter reading information that the Company shall reasonably request for purposes of administering the Customer's transportation service. It is understood that the Company shall be entitled to rely upon the Customer's records and meter readings for all such purposes.

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P.U.C.O. No. 2 Tariff for Gas Service

#### **QUALITY**

The gas made available to the Company by the Customer for redelivery shall be of a quality equal to or better than the quality specifications contained in the tariffs or contracts governing the Company's purchase of gas from its interstate pipeline or other suppliers. It is understood that the Company shall have no obligation to accept volumes made available by the Customer in the event gas does not meet these quality specifications.

#### **GENERAL TERMS AND CONDITIONS**

- A. Services provided under this schedule are subject to all Federal, State of Ohio and local laws and to the orders, rules and regulations of any federal, State or local agencies having jurisdiction thereof.
- B. The Company shall invoice the Customer on a monthly basis and all invoices shall be due and payable within fifteen (15) days of the date the invoice is postmarked. All invoices not paid by the due date are subject to the Company's Late Payment Charge (Sheet No. 5). In the event the Customer supplies the Company with a check or other instrument which is supported by insufficient funds, the Customer shall also be assessed the Company's Bad Check Charge (Sheet No. 5).
- C. The Company, at its sole election, may terminate service under this schedule in the event the Customer fails to cause its gas supply to be made available to the Company at the Delivery Point to match the gas supply consumed at the Redelivery Point. The imbalance charges specified herein shall not be construed as the Company's exclusive remedy in the event that the Customer fails to fulfill its balancing obligations. In addition, nothing herein shall preclude the Company from waiving an imbalance rate or charge provided the 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 the Customer is utilizing the imbalance to obtain an economic advantage related to the cost of gas or transportation and related services or the imbalance condition does not disadvantage other customers or the Company.
- D. 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 defaults, whether of a like or of a different character.

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	Bryan, Ohio	

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P.U.C.O. No. 2 Tariff for Gas Service

- E. The Company does not hereby assume the risk of and shall not be responsible for any injury or damage that occurs as a result of the failure of a Customer's gas supply to reach the Delivery Point or as a result of acts of God, force majeure events, emergencies, riots, strikes, insurrections or the acts of third parties, regulators or government that prevent the Company from providing transportation service to the Customer.
- F. The Company may offer transportation service at rates that are downwardly flexible from the base rates and best efforts balancing service rate specified above. The rates may be flexed downward to a rate or charge that recovers all variable costs of service and provides some contribution to the Company's fixed costs of providing service. Reduced rates may be determined based on competitive services available to the Customer, the quality (firm or interruptible) of service, the Company's need to achieve load preservation, or the economic recovery of costs incurred by the Company and shall be subject to: (1) the requirements of Section 4905.31, Revised Code, as such requirements may apply based on the determinations of the Commission; or (2) the requirements of Article XVIII, Section 5 of the Ohio Constitution and the lawful acts of units of local government.

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	Filed Under Authority of Case No	GA <b>-</b> ATA	
	Issued by, Preside	ent	
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Original Sheet No. 11 Page 1 of 1

P.U.C.O. No. 2 Tariff for Gas Service

# **GROSS RECEIPTS EXCISE TAX RIDER**

The Gross Receipts Excise Tax Rider is applicable to all charges billed by the Company under this tariff.

All bills shall be adjusted for the Ohio gross receipts tax at a rate of 4.9869%.

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	Issued by	, President		
	Bryan,	Ohio		

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P.U.C.O. No. 2 Tariff for Gas Service

# PERCENTAGE OF INCOME PAYMENT PLAN ("PIPP") RIDER

In addition to all other rates and charges applicable to service provided under the General Service rate schedule (Sheet No. 9) or the Transportation Service rate schedule (Sheet No. 10), Customers receiving service pursuant to said rates shall pay an additional amount per Ccf. The monthly charge may be revised in accordance with the Commission's Order in Case No. 87-244-GE-UNC. The current recovery of PIPP arrearages is \$0.00041 per Ccf billed.

lssued:	, 2017	Effective:	, 2017
	Filed Under Authority of Case No	GA-ATA	
	Issued by, President	ent	
	Bryan, Ohio		

Original Sheet No. 13 Page 1 of 1

P.U.C.O. No. 2 Tariff for Gas Service

# **UNCOLLECTIBLE EXPENSE RIDER**

Applicable to all volumes served under the General Service (Sheet No. 9) and Transportation Service (Sheet No. 10) rate schedules. An additional charge shall be applied to all volumes for service rendered to recover costs associated with uncollectible accounts arising from those Customers responsible for paying the Uncollectible Expense Rider. The Company shall file an application with the Public Utilities Commission of Ohio requesting approval to change the rate if the Company determines that an adjustment of more than plus or minus ten percent (10%) is needed to adjust for prior period over- or under-collections. The current Uncollectible Expense Rider rate is \$0.00038 per Ccf.

íssued:	, 2017	Effective:, 2017
	Filed Under Authority of Case No	GA-ATA
	Issued by, Pre	esident
	Bryan, Ohio	

Original Sheet No. 14 Page 1 of 1

P.U.C.O. No. 2 Tariff for Gas Service

UNIFORM PURCHASED GAS ADJUSTMENT RIDER
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The Company incorporates by reference Chapter 4901:1-14, Ohio Administrative Code, regarding Uniform Purchased Gas Adjustment Clauses.

Issued:	, 2017	Effective:	, 2017
	Filed Under Authority of Case No	GA-ATA	
	Issued by, Preside	ent	
	Bryan, Ohio		
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PREFACE Fifth Revised Sheet No. 1 (Cancels Fourth Revised Sheet No. 1)

# **OHIO GAS COMPANY**

# P.U.C.O. No. 1

<u> </u>	<u>Section</u>
General Service Rate	1
Reserved For Future Use	2
Deposits	3
Delinquent Bills, Disconnect Procedures, Reconnection of Service and Payment Arrangements and Responsibilities	4
Billing and Late Payment	5
Curtailment and Enforcement of Curtailment	6
Main and Service Line Extensions	7
Gas Cost Recovery Rider	8
Transportation Services	9



(CG77G\$4)

Issued: September 21, 2001

Effective: October 1, 2001

Filed Under Authority of Case No. 01-1828-GA-ATA Issued by Richard P. Hallett, President Bryan, Ohio

In order to recover the increased amount of state excise taxes imposed on the Ohio Gas Company (hereinafter Company) which results from the increased public utilities gross receipt tax provisions set forth in Amended Substitute House Bill 694 of the 114th General Assembly of Ohio, the Company shall apply to the rates and charges set forth in its rate schedules a surcharge increasing paid rates and charges by 0.71 per cent. The special tax adjustment surcharge shall be applied on all bills rendered on or after January 1, 1982.

Authorized by Order of The Public Utilities Commission of Ohio, dated Case No. 81-1408-AU-UNC

med: December 31, 1981

Effective: January 1, 1982

Issued by:
J. L. Tuttle, Pres.
Bryan, Ohio

# Fifteenth Revised Sheet No. 1 (Cancels Fourteenth Revised Sheet No. 1) Page 1 of 2

OHIO GAS COMPANY

# P.U.C.O. No. 1 GAS SERVICE GENERAL SERVICE RATE

SECTION 1: To any Domestic, Commercial or Industrial Customer for general service, manufacturing, processing and/or building heating and/or cooling at any one location subject to any governmental restrictions which may affect the Company's ability to provide new or additional gas service.

BASE RATE (RATE EXCLUSIVE OF THE INCLUDIBLE COST OF GAS SUPPLIES)

Customer Charge

\$5.45 per month

For the first 1,000,000 cu. ft. used per month

15.808 cents per Ccf

For all over 1,000,000 cu. ft. used per month

9.588 cents per Ccf

\*Rates will apply if bills are paid within fifteen (15) days of the date the bill is postmarked, otherwise rates will be subject to adjustment in accordance with Section 5 or successors thereto.

#### RECOVERY OF INCLUDIBLE COST OF GAS SUPPLIES:

Pursuant to Chapter 4901:1-14, Ohio Administrative Code, and by the terms of this tariff, the total rate per Ccf shall consist of the base rate plus the appropriate gas cost recovery rate. The gas cost recovery rate and accordingly the total rate per Ccf shall be subject to adjustment in accordance with the Gas Cost Recovery Rider, Section 8 (Chapter 4901:1-14, Ohio Administrative Code). Ohio Gas Company's current gas cost recovery rate is contained in the relevant Quarterly Report on file with the Public Utilities Commission of Ohio and is set forth, in summary form, in Appendix I attached hereto.

Issued: December 21, 2007

Effective: January 1, 2008

Filed Under Authority of Case No. 07-1109-GA-PIP Issued by Richard P. Hallett, President Bryan, Ohio

Fifteenth Revised Sheet No. 1 (Cancels Fourteenth Revised Sheet No. 1) Page 2 of 2

## P.U.C.O. No. 1 GAS SERVICE

GENERAL SERVICE RATE (continued)

#### RECONNECTION CHARGE:

Where Ohio Gas Company reconnects or reestablishes gas service to the same customer at the same premises during regular business hours (business hours are 9:00 a.m. to 4:30 p.m. Monday through Friday, except holidays), a charge of \$20.00 shall be collected. If said service is provided at a time other than regular business hours, a charge of \$30.00 shall be collected.

#### INTERIM EMERGENCY AND TEMPORARY RIDER:

Monthly charges computed under this schedule shall be adjusted in accordance with the Interim Emergency and Temporary Rider for Recovery of Percentage of Income Payment Plan Arrearages as set forth on Ninth Revised Sheet 2 or successors thereto.

issued: December 21, 2007 Effective: January 1, 2008

Filed Under Authority of Case No. 07-1109-GA-PIP
Issued by Richard P. Hallett, President
Bryan, Ohio

Fourteenth Revised Sheet No. 2 (Cancels Thirteenth Revised Sheet No. 2)

#### OHIO GAS COMPANY

#### P.U.C.O. No. 1

#### FEDERAL INCOME TAX BASE RATE CREDIT RIDER:

For so long as the Federal Income Tax Rate applicable to corporations is 34%, the base rate specified on Ninth Revised Sheet 1 or its successors, shall be reduced by 6.7 cents per Mcf.

INTERIM EMERGENCY AND TEMPORARY RIDER FOR RECOVERY OF PERCENTAGE OF INCOME PAYMENT PLAN ARREARAGES:

In addition to all other rates and charges applicable to service provided under the General Service Rate, customers receiving service pursuant to said rate shall pay an additional amount per Mcf. The monthly charge may be revised in accordance with the Public Utilities Commission of Ohio's order in Case No. 87-244-GE-UNC. The current recovery of Percentage of Income Payment Plan Arrearages is \$0.0041 per Mcf billed.

#### BAD CHECK CHARGE

In the event a customer supplies Ohio Gas Company with a check or other instrument for which the customer does not have sufficient funds to permit Ohio Gas Company to obtain cash in exchange for such check or instrument, an additional charge of \$10.00 shall be added to the billed amount.

#### GAS STORAGE CREDIT RIDER

The Gas Storage Credit Rider is applicable to all volumes served under the General Service and Transportation Rates for as long as Ohio Gas Company's Community Energy Partnership Program is in operation. The amount of the rider is \$0.00535 per Ccf.

Issued: July 15, 2016

Effective: August 1, 2016

Twelfth Revised Sheet No. 3 (Cancels Eleventh Revised Sheet No. 3)

#### P.U.C.O. No. 1

#### **GAS SERVICE**

#### GROSS RECEIPTS EXCISE TAX RIDER

The Gross Receipts Excise Tax Rider is applicable to all gas cost recovery charges billed by the Company under all of its current rate schedules.

All bills shall be adjusted for the Ohio gross receipts excise tax on gas cost recovery revenues at a rate of 4.970%.

#### UNCOLLECTIBLE EXPENSE RIDER

Applicability. Applicable to all volumes served under the General Service and Transportation Rates. An additional charge shall be applied to all volumes for service rendered to recover costs associated with uncollectible accounts arising from those customers responsible for paying the Uncollectible Expense Rider. The Company shall file an application with the Public Utilities Commission of Ohio requesting approval to change the rate if the Company determines that an adjustment of more than plus or minus ten percent is needed to adjust for prior period over- or under-collections. The current Uncollectible Expense Rider rate is \$0.0038 per Mcf.

Issued: July 28, 2016 Effective: August 1, 2016

Second Revised Sheet 4

P.U.C.O. No.1

SECTION 3: DEPOSITS

Prospective consumers may be required to make deposits to guarantee the payment of bills for service as provided by Section 4933.17, Revised Code and Chapter 4901:1-17, Ohio Administrative Code, which is hereby incorporated herein by reference as each is from time to time amended. A rate of 6% per annum will be paid on the aforementioned deposits unless a rate of interest is otherwise specified by Chapter 4901:1-17, Ohio Administrative Code.

SECTION 4: RULES AND REGULATIONS REGARDING TERMINATION OF RESIDENTIAL GAS SERVICE

PURSUANT TO THE PUBLIC UTILITIES COMMISSION OF OHIO'S ORDER OF NOVEMBER 23, 1983 IN CASE NO. 83-303-GE-COI, CHAPTER 4901:1-18, OHIO ADMINISTRATIVE CODE IS HEREBY INCORPORATED HEREIN BY REFERENCE AS EACH IS FROM TIME TO TIME AMENDED TO THE EXTENT SAID CHAPTER IS LAWFUL. A COPY OF CHAPTER 4901:1-18 IS AVAILABLE FOR INSPECTION AT THE COMPANY'S OFFICES.

Issued: December 1, 1983

Effective: December 1, 1983

Issued by J. L. Tuttle, President Bryan, Ohio

Filed in response to Order of the Public Utilities Commission of Ohio in Case No. 83-505-GA-AIR

Original Sheet 5

#### P.U.C.O. No. 1

- No disconnects may be made for other than safety reasons or at the customer's request on either a bank or company holiday or weekend.
- No delinquent bill disconnections may be made after 12:30 p.m. on Friday or the day preceding an area bank or company holiday.
- 3. The company will provide the appropriate County Welfare Department with a listing of those customers whose utility service has been disconnected for delinquent bills within 24 hours of such action.
  - (a) In addition to 3., the utility will provide appropriate procedures to ensure a personal contact prior to disconnection or that same day notice be given the appropriate welfare department.
- 4. The company will provide for notification of one party, with such party's written authorization, in addition to the County Welfare Department for those customers desiring such additional notification. Such notification by the company will be given by forwarding in duplicate "final notice" to the designated third party.
- 5. Those company employees actually performing the disconnect shall be authorized to accept payment in lieu of disconnection. That employee, however, will not be authorized to make any extended payment arrangements.

Filed under authority of orders issued by the Public Utilities Commission of Chio in the following cases;

Issued: May 3, 1978

Case Nos. 77-536-GE-COI

Effective: May 3, 1978 Section 4

78-761-GA-UNC

Effective: February 15, 1978

Issued by J. L. Tuttle, President Bryan, Chio

Original Sheet 6

P.U.C.O. No. 1

#### C. Reinstitution of Service

Reinstitution of service that has been disconnected for deliquent bills or that is subject to the company's disconnect procedures will be made pursuant to the following provisions:

- Upon payment or proof of payment for service that was previously disconnected, plus any customer charges that may have accrued, reinstatement of service shall be made by the close of the following regular utility working day.
- If service is discontinued and the customer wishes to guarantee the reinstatement of service the same day on which payment is rendered the following conditions must be met.
  - The customer must make payment in the company business office or an authorized collection agency of the company, or provide proof of payment, and notify the company no later than 12:30 p.m. that reinstatement of service is requested the same day.
  - The customer must sign an agreement to pay b. the additional utility incurred cost for reinstatement of service if such occurs after normal utility business hours. charge: shall be \$3.00. This fee shall be collected at the time of payment or rendered with the customer's next monthly billing.
- If payment is made to a utility employee whose original purpose was to disconnect the service, then a charge of \$3.00 shall be assessed on the customer's next billing. Service which otherwise would have been discontined shall remain intact.
- If a quarantor is required in order to re-establish service then the guarantor must sign an acknowledgement of willingness to accept the responsibility.

Filed under authority of orders issued by the Public Utilities Commission of Chio in the following cases

Effective: May 3, 1978

Case Nos. 77-536-GE-COI

Effective: May 3, 1978

78-761-GA-UNC Section 4

J. L. Tuttle, President Effective: February 15, 1978

Issued by:

Bryan, Onio

(Reserved for Future Use)

Issued: October 1, 1981 Case No. 79-632-GE-UNC Effective: October 1, 1981

Issued by J. L. Tuttle, President

Bryan, Ohio

Third Revised Sheet 8

P.U.C.O. No. 1

SECTION 5: BILLING AND LATE PAYMENT

Bills are due within 15 days of the postmark thereon and become delinquent if not paid within such 15 days. If the customers shall fail to pay any bill within 15 days of the date thereon, the customer shall be subject to a one-time 5% late payment charge calculated on the total amount due. If a residential customer shall fail to pay any bill within 15 days of the postmark thereon, the company shall take such action as necessary pursuant to Section 4. If a non-residential customer shall fail to pay any bill within 15 days of the postmark, the company may upon notice discontinue service to said customer. Customer deposits shall be utilized to liquidate past due bills where possible.

Filed under authority of the Public Utilities Commission of Ohio's Entry in the following case:

Case No. 80-663-GA-AIR

Issued: May 19, 1981

Effective: May 23, 1981

Issued by J. L. Tuttle, President

Bryan, Ohio

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OHIO GAS COMPANY

P.U.C.O. No. 1

SECTION 6: CURTAILMENT OF GAS SERVICE AND ENFORCEMENT OF CURTAILMENT

Pursuant to the Opinion and Order of the Public Utilities Commission of Ohio in Case Numbers, 77-138-GA-AGC and 78-998-GA-AGC, issued on June 1, 1977 and January 24, 1979 respectively, customers of Ohio Gas Company may have their natural gas service curtailed during periods when inadequate supplies of natural gas exist to meet their total demands. Curtailment of customers shall take place in the following order with residential requirements being the last to be subjected to curtailment:

1. Residential requirements;

 Commercial and public authority requirements in excess of plant protection;

3. All remaining industrial requirements in excess of plant protection and all commercial and public authority buildings on a pro-rata basis, with a 30% curtailment limit on the commercial and public authority buildings;

. Industrial requirements for boiler fuel use of more

than 50 Mcf per day.

A customer of Ohio Gas Company which is subjected to curtailment by the Company may have its service terminated in the event the customer fails to restrict its gas consumption to authorized amounts. In such situations, Ohio Gas Company shall provide the customer and the Public Utilities Commission of Ohio written notification of its intention to terminate gas service two (2) business days prior to terminating service. Any termination of service carried out pursuant to this provision shall continue until the customer is entitled to gas under the curtailment plan specified herein. Any customer receiving notice of termination of gas service may request the Public Utilities Commission of Ohio to stay the termination provided just cause can be shown as to why the termination should not be permitted.

In addition to termination of service, a customer which exceeds its authorized gas usage may be required to compensate Ohio Gas Company for the customer's proportionate share of the additional costs, if any, the Company incurs as a result of the customers's conduct. As utilized herein, the additional costs recoverable from overrun customers shall include: the cost of any additional gas purchases caused by the overrun; the cost of any penalty which is actually assessed to Ohio Gas Company by its supplier because of the overrun; and, the cost of feedstock associated with production of propane air required because of overruns.

Filed under authority of orders issued by the Public Utilities Commission of Ohio in the following cases:

Issued: November 30, 1979 Case Nos. 77-536-GE-COI Effective: December 1, 1979 78-761-GA-UNC 77-623-GA-AIR 78-998-GA-AGC

Issued by J. L. Tuttle, President

Bryan, Ohio

Third Revised Sheet No. 10 (Cancels Second Revised Sheet No. 10)
Page 1 of 3

# P.U.C.O. No. 1 GAS SERVICE GENERAL SERVICE RULES AND REGULATIONS

SECTION 7.

EXTENSIONS OF GAS DISTRIBUTION MAINS AND SERVICE LINES

Ohio Gas Company will extend its distribution mains for the furnishing of gas on any dedicated street or highway without imposing a specific charge on the consumer for such extension so long as at least one consumer on an average of each 100 feet of pipe in the street or highway in which the extension is to be run shall first agree to take a supply of gas at the applicable rate, measurement to be taken from the end of the nearest distribution main with adequate capacity. Where application for service is made and when providing such service would require an extension of a main in excess of an average of 100 feet for each applicant for service Ohio Gas Company may enter into an extension agreement with the applicant or applicants providing for a deposit with Ohio Gas Company of a sum deemed adequate by Ohio Gas Company to cover the cost to be incurred by it for that portion of the extension in excess of the average of 100 feet for each applicant to be served. The agreement covering the main extension must be signed by the owner of the premises to be served. Moreover, if the applicant elects the monthly payment option in the main extension agreement, as more fully described below, said agreement shall require the applicant to inform the prospective and subsequent owners at the premises of the monthly payment terms and conditions. The applicant and the Company must agree on meter location and point of delivery of gas before any piping is laid or installed on the premises to be served.

When an extension of the Company's main to serve an applicant amounts to more than 100 feet per customer, the Company shall offer an applicant who is an end-use customer the option of making the required payment in the form of: a) a one-time deposit, or b) a monthly payment. An applicant who is not an end-use customer shall not be eligible for the monthly payment option. If the Company determines, in its sole judgment, that the nature of a main extension is such that it puts the Company at undue risk of recovery, the Company may require different arrangements as a condition of such main extension. The required payment(s) shall be determined as follows:

Issued: September 21, 2001

Effective: October 1, 2001

Filed Under Authority of Case No. 01-1828-GA-ATA

Issued by Richard P. Hallett, President Bryan, Ohio

SEP 2 1 2001

Third Revised Sheet No. 10 (Cancels Second Revised Sheet No. 10) Page 2 of 3

- a) The one-time deposit shall equal the estimated construction cost, net of the applicable entitlement extension footage for each permanent customer initially connected to the main extension.
- b) Where the applicant has elected the monthly payment option, said monthly payment shall be billed to the applicant or subsequent customers at the same premises for the shorter of a period of 7 years or until the cost of the main extension is included in the rates and charges for service and shall be considered part of the utility bill subject to disconnection of service for non-payment. monthly payment shall equal that amount needed to compensate Ohio Gas for the embedded cost of service associated with the main extension. Such cost of service shall include operation and maintenance expense including taxes, depreciation, and return on rate base reflected in the current rates on the construction cost, net of the applicable entitlement extension footage. The monthly payment amount shall be determined by an economic feasibility study based on recovery of the embedded cost of service of the main extension and related facilities. The Company shall retain for the duration of the payment period the economic feasibility study setting forth the embedded cost of service and provide it to the customer(s) upon request.

Where a one-time deposit is received by Ohio Gas Company pursuant to a main extension agreement, said deposit shall be subject to refund within a period of 10 years from the date of the main extension agreement at a rate equivalent to the rate per 100 feet deposited. In no event shall the amount of a refund of a one-time main extension deposit exceed the amount deposited. No refund of a one-time main extension deposit shall be made after 10 years from the date of the main extension agreement and such deposit shall, over such period, become the property of Ohio Gas Company. One-time main extension deposits shall bear no interest. No reimbursement applies to the further extensions or lateral extensions of the main.

september 21, 2001

Effective: October 1, 2001

SEP 2 1 2001

Issued by Richard P. Hallett, President Bryan, Ohio

Filed Under Authority of Case No. 01-1828-GA-ATA

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Third Revised Sheet No. 10 (Cancels Second Revised Sheet No. 10)
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Where the applicant has elected the monthly payment option, the Company shall credit such monthly payment commencing when each additional customer connects to the main extension. Such credit shall be the embedded cost of service associated with 100-foot entitlement of each additional customer using the methodology consistent to the original monthly payment calculation. In no case shall the monthly credit for additional customers exceed the initial monthly payment. No reimbursement applies to the further extensions or lateral extensions of the main.

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

Ohio Gas Company may enter into a service line extension agreement with the applicant or applicants providing for the recovery of such amount, as Ohio Gas deems adequate to install that portion of the service line required to furnish gas service to the applicant. The applicant shall be responsible for the entire cost of any service line required to furnish gas service on the applicant's premises. All service lines shall remain the property of Ohio Gas Company and said Company shall have the right of access to said service lines for repairs, maintenance, leak surveys, replacement and other reasonable purposes.

The Company'shall have the option of offering the customer one of two methods of payment for service line extensions: a) a lump sum payment, or b) a monthly payment. The monthly payment option shall be for up to 5 years and include carrying charges. Where the customer has agreed to the monthly payment offered by the Company, the monthly payment shall be billed to the applicant or subsequent customers at the same premises for a period of up to 5 years and shall be considered part of the utility bill subject to disconnection of service for non-payment. The agreement covering the service line extension must be signed by the owner of the premises to be served. If the applicant has agreed to the monthly payment option offered by the Company, the agreement shall require the applicant to inform the prospective and subsequent owners at the premises of the monthly payment terms and conditions.

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# Section 9: Transportation Services

### Definitions

As used in conjunction with transportation service, the following terms shall have the meanings indicated below:

- A. The term "gas" shall mean the gas that is redelivered to Customer's meter at the Redelivery Point, and made available to Company under this schedule.
- B. The term "month" shall mean calendar month or the period of approximately one month in length based on the Customer's billing cycle as established by the Company.
- C. The term "Mcf" shall mean one thousand (1,000) cubic feet measured at a pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch with correction for super compressibility and at a temperature of sixty degrees (60°) Fahrenheit.
- D. The term "delivery point" shall mean the location at which the Customer first delivers its gas to the Company.
- E. The term "redelivery point" shall mean the location where gas is metered for delivery to Customer's premises for billing purposes. In the case of a Customer Group, the "redelivery point" shall be the billing meter for each member of the Customer Group,
- F. The term "nomination" shall mean the quantity of gas which customer will have delivered to the Delivery Point for redelivery by the Company for the relevant period. It is understood that the ultimate nomination each month must take into account the Company's allowance for unaccounted-for gas ("UFG") and any similar reductions made by other transporters.
- G. The term "imbalance" shall mean the daily difference between the quantity delivered by Customer to Company at the Delivery Point and the quantity consumed by the Customer as measured at the Redelivery Point. It is understood that quantity received by Company at the Delivery Point must exceed the quantity measured at the Redelivery Point by the Company's unaccounted-for gas ("gas"). An imbalance exists when actual receipts adjusted for unaccounted-for gas are either greater or less than actual deliveries. The term "day" or "daily" shall have the same meaning as established by the supplier that makes Customer's gas available to Company at the Delivery Point.

The term "Commission" shall mean the Public Utilities Commission of Ohio.

The term "firm" shall indicate the quality of service provided under the terms and conditions of the schedule with Company providing service absent a force majeure condition.

The term "interruptible" shall indicate the quality of service provided under the terms and conditions of this schedule with Company providing service only when available each day based upon the reasonable judgment of the Company. Whenever the Company decides it is desirable for operational, gas supply, capacity, safety, or economic considerations, Company

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may discontinue service under this schedule provided that the Company shall attempt to provide verbal notice of such discontinuation. Company's failure to provide notice under this schedule and its failure to provide notice prior to discontinuance of service shall not give rise to any claim, cause of action or right in Customer being well within the nature of service provided hereunder.

- K. The term "index" shall be the monthly value determined based upon the published price for the Texas, Oklahoma region reported in the table "Prices of Spot Gas Delivered to Panhandle Eastern Pipe Line Company" ("PEPLC") in the first issue of "Inside F.E.R.C.'s Gas Market Report" for the month in which deliveries are made. In the event this publication ceases to exist as a convenient reference, the value shall be determined based upon accepted industry practice as applied to the determination of prices for first of the month spot purchases from the same region and delivered to PEPLC.
- L. The term "Customer" means an individual, governmental or cooperate entity taking transportation service hereunder where the gas is delivered to Company for the Customer using gas supply allocation, upstream capacity allocation, allocation of responsibility for existing gas supply and related services previously used by Company to provide bundled or transportation service to the Customer and billing methods developed for such purpose.
- M. The term "Customer Group" means two or more Customers who combine their gas requirements and purchase gas from a designated pool or program or supplier(s) where the gas is delivered to Company for the group using gas supply allocation, upstream capacity allocation, allocation of responsibility for existing gas supply and related services previously used by Company to provide bundled or transportation service to any or all members of the Customer Group and billing methods developed for such purpose.
- N. The term "Company" means Ohio Gas Company, its successors and assigns.

# **Applicability**

Transportation service pursuant to this schedule consists of delivery of Customer owned or supplied gas volumes injected by or on behalf of Customer into Company's facilities for redelivery by Company. Company provides no assurance of continued delivery of gas in the event of interruption of the Customer's supply. Subject to capacity constraints, transportation service under this schedule is available to Company's Customers who: (1) enter into a transportation service agreement; (2) have purchased or otherwise arranged for a supply of natural gas of acceptable quality; and (3) have made arrangements to establish metering or other monitoring equipment which may be reasonably necessary to permit Company to satisfy Customer's service needs as well as the needs of Company's other customers. The Customer must qualify for transportation service under the P.U.C.O. Gas Transportation Program Guidelines, must have requested Company transport such gas and have provided for the delivery of such gas to a point on the Company's existing system which is acceptable to Company for redelivery at a point on the Company's system which is acceptable to Company reserves the right to decline requests to provide service and discontinue service whenever rendering such service would be detrimental to the operation of its system. Notwithstanding this tariff offering, Company may continue to enter into transportation service arrangements pursuant to Section 4905.31, Revised Code

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when, in its judgment, the circumstances warrant a specific arrangement to address the nature of the service to be provided. Nothing in this schedule shall be understood to indicate that Company shall not provide transportation service in accordance with ordinances enacted by municipalities provided such ordinances are accepted by the Company. The different types of transportation service are as follows:

- A. Firm Service. Company shall allocate and reserve pipeline capacity of Company's facilities on behalf of Customer for redelivery of Customer's supply for consumption by Customer.
- B. Interruptible Service. Company shall accept Customer's supply for redelivery to Customer based on the expected or actual available capacity of Company's facilities. Interruptible capacity shall be determined after considering all capacity commitments relative to General Service Rate customers and firm transportation.

### Term

Customers that elect to request transportation service will be required to execute a written service agreement prior to the commencement of any service. Unless otherwise agreed, service agreements shall provide for a primary term of three (3) years, continuing thereafter on a year to year basis subject to cancellation by the Company or the Customer on 180 days' written notice or as otherwise agreed by Company.

# Capacity

Where the Company has agreed to provide the Customer with firm service requested by the Customer, service agreements shall specify the Company's pipeline capacity allocated to and reserved on behalf of Customer for redelivery of Customer's supply, recognizing Company's unaccounted-for gas. Company's obligation to accept Customer's supply for redelivery for Customer' consumption of all volumes in excess of the Customer's firm capacity shall be best efforts.

# **Unaccounted-for Gas**

Unless otherwise agreed, the Customer shall have the right to retain, pursuant to this schedule, 100% of the gas delivered to the Company, less the average system-wide unaccounted-for gas percentage.



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### **Transportation Rates**

The rates and charges for transportation services will be as follows:

A. Base Rates. Firm and interruptible service Base Rates shall not exceed the amounts specified below as adjusted to reflect the effect of all riders and other applicable charges. For customers electing transportation service on and after December 31, 1996, the Base Rates may be adjusted by Company to permit Company to recover the Customer's or Customer Group's appropriate share of unavoidable gas supply related costs incurred by Company to meet the requirements of the Customer or Customer Group as those requirements would otherwise exist but for the election. Company shall attempt to reduce and eliminate such unavoidable costs provided that such efforts do not place its other customers at an economic or service disadvantage. Base Rates, at the Redelivery Point, for firm service before adjustment for unavoidable gas supply related costs and applicable riders are as follows:

Customer charge:

\$5.45 per Redelivery Point per month

For the first 1000 Mcf per month For all over 1000 Mct per month \$1.7418 per Mcf per month \$1.1198 per Mcf per month

B. Riders. The Base Rates shall be subject to the same riders that apply to the Company's General Service Rate and its successors.

The above Base Rates do not reflect the sale of gas supply by the Company to the Customer or Customer Group but are transportation charges. As a result of actions by the Federal Energy Regulatory Commission and the Commission, the Company has been authorized to recover so-called pipeline supplier take-or-pay or transition costs from its customers. An additional charge, determined on the same basis as the similar charge which is applicable to system supply customers, shall be added to the above Base Rates and charges to permit Company to fully recover such costs unless the Company and Customer agree otherwise.

All Customers that elect to become transportation Customers on or after December 31, 1996 shall continue to pay for transition or take-or-pay costs on the same basis and in the same amount as they would have paid had they remained a system supply Customer.

#### **Imbalances**

Customer's daily gas consumption at the Redelivery Point shall equal the daily volume of gas Customer delivers to Company at the Delivery Point (subject to the adjustment for unaccounted-for gas) plus or minus five percent (5%). For each Mcf of positive or negative imbalance in excess of five percent (5%) each day (excess imbalance), and unless otherwise agreed. Customer shall pay to Company an imbalance fee as follows:

Α. If a negative excess imbalance exists, Customer shall be obliqated to pay to Company a sum (in addition to all other charges specified herein) equal to the higher of (1) the total

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amount of the negative imbalance multiplied by the rates and charges in the Company's General Service Rate and its successors on file and approved by the Commission including the applicable charge for the cost of purchased gas, or (2) the highest penalty amount incurred by Company as a result of or in connection with such imbalance pursuant to an interstate pipeline tariff multiplied by the imbalance quantity. The first block in said Rate shall be used for such purpose. This additional charge does not entitle Customer to rely upon Company to secure a supply of gas or provide standby or partial service but merely represents a means of eliminating the imbalance condition to the extent Company has gas available to it without imposing additional cost on system supply customers.

B. If a positive excess imbalance (actual daily volume of Customer's gas delivered to Company for redelivery to Customer adjusted for unaccounted-for gas more than five percent (5%) greater than actual gas consumption.), the Company shall eliminate the imbalance by purchasing the excess imbalance according to the following schedule:

Percentage Imbalance Level	Sales Price
0-5	No sale
> 5-10	.9 x Index
> 10-20	.7 x index
> 20	.5 x Index

### Title to Gas

Any Customer taking transportation service pursuant to this schedule warrants that it has title to the gas delivered to Company free and clear of all claims and covenants and agrees to indemnify and hold harmless Company from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or attributable to the adverse claims of any and all other persons or parties to such gas.

# **Best Efforts Monthly Balancing Service**

Monthly balancing service may be selected by the Customer and shall be a required service when Customer causes a positive or negative excess imbalance to exist. Balancing service does not relieve the Customer of the responsibility to avoid an imbalance condition. Unless otherwise agreed, monthly balancing service is a "best efforts" service which involves the Company's use of storage capacity and capabilities to hold, on a best efforts basis, excess daily deliveries of Customer's gas for use by Customer to meet balancing requirements. Customer's opportunity to use such storage capacity and capabilities is subordinate to the Company's intended or actual use to meet the expected or actual requirements of system supply and General Service Rate customers and Company does warrant or quarantes that Customer will, at all times, have access to monthly balancing services. Additionally, the ability of company to use such storage capacity and capabilities to provide monthly balancing services

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on a best efforts basis is dependent on the performance of third parties and not subject to Company's control.

The rate for best efforts monthly balancing service shall be \$.04 per Mcf transported per month. Payment of the applicable charges for monthly balancing service will permit Customer to balance consumption with deliveries on a monthly basis provided that Customer's monthly imbalance shall not exceed five percent (5%) of the Customer's consumption for the same month. In the event that the monthly imbalance is in excess of five percent (5%), the customer shall eliminate the excess imbalance in the subsequent month. For each Mcf of positive or negative imbalance in excess of five percent (5%) each month (excess imbalance), Customer shall pay to Company an imbalance fee as follows:

- A. If a negative excess imbalance exists, Customer shall be obligated to pay to Company a sum (in addition to all other charges specified herein) equal to the higher of (1) the total amount of the negative imbalance multiplied by the rates and charges in the Company's General Service Rate and its successors on file and approved by the Commission including the applicable charge for the cost of purchased gas, or (2) the highest penalty amount incurred by Company as a result of or in connection with such imbalance pursuant to an interstate pipeline tariff multiplied by the imbalance quantity. The first block in said Rate shall be used for such purpose. This additional charge does not entitle Customer to rely upon Company to secure a supply of gas or provide standby or partial service but merely represents a means of eliminating the imbalance condition to the extent Company has gas available to it without imposing additional cost on system supply customers.
- B. If a positive excess imbalance [actual monthly volume of Customer's gas delivered to Company for redelivery to Customer adjusted for unaccounted-for gas more than five percent (5%) greater than actual gas consumption] is not eliminated in the month following its creation, the Company shall eliminate the imbalance by purchasing the excess imbalance according to the following schedule:

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Percentage Imbalance Level	Sales Price
0-5	No sale
> 5-10	,9 x Index
> 10-20	.7 x Index
> 20	.5 x Index

In addition to the other rates and charges specified herein, the Customer shall reimburse the Company for all costs incurred by the Company, including penalties or overrun charges payable to pipe lines, as a result of variations in the amount of gas consumed by the Customer at the Redelivery Point and the amount of gas Customer delivers to Company at the Delivery Point. In addition to the charges specified herein, Company shall have the right (as stated in the general terms specified below) to terminate service as a result of Customer's failure to satisfy Customer's balancing obligations. Nothing in this schedule as a result of Customer's failure to satisfy Customer's balancing obligations.

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# Record Keeping and Meter Reading

Customer shall provide Company such daily meter reading information that Company shall reasonably request for purposes of administering Customer's transportation service. It is understood that the Company shall be entitled to rely upon Customer's records and meter readings for all such purposes.

# Quality

The gas made available to Company by Customer for redelivery shall be of quality equal to or better than the quality specifications contained in the tariffs or contracts governing Company's purchase of gas from its interstate pipeline or other suppliers. It is understood that the Company shall have no obligation to accept volumes made available by Customer in the event gas does not meet these quality specifications.

### **General Terms and Conditions**

- A. Services provided under this schedule are subject to all Federal, State of Ohio and local laws and to the orders, rules and regulations of any federal, State or local agencies having jurisdiction thereof.
- B. Company shall invoice Customer on a monthly basis and all invoices shall be due and payable within fifteen (15) days of the date the invoice is postmarked. All invoices not paid by the due date shall be increased by five percent (5%) of the amount not timely paid each month. In the event Customer supplies Company with a check or other instrument which is supported by insufficient funds, Customer shall be pay such additional charges as may be payable according to Company's General Service Rate and its successors.

The Company, at its sole election, may terminate service under this schedule in the event Customer fails to cause its gas supply to be made available to Company at the Delivery Point to match the gas supply consumed at the Redelivery Point. 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 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.

Customers electing transportation service understand that the Company may no longer consider Customer's gas requirements in arranging for system supply which Company purchases. By selecting service under this schedule, Customer releases Company from any

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obligation Company may have to provide service to Customer as a system supply customer under tariffed rates and charges applicable to general service customers.

- E. 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 of a different character.
- F. Company does not hereby assume the risk of and shall not be responsible for any injury or damage that occurs as a result the a failure of Customer's gas supply to reach the Delivery Point or as a result of acts of God, force majeure events, emergencies, riots, strikes, insurrections or the acts of third parties, regulators or government that prevent Company from providing transportation service to Customer.
- G. The Company may offer transportation service at rates that are downwardly flexible from the base rates and best efforts balancing service rate specified above. The rates may be flexed downward to a rate or charges that recover all variable cost of service and provides some contribution to the Company's fixed costs of providing service. Reduced rates may be determined based on competitive services available to the customer, the quality (firm or interruptible) of service, the Company's need to achieve load preservation, or the economic recovery of costs incurred by the Company and shall be subject to: (1) the requirements of Section 4905.31, Revised Code as such requirements may apply based on the determinations of the Commission; or, (2) the requirements of Article XVIII, Section 5 of the Ohio Constitution and the lawful acts of units of local government.

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# Uniform Purchased Gas Adjustment

4901:1-14-01	Definitions.
4901:1-14-02	Purpose and scope.
4901:1-14-03	Applicability.
4901:1-14-04	Reports.
4901:1-14-05	Gas cost recovery rate.
4901:1-14-06	Customer billing.
4901:1-14-07	Audits.
4901:1-14-08	Hearings.
4901:1-14-09	Tariffs.
4901:1-14-10	Exemptions.
Appendix A	Gas cost recovery rate calculation.
Appenidx B	Weighted average gas cost recovery
1122-11	rate.
Appendix C	Final incremental gas cost rates.
G xitnegga	Sample certificate of accountability.
* * <b>*</b> * * *	

# 4901:1-14-01 <u>Definitions</u>.

For purposes of this chapter:

- (A) "Commission" means the public utilities commission.
- (B) "Gas company" and "natural gas company" have the meanings set forth in section 4905.03 of the Revised Code.

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- (C) "Purchased gas adjustment clause" has the meaning set forth in section 4905.302 of the Revised Code.
- (D) "Gas" means any vaporized fuel transported or supplied to consumers by a gas or natural gas company, including, but not limited to natural gas, synthetic gas, liquefied natural gas, and propane.
- (E) "Synthetic gas" means gas formed from feedstocks other than natural gas, including but not limited to coal, oil, or naphtha.
- (F) "Gas cost recovery rate" means the quarterly updated gas cost adjustment determined in accordance with rule 4901:1-14-05 of the Administrative Code and "Appendix A" to this chapter.
- (G) "Mcf" means a unit of gas equal to one thousand cubic feet.
- (H) "Ccf" means a unit of gas equal to one hundred cubic feet.
- (I) "Gas costs" or "cost of gas" means the cost to a gas or natural gas company of obtaining the gas which it sells to its customers. The cost of gas shall include the transportation and storage charges of interstate pipeline suppliers to the extent that those charges are incorporated in the commodity rates or demand charges. The cost of gas does not include the cost of utility storage.
- (J) "Customer" means each billing account of a gas or natural gas company.

- (K) "Special purchase" has the meaning set forth in section 4905.302 of the Revised Code.
- (L) "Self-help arrangement" means an arrangement between a gas or natural gas company and a customer providing for the transportation of gas owned by the customer from the point of production to the point of consumption.
- (M) "Includable gas supplies" means:
  - (1) Primary gas supplies;
  - (2) Includable propane; and
  - (3) Utility production volumes.
- (N) "Primary gas supplies" means:
  - (1) Supplies of natural gas or liquified natural gas obtained from interstate pipeline suppliers, except short term supplies, provided that supplies of gas ordered incrementally priced by the federal energy regulatory commission may not be included as primary gas supplies unless such supplies are purchased under contracts approved by the commission;
  - (2) Supplies of synthetic gas purchased under agreements approved by the commission under section 4905.303 of the Revised Code, and other supplies of synthetic gas, except short term supplies, purchased under contracts approved by the commission:
  - (3) Supplies of gas obtained from other gas or natural gas companies;
  - (4) Supplies of gas, other than utility production volumes from old wells, obtained from Ohio producers;
  - (5) Supplies of gas made available to a gas or natural gas company under self-help arrangements;

- (6) Special purchases of natural gas not included in short term supplies; and
- (7) Utility production volumes from new wells provided that such volumes are priced at the lower of either: (a) the price currently being paid by the utility to independent Ohio producers for gas from like wells or (b) the lowest commodity rate currently being paid by the utility to any of its interstate pipeline suppliers.
- (O) "Includable propane" means:
  - (1) Propane used for peak shaving purposes; and
  - (2) Propane used for volumetric purposes at the end of a supply period to avoid monetary penalties, provided that the company promptly notifies the commission in writing of such usage.
- (P) "Otility production volumes" means all volumes of pas, other than synthetic gas, produced by a gas in natural gas company, or by a subsidiary or affiliate of a gas or natural gas company, unless the rates or charges for such production are subject to the jurisdiction of the federal energy regulatory commission.
- (O) "Current direct cost of production" means the production and gathering expenses associated with utility production volumes from old wells which are included in accounts 750 through 769 of the "Uniform System of Accounts for Class A and B Gas Utilities," and accounts 710, 711, 713, 714, 715, 716, 717, and 719 of the "Uniform System of Accounts for Class C and D Gas Utilities."
- (R) "Production unit cost" means the current direct cost of production expressed in dollars and cents per Mcf.
- (S) "Short term supplies" means all special purchases of gas, to the extent that those purchases decrease the level of curtailment to any customer or class of customers, except special purchases approved by the commission under section 4905.303

of the Revised Code. For purposes of this chapter, a special purchase decreases curtailment to a class of customers if curtailment of that class is reduced, maintained at the same level, or increased to a lesser degree as a result of the special purchase.

- (T) "Total sales" means all sales of includable gas supplies to retail customers. "Total sales" does not include volumes transported to consumers under self-help arrangements.
- (U) "Jurisdictional sales" means total sales, less sales to customers under municipal ordinance rates, except sales under municipal ordinances which have adopted, by reference or otherwise, rates established by the commission.
- (V) "Unit book cost" means the cost of total sales expressed in dollars and cents per Mcf as calculated using standard accounting methods acceptable to the commission and the gas or natural gas company's independent auditors. SUBMITTING THE CERTIFICATE OF ACCOUNTABILITY AS REQUIRED UNDER PARAGRAPH (C) OF RULE 4901:1-14-07 OF THE ADMINISTRATIVE CODE.
- (W) "Commodity rate" means the commodity portion of gas costs billed by a gas or natural gas company's suppliers expressed in follars and cents per Mcf. For purposes of the calculations required under rule 4901:1-1:-05 of the Administrative Code, "commodity rate" means the commodity rate which is expected to be in effect on the fifth day after the effective date of the new gas cost recovery rate to be determined under that rule.
- (X) "Monthly demand charge" means the monthly demand portion of gas costs billed by a gas or natural gas company's suppliers expressed in dollars and cents per Mcf. For purposes of the calculations required under rule 4901:1-14-05 of the Administrative Code, "monthly demand charge" means the monthly demand charge which is expected to be in effect on the fifth day after the effective date of the new gas cost recovery rate to be determined under that rule.

- (Y) "Utility storage" means storage facilities operated and maintained by a gas or natural gas company, or by a subsidiary or affiliate of a gas or natural gas company, unless the charges for such facilities are incorporated in commodity rates or monthly demand charges filed with or approved by the federal energy regulatory commission.
- (2) "Reconciliation adjustment" means a positive or negative adjustment to future gas cost recovery rates ordered by the commission pursuant to rule 4901:1-14-06 or 4901:1-14-08 of the Administrative Code.
- (AA) "Supplier refund" means a refund from an interstate pipeline company ordered by the federal energy regulatory commission, including interest where ordered, where such refund is received as one lump sum payment or credit.
- (BB) "Expected gas cost" means the weighted average cost of primary gas supplies, utility production from old wells, and includable propane expressed in dollars and cents per Mcf and determined in accordance with "Appendix A" to this chapter.
- (CC) "Alternative fuel price" has the meaning set forth by the federal energy regulatory commission in accordance with Title II of the Natural Gas Policy Act, as follows: "For any specific incrementally priced industrial facility, which is subject to such requirements and which is located in any region, shall be an amount not lower than the price, per million Btu's, for number 6 high sulfur fuel oil determined by the commission to be paid in such region by industrial users of such fuel, if and to the extent the commission determines, after an opportunity for written and oral presentation of views, data, and arguments, that a reduction is necessary to prevent increases in the rates and charges to residential, small, commercial, and other high priority users of natural gas which would result from a reallocation of costs caused by the conversion of such industrial facility or facilities from natural gas to other fuels, which conversion is likely to occur if the level of the

appropriate alternative fuel cost were not so reduced, the price will be set at the reduced level."

- (DD) "Composite base rate for gas" means the weighted average regional rate for all nonexempt customers based on activity for the period.
- (EE) "MSAC surcharge rate" means the maximum surcharge absorption capability per Mcf as determined in accordance with rule 4901:1-14-05 of the Administrative Code and "Appendix C" to this chapter.
- (FF) "Nonexempt customer" has the meaning set forth by the federal energy regulatory commission in accordance with Title II of the Natural Gas policy Act, as follows: "Any industrial boiler fuel facility other than any such facility which has been exempted from the incremental pricing program in accordance with part 282 of the federal energy regulatory commission's rules and regulations."
- (GG) "Exempt customer" has the meaning set forth hy the federal energy regulatory commission in accordance with Title II of the Natural Gas Policy Act; as follows: "The incremental pricing provisions of this part, shall only apply to industrial facilities which use natural gas as a boiler fuel. In addition, in accordance with the provisions of sections 206(a),(b), and (c) of MGPA natural gas used for the following purposes shall be exempt from incremental pricing under this part:
  - (a) All gas used for boiler fuel by an industrial boiler fuel facility which was:
    - in existence on November 9, 1978; and
    - (2) did not consume more than an average of three hundred Mcf per day for boiler fuel during any calendar month of calendar year 1977;
  - (b) All gas used for an agricultural use;

- (c) All gas used in a school, hospital or similar institution;
- (d) All gas used for the generation of electricity by an electric utility; and
- (e) All gas used in a qualifying cogeneration facility."
- (HH) "Region" has the meaning set forth by the federal energy regulatory commission in accordance with Title II of the Natural Gas Policy Act, as "(1) As of December 20, 1979, and until the date that alternative fuel price ceilings are published for thirty-one metropolitan regions, as provided in paragraph (b)(2) of this section, the incremental pricing regions used for purposes of this part shall be each of the forty-eight states within the continental United States. For such period of time, the alternative fuel price ceilings applicable to the District of Columbia shall be the ceilings published for Maryland. (2) After the day that alternative fuel price ceilings are published for the thirty-one metropolitan regions, as provided in paragraph (b)(2) of this section, the incremental pricing regions used for purposes of this part shall be: (i) the thirtyone metropolitan regions; and (ii) the forty-eight regions consisting of the area of each of the contiguous forty-eight states of the continental United States which is not included within any metropolitan region."
- (II) "GCRF" means the quarterly updated final gas cost recovery rate for customers as determined in accordance with Chapter 4901:1-14 of the Administrative Code and "Appendix C" to this chapter.
- (JJ) "GCRN" means the monthly updated final gas cost recovery rate for nonexempt customers as determined in accordance with Chapter 4901:1-14 of the Administrative Code and "Appendix C" to this chapter.
- (KK) "IPS" means the incremental pricing surcharge rate per Mcf for each nonexempt customer which shall be the difference between (1) the total cost of the customer's nonexempt purchases at the

effective base rate and GCRP and (2) the total cost of an equivalent amount of alternate fuel at the alternate fuel price ceiling, divided by the customer's total nonexempt purchases.

- (LL) "Average rate" means the total charge to each nonexempt customer calculated under the company's effective rate schedule (before application of IPS) divided by the total purchases by the customer in the period.
- (MM) "MGCR" means the updated gas cost recovery rate utilized in the calculation of the MSAC surcharge rate as determined in accordance with Chapter 4901:1-14 of the Administrative Code and "Appendix C" to this chapter.
- (NN) "An old well" is a well where drilling commenced before the effective date of this amended rule.
- (00) "A new well" is either: (1) a well where drilling commenced after the effective date of this
  amended rule or (2) an old well which is completed to a different pool one year after the
  effective date of this amended rule.
- (PP) "Pool" has the meaning set forth in paragraph (A)(8) of rule 1501:9-1-01 of the Administrative Code.

Case No. 84-91-GE-ORD Eff.

CERTIFICATION

Mary Ann Orlinski, Secretary

Date

Promulgated under R.C. Section 111.15
Rule Amplifies: 15 U.S.C.
Section 3301, R.C. Section 4905.302
Amended: October 21, 1978, January 1, 1980,
July 16, 1980, December 4, 1982

4901:1-14-02 Purpose and Scope.

The purpose of this chapter is to establish a uniform purchased gas adjustment clause to be included in the schedules of gas and natural gas companies subject to the jurisdiction of the commission. The provisions of this chapter establish a gas cost recovery process, which is designed to separate the cost of gas from all other costs incurred by gas or natural gas companies, and to provide for each company's recovery of the cost of its includable gas supplies from its customers by means of the quarterly updated gas cost recovery rate-AND OTHER PROVISIONS OF THIS CHAPTER. The provisions of this chapter also establish investigative procedures and proceedings, including periodic reports, audits, and hearings, to examine the arithmetic and accounting accuracy of the gas costs reflected in each company's gas cost recovery rate, and to review each company's gas production and purchasing policies to the extent that those policies affect the gas cost recovery rate.

CASE NO. 79-1171-GA-COI EFF. JANUARY 1, 1980

CERTIFICATION

DAVID M. POLK, SECRETARY

DATE

PROMULGATED UNDER R.C. SECTION 111.15 RULE AMPLIFIES 15 U.S.C. SECTION 3301 4901:1-14-03 Applicability.

The provisions of this chapter shall apply to all gas and natural gas companies subject to the jurisdiction of the commission, with respect to all schedules of rates established or approved by the commission, including, but not limited to rate schedules approved or established under sections 4905.31, 4909.19, and 4909.39 of the Revised Code. The provisions of this chapter shall not apply to municipal ordinance rates established under section 743.26 or 4909.34 of the Revised Code or Article XVIII, Section 4 of the Ohio Constitution, except in instances where a municipal ordinance adopts, by reference or otherwise, rates established by the comission.

THE PROVISIONS OF "APPENDIX C" TO THIS CHAPTER SHALL BECOME EFFECTIVE ON JANUARY I, 1980, OR AT SUCH LATER DATE AS TITLE II OF THE NATURAL GAS POLICY ACT OF 1978 IS IMPLEMENTED; SHALL TERMINATE ONE MONTH AFTER THE EFFECTIVE DATE OF THE IMPLEMENTATION BY THE FEDERAL ENERGY REGULATORY COMMISSION OF REGULATIONS DETERMINING THE ALTERNATE FUEL PRICE CEILING ON A BASIS OTHER THAN HIGH SULFUR NO. 6 FUEL OIL; OR ONE MONTH AFTER THE EFFECTIVE DATE OF IMPLEMENTATION BY THE FEDERAL ENERGY REGULATORY COMMISSION OF REGULATIONS EXPANDING THE APPLICATION OF TITLE II OF THE NATURAL GAS POLICY ACT UNDER THE AUTHORITY OF SECTION 202 OF THAT ACT; OR IMMEDIATELY UPON TERMINATION OF TITLE II OF THE NATURAL GAS POLICY ACT, WHICHEVER OCCURS FIRST.

CASE NO. 79-1171-GA-COI EFF. JANUARY 1, 1980

CERTIFICATION

DAVID M. POLK, SECRETARY

DATE

PROMULGATED UNDER R.C. SECTION 111.15 RULE AMPLIFIES 15  $\overline{U}.\overline{S}.C.$  SECTION 3301

4901:1-14-04 Quarterly Reports.

Each gas or natural gas company subject to the provisions of this chapter shall submit quarterly gas cost recovery reports to the commission, in such form as the commission requires. The filing date for each such report shall be established by the commission. Each quarterly report shall contain:

- (A) An updated gas cost recovery rate, determined in accordance with rule 4901:1-14-05 of the Administrative Code and "Appendix A" to this chapter;
- (B) The data and calculations used to determine the updated gas cost recovery rate; and
- (C) Such other information as the commission requires.
- (D) EACE GAS OR NATURAL GAS COMPANY SUBJECT TO THE ...PROVISIONS OF THIS CHAPTER SHALL SUBMIT FINAL GAS COST RECOVERY REPORTS TO THE COMMISSION, IN SUCH FORM AS THE COMMISSION REQUIRES. THE FILING DATE FOR EACH SUCH REPORT SHALL BE ESTABLISHED BY THE COMMISSION. EACH REPORT SHALL CONTAIN:
  - (1) AN UPDATED FINAL GAS COST RECOVERY RATE,
    DETERMINED IN ACCORDANCE WITH RULE 4901:1-14-05
    OF THIS ADMINISTRATIVE CODE AND "APPENDIX C" TO
    THIS CHAPTER;
  - (2) THE DATA AND CALCULATIONS USED TO DETERMINE THE UPDATED FINAL COST RECOVERY RATE, AND
  - (3) SUCH OTHER INFORMATION AS THE COMMISSION REQUIRES.

CASE NO. 79-1171-GA-COI EFF. JANUARY 1, 1980

CERTIFICATION

DAVID M. POLK, SECRETARY

DATE

PROMULGATED UNDER R.C. SECTION 111.15 RULE AMPLIFIES 15  $\overline{\underline{u}}$ . $\overline{\underline{s}}$ . $\underline{c}$ . SECTION 3301

### 4901:1-14

# 4901:1-14-05 Gas cost recovery rate.

- (A) The gas cost recovery rate equals:
  - (1) The gas or natural gas company's expected gas cost for the upcoming quarter; plus or minus
  - (2) The supplier refund and reconciliation adjustment, which reflects:
    - (a) Refunds received from the gas or natural gas company's interstate pipeline suppliers plus eix TEN per cent annual interest except the jurisdictional portion of refunds applicable to the period prior to January 1, 1980, which are ultimately determined to be payable for sales to nonexempt industrial users which shall be paid in a lump-sum payment as approved by the commission; and
    - (b) Adjustments ordered by the commission following hearings held under rule 4901:1-14-08 of the Administrative Code, plus eax TEN per cent annual interest; plus or minus
  - (3) The actual adjustment, which compensates for differences between the previous quarter's expected gas cost and the actual cost of gas during that quarter and adjustments resulting from the MSAC refund balancing calculation in accordance with "Appendix C" to this chapter; plus or minus
  - (4) The balance adjustment, which compensates for any under or over collections which have occurred as a result of prior adjustments.

# 4901:1-14-06 Customer Billing.

- (A) (1) Unless otherwise ordered by the commission, the QUARTERLY UPDATED gas cost recovery rate filed in accordance with rule 4901:1-14-04 of the Administrative Code shall become effective and shall be applied to customer bills for service rendered on/OR and after the thirtieth day following the filing date established by the commission, or, at the option of the gas or natural gas company, on/OR and after the first day of the month following the thirtieth day after the filing date established by the commission. The commission may at any time order a reconciliation adjustment as a result of errors or erroneous reporting.
  - (2) UNLESS OTHERWISE ORDERED BY THE COMMISSION, THE UPDATED FINAL GAS COST RECOVERY RATE FILED IN ACCORDANCE WITH RULE 4901:1-14-04 OF THIS ADMINISTRATIVE CODE SHALL BECOME EFFECTIVE AND SHALL BE APPLIED TO CUSTOMER BILLS ON OR AFTER THE FILING DATE ESTABLISHED BY THE COMMISSION. THE COMMISSION MAY AT ANY TIME ORDER A RECONCILIATION ADJUSTMENT AS A RESULT OF ERRORS OR ERRONEOUS REPORTING.
- (B) Except as provided in paragraphs (C) and (D) of this rule, if the gas cost recovery rate changes during a customer's billing cycle, the gas or natural gas company shall apply a weighted average gas cost recovery rate to its customer bills. The weighted average gas cost recovery rate shall be determined in accordance with "Appendix B" to this chapter.
- (C) If the gas cost recovery rate changes during a customer's billing cycle, and if the customer's actual daily consumption is known by the gas or natural gas company, the company may, instead of applying a weighted average gas cost recovery rate, apply each gas cost recovery rate which was effective during the billing cycle to the volumes actually consumed when that rate was in effect.
- (D) The commission may, upon the request of a gas company, and for good cause shown, exempt the company from the requirement that it apply weighted

average gas cost recovery rates to its customer bills. In determining whether to grant such requests, the commission shall consider:

- (1) The number of customers served by the company;
  - (2) The cost to the company and its customers of determining weighted average gas cost recovery rates; and
  - (3) Such other factors as the commission considers appropriate.
- (E) Each gas or natural gas company shall indicate on each customer bill:
  - (1) The gas cost recovery rate expressed in dollars and cents per mcf or ccf; and
  - (2) The total charge attributable to the gas cost recovery rate expressed in dollars and cents.

CASE NO. 79-1171-GA-COI EFF. JANUARY 1, 1980

CERTIFICATION

DAVID M. POLK, SECRETARY

DATE

PROMULGATED UNDER R.C. SECTION 111.15 RULE AMPLIFIES 15  $\overline{U}.\overline{S}.C.$  SECTION 3301

# 4901:1-14-07 Audits.

- (A) The commission shall conduct, or cause to be conducted, periodic FINANCIAL AND MANAGEMENT/ PERFORMANCE audits of each gas or natural gas company subject to the provisions of this chapter. Unless otherwise ordered by the commission, the audits shall be conducted annually. Except as provided in paragraph (B) of this rule, and unless otherwise ordered by the commission, each audit shall be conducted by a qualified independent auditing firm selected by the eempany and approved by the commission. ACCORDING TO PARAGRAPHS (C) AND (D) OF THIS RULE. The cost of each such audit shall be paid by the gas or natural gas company.
- (B) The commission may, upon the request of any party or upon its own initiative, conduct the audits required under this rule. In determining whether to do so, the commission shall consider:
  - (1) The number of customers served by the company;
  - (2) The cost of employing an independent auditor;
  - (3) The availability of the commission staff to conduct the required audits; and
  - (4) Such other factors as the commission considers appropriate.
- (C) Each audit conducted pursuant to this rule shall consist of:
  - (1) A financial audity to determine:
    - (a) whether the costs reflected in the company's gas cost recevery rate were incurred by the company;

- (c) whether the gas cost recovery rates were accurately applied to customer bills; and when ordered by the commission;
- (2) A performance audit to review selected aspects of the company's gas production and purchasing policies to the extent that those policies affect the gas cost recovery rater The specific areas of investigation for each performance audit shall be designated by the commission;
- (C) EACH GAS OR NATURAL GAS COMPANY, SO DESIGNATED BY THE COMMISSION, SHALL BE REQUIRED TO SUBMIT A CERTIFICATE OF ACCOUNTABILITY BY AN INDEPENDENT AUDITOR, AS DESCRIBED IN "APPENDIX D," ATTESTING TO THE ACCURACY OF FINANCIAL DATA PERTAINING TO THE PERIOD OF THE GAS COST RECOVERY RATE ACTIVITY DESIGNATED BY THE COMMISSION. REFERENCE SHOULD BE MADE TO ANY ERRORS OR DEVIATIONS FROM THE CALCULATIONS PRESCRIBED WITHIN CHAPTER 4901:1-14 OF THE ADMINISTRATIVE CODE.

  PURSUANT TO THIS RULE, THE COMPANY SHALL ASSURE THE COMMISSION THAT:
  - (1) THE COSTS RELFECTED IN THE COMPANY'S GAS COST RECOVERY RATES WERE PROPERLY INCURRED BY THE COMPANY;
  - (2) THE GAS COST RECOVERY RATES WERE ACCURATELY COMPUTED BY THE COMPANY; AND
  - (3) THE GAS COST RECOVERY RATES WERE. ACCUR-ATELY APPLIED TO CUSTOMER BILLS.
- (B) An audit report containing the findings and conclusions of each audit conducted pursuant to this rule shall be filed with the commission, at such time as the commission requires. The report shall also contain performance recommendations, if such recommendations are requested by the commission.
- (D) EACH GAS OR NATURAL GAS COMPANY, SO DESIGNATED BY THE COMMISSION, SHALL ENGAGE AN INDEPENDENT AUDITOR AND/OR CONSULTING FIRM TO CONDUCT A

MANAGEMENT/PERFORMANCE AUDIT OF THE COMPANY'S COMPLIANCE WITH THE PROVISIONS OF CHAPTER 4901:1-14 OF THE ADMINISTRATIVE CODE. COMMISSION SHALL DEVELOP A REQUEST FOR PRO-POSAL (RFP) DESIGNED TO SULICIT RESPONSES FOR CONDUCTING A MANAGEMENT/PERFORMANCE AUDIT. COMMISSION SHALL HAVE THE SOLE RESPONSIBILITY FOR SENDING OUT AND ACCEPTING ALL RESPONSES TO THE RFP AND SHALL SELECT THE COMPANY'S MANAGEMENT/ PERFORMANCE AUDITOR FOR THE DESIGNATED AUDIT THE MANAGEMENT/PERFORMANCE AUDIT REPORT SHALL IDENTIFY AND EVALUATE THE SPECIFIC ORGANIZA-TIONAL STRUCTURE, MANAGEMENT POLICIES, PROCEDURES, AND REASONING OF THE COMPANY'S EXISTING OR PROPOSED PROCUREMENT STRATEGY. THE REPORT SHALL ALSO CONTAIN MANAGEMENT RECOMMENDATIONS BASED ON AN EVALUTION OF THE COMPANY'S PERFORMANCE DURING THE AUDIT PERIOD PERTAINING TO THOSE AREAS DESIGNATED BY THE COMMISSION. THE MANAGEMENT/ PERFORMANCE AUDIT SHALL REVIEW SELECTED ASPECTS OF THE COMPANY'S GAS PRODUCTION AND PURCHASING POLICIES TO ASCEPTAIN WHETHER:

- (1) COMPANY PURCHASING POLICIES WERE DESIGNED TO MEET OBJECTIVES OF THE COMPANY'S SERVICE REQUIREMENTS;
- (2) PROCUREMENT PLANNING IS SUFFICIENT TO ENSURE RELIABLE SERVICE AT OPTIMAL PRICES; AND
- (3) THE COMPANY HAS REVIEWED EXISTING AND POTENTIAL SUPPLY SOURCES.

ADDITIONALLY, SPECIFIC AREAS OF INVESTIGATION FOR EACH MANAGEMENT/PERFORMANCE AUDIT MAY BE DESIGNATED BY THE COMMISSION.

# 4901:1-14-08 **EEARINGS**.

- (A) AT LEAST THIRTY DAYS AFTER THE FILING OF EACH AUDIT REPORT REQUIRED UNDER PARAGRAPH (D) OF RULE 4901:1-14-07 OF THE ADMINISTRATIVE CODE, THE COMMISSION SHALL HOLD A PUBLIC HEARING TO REVIEW:
  - (1) THE AUDIT FINDINGS, CONCLUSIONS, AND RECOMMEN-DATIONS; AND
  - (2) SUCH OTHER MATTERS RELATING TO THE GAS OR NATURAL GAS COMPANY'S GAS COST RECOVERY RATES AS THE COMMISSION CONSIDERS APPROPRIATE.
- (B) THE GAS OR NATURAL GAS COMPANY SHALL PUBLISH NOTICE OF THE HEARING REQUIRED UNDER PARAGRAPH (A) OF THIS RULE IN A NEWSPAPER OR NEWSPAPERS OF GENERAL CIRCULATION THROUGHOUT ITS SERVICE AREA AT LEAST FIFTEEN AND NOT MORE THAN THIRTY DAYS PRIOR TO THE SCHEDULED DATE OF HEARING.
- (C) AT LEAST THIRTY DAYS PRIOR TO THE SCHEDULED DATE OF HEARING, THE GAS OR NATURAL GAS COMPANY SHALL SUBMIT SUCH FACTS, DATA, OR INFORMATION RELATING TO ITS GAS COST RECOVERY RATES AS THE COMMISSION REQUIRES. THE COMMISSION MAY ALSO REQUIRE THAT THE COMPANY SUBMIT TESTIMONY RELATING TO VARIOUS ASPECTS OF ITS GAS COST RECOVERY RATES.
- (D) FOLLOWING THE CONCLUSION OF THE HEARING, THE COMMISSION SHALL ISSUE AN APPROPRIATE ORDER CONTAINING:
  - (1) A SUMMARY OF THE AUDIT FINDINGS, CONCLUSIONS, AND RECOMMENDATIONS; AND
  - (2) SUCH OTHER INFORMATION OR DIRECTIVES AS THE COMMISSION CONSIDERS APPROPRIATE.
- (E) THE COMMISSION MAY ADJUST THE COMPANY'S FUTURE GAS COST RECOVERY RATES BY MEANS OF A RECONCILIATION ADJUSTMENT AS A RESULT OF:
  - (1) ERRORS OR ERRONEOUS REPORTING;
  - (2) UNREASONABLE OR IMPRUDENT GAS PRODUCTION OR PURCHASING POLICIES OR PRACTICES; OR

. Case No. 84-91-GE-ORD Eff.

Mary Ann Orlinski, Secretary

Date

Promulgated under R.C. Sec. 111.15
Rule amplifies R.C. Secs.
4905.302,
4905.303
Amended: October 21, 1978

4901:1-14-08

(3) SUCH OTHER FACTORS, POLICIES, OR PRACTICES AS THE COMMISSION CONSIDERS APPROPRIATE.

CASE NO. 76-515-GA-ORD EFF.

CERTIFICATION

RICHARD L. SMITH, SECRETARY

(DATE)

PROMULGATED UNDER: R. C. SECTION 111.15
RULE AMPLIFIES: R. C. SECTIONS 4905.302
AND 4905.303

### 4901:1-14

- (B) The gas cost recovery rate shall be calculated on a company-wide basis, except as provided in paragraph (C) of this rule, in accordance with "Appendix A" to this chapter.
- (C) The commission may, upon the request of any party or upon its own initiative, permit the company to calculate different gas cost recovery rates for different geographical areas. In determining whether to do so, the commission shall consider:
  - (1) Whether the geographical areas involved are contiguous;
  - (2) Whether the cost of obtaining gas for each of the geographical areas involved can be separately identified;
  - (3) The manner in which the geographical areas involved have been treated in the cast; and
  - (4) Such other factors as the commission considers appropriate.
- (D) The final gas cost recovery rate shall be determined in accordance with paragraph (A) of this rule and the schedules set forth in "Appendix C" to this chapter.
- (E) The company may use as an alternative to a composite base rate for gas in its calculation of the final gas cost recovery rate as provided in paragraph (D) of this rule, in accordance with "Appendix C" to this chapter, a calculation based on the individual nonexempt customer's estimated average rate.

4901:1-14-10 EXEMPTIONS.

THE COMMISSION MAY, FOR GOOD CAUSE SHOWN, EXEMPT A GAS OR NATURAL GAS COMPANY FROM THE SPECIFIC PROVISIONS OF "APPENDIX C" OF THIS RULE PROVIDED THAT THE COMPANY PROPOSES AND THE COMMISSION APPROVES AN ALTERNATIVE METHOD OF DETERMINATION OF CHARGING FOR NONEXEMPT SALES WHICH TRACKS THE CHARGES APPLICABLE TO SUCH SALES THAT WOULD BE APPLIED PURSUANT TO PROVISIONS OF FEDERAL LAW AND PROVIDES AN APPROPRIATE METHOD TO RETURN TO THE CUSTOMERS OF THE COMPANY CHARGES IN EXCESS OF THOSE ALLOWED UNDER THIS RULE, EXCLUSIVE OF "APPENDIX C".

CASE NO. 79-1171-GA-COI EFF. JANUARY 1, 1980

CERTIFICATION

DAVID M. POLK, SECRETARY

(DATE)

PROMULGATED UNDER R.C. SECTION 111.15 RULE AMPLIFIES 15  $\overline{U}.\overline{S}.C.$  SECTION 3301

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adjustments of this type shall be described in the quarterly Gas Cost Recovery Report. All bulk supply volumes shall be corrected to standard temperature and pressure.

### (A) EXPECTED GAS COST

The Expected Gas Cost (EGC), expressed in dollars and cents per mcf, shall be determined as follows:

- (1) Vl\* = Commodity Rate for each source of Primary Gas Supplies.
- (2) V2 = Volumes Purchased from each source of Primary
- (3) V3 = Monthly Demand Charge fro each
  source of Primary Gas Supplies
- (4) V4 =  $\sum_{s=1}^{j} [(Vl_s \times V2_{sy}) + (12 \times V3_s)]$
- (5) V5 = Production Unit Cost
- (6) V6 = Utility Production Volumes
  FROM OLD WELLS
- $(7) V7 = V5 \times V6_{y}$
- (8) V8 = Book Cost of Includable Propane
- (9) V9 = Gallons of Includable Propane
- (10) V10 =  $V8 \times V9_{V}$
- (11) Vll = Total Sales
- (12) EGC =  $(V4 + V7 + V10) \div V11_y$

## (B) SUPPLIER REFUND AND RECONCILIATION ADJUSTMENT

The Supplier Refund and Reconciliation Adjustment (RA), expressed in dollars and cents per mcf, shall be determined as follows:

<sup>\*</sup>V-denotes Variable

### Appendix A

Gas Cost Recovery Rate Calculation

The Gas Cost Recovery Rate (GCR) shall be determined in accordance with the formulas set forth in this Appendix. For purposes of these calculations, the following subscripts shall be used:

- (1) "q" means the quarter which contains the three monthly accounting periods immediately prior to the most recently ended monthly accounting period.
- (2) "m" means each monthly accounting period in q.
  - (3) "y" means the period containing the twelve monthly accounting periods immediately prior to the most recently ended monthly accounting period.
  - (4) "p" means the time period between the effective date of the current Gas Cost Recovery Rate and the effective date of the Gas Cost Recovery Rate in effect immediately prior to the current rate.
  - (5) "z" means the time period between the effective date of the current Gas Cost Recovery Rate and the effective date of the Gas Cost Recovery Rate in effect approximately one year prior to the current rate.
  - (6) "n" means the quarter one year prior to the coming quarter during which the new Gas Cost Recovery Rate will be effective.
  - (7) "s" means each source of primary gas supplies.

Where the calculations require the use of volumes used during a given period, and those volumes did not exist for a particular source for the entire period, or the company expects the volumes to change substantially, the company may, upon prior approval of the commission, make appropriate adjustments in its calculations. Any

# Appendix B

# Weighted Average Gas Cost Recovery Rate

If the Gas Cost Recovery Rate (GCR) changes during a billing cycle, the Weighted Average Gas Cost Recovery Rate (WGCR) shall be determined as follows:

(1)	GCRL	=	The Gas Cost Recovery Rate in effect during the first part of the billing cycle
(2)	GCR2	=	The Gas Cost Recovery Rate in effect during the latter part of the billing cycle
(3)	v37	<b>=</b>	The total number of days in the billing cycle
(4)	v37.1	=	The total number of days in the billing cycle when GCR1 was in effect
(5)	v37.2	=	The total number of days in the billing cycle when GCR2 was in effect
(6)	WGCR	<del>=</del>	[GCR1 x (37.1 ÷ V37)] + [GCR2 x (V37.2 ÷ V37)]

(40) BA =  $V36 \pm V14_{n}$ 

### (E) GAS COST RECOVERY RATE

The Gas Cost Recovery Rate (GCR) shall be determined as follows:

(41) GCR = EGC - RA + AA + BA

- (27) V25 = V23 as used in computing the GCR in effect one quarter prior to the currently effective GCR
- (28) V26 = V23 as used in computing the GCR in effect two quarters prior to the currently effective GCR
- (29) AA = V23 + V24 + V25 + V26

### (D) BALANCE ADJUSTMENT

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The Balance Adjustment (BA), expressed in dollars and cents per mcf, shall be determined as follows:

- (30) V27 = V22 as used to compute the GCR in effect four quarters prior to the currently effective GCR
- (31) V28 = V23 as used to compute the GCR in effect four quarters prior to the currently effective GCR
- (32)  $V29 = V27 (V28 \times V14_z)$
- (34) V31 = V16 as used to compute the GCR in effect four quarters prior to the currently effective GCR
- $(35) V32 = V30 (V31 \times V14_z)$
- .(37) V34 = BA as used to compute the GCR in effect one quarter prior to the currently effective GCR
- $(38) \ V35 = V33 (V34 \times V14_p)$
- $(39) \ V36 = V29 + V32 + V35$

- (13) V12 = Reconciliation Adjustments ordered by the commission during q.
- (14) V13 = Supplier Refunds received during q
- (15) V14 = Jurisdictional Sales
- $\begin{array}{rcl} 1.0550^{*} \\ (16) \text{ V15} &=& 1.2326 \text{ [V12 + (V13 x (V14_V + V11y))]} \end{array}$
- (17) V16 = V15  $\div$  V14 $_{V}$
- (18) V17 = V16 as used in computing the currently effective GCR
- (20) V19 = V16 as used in computing the GCR in effect two quarters prior to the currently effective GCR.
- (21) RA = V16 + V17 + V18 + V19

### (C) ACTUAL ADJUSTMENT

The Actual Adjustment (AA), expressed in dollars and cents per mcf, shall be determined as follows:

- (22) V20 = Unit Book Cost of Total Sales
- (24) V22 =  $\int_{m=1}^{3} \{(V20_m V21) \times V14_m\}$
- (25)  $V23 = V22 + V14_y$
- (26) V24 = V23 as used in computing the currently effective GCR

4 TO REFLECT INCREASE IN INTEREST RATE GEDERED. IN 82-620-6A ORD SER

4901:1-14-09 TARIFFS.

EACH GAS OR NATURAL GAS COMPANY SUBJECT TO THE PRO-VISIONS OF THIS CHAPTER SHALL FILE TARIFFS WITH THE COMMISSION WHICH INCORPORATE THIS CHAPTER IN ITS EN-TIRETY.

CASE NO. 76-515-GA-ORD EFF.

CERTIFICATION

RICHARD L. SMITH, SECRETARY

(DATE)

PROMULGATED UNDER: R. C. SECTION 111.15
RULE AMPLIFIES: R. C. SECTIONS 4905.302
AND 4905.303

### APPENDIX C

### (A) Final Gas Cost Recovery Rates

The final gas cost recovery rates (GCRF and GCRN) shall be determined as follows:

- (1) V38 = Regional estimated alternative fuel price for the period plus applicable taxes as adjusted to \$/Mcf.
- (2) V39 = Regional estimated composite base rate for gas as determined by taking the weighted average rate for nonexempt customers for the period.

V38 - V39

(4) V41 = Regional estimated MSAC surcharge rate for the period.

V40 - MGCR

- (5) V42 = Regional estimated sales to nonexempt customers for the period.
- (6) V43 = Regional estimated credit available for the period.

V41 x V42

(7) V44 = Total estimated credit from all regions available for the period.

 $\sum_{R=1}^{1} [V43]$ 

(8) V45 = Total estimated sales from all regions for the period.

(9) V46 = Estimated MSAC credit per Mcf available for the period.

V44 + V45

(10) GCRF = Final gas cost recovery rate to be applied to the bills of exempt customers for the period.

MGCR - V46

- (12) GCRN = Final gas cost recovery rate to be applied to the bills of nonexempt customers for the period.

GCRF + IPS

### . (B) MSAC Credit Balancing Calculation

The total net adjustment from all regions to be applied to AA shall be determined as follows:

- (13) V47 = Actual sales to customers for the period.
- (14) V48 = Actual credit to customers for the period.

V47 x V46

- (15) V49 = Regional alternative fuel price as quoted for the period by the Energy Information Agency plus applicable taxes as adjusted to \$/Mcf.
- (17) V51 = Incremental pricing surcharge rate for each nonexempt customer for the period (cannot be less than zero).

V49 - V50

١,

(18) V52 = Actual nonexempt purchases by each nonexempt customer for the period.

(19) V53 = Actual MSAC for each nonexempt customer for this period.

V52 x [V51 + GCRF - MGCR]

(20) V54 = Total actual MSAC for all nonexempt customers for the period.

[V53]

(21) V55 = Total net adjustment from all regions to be applied to AA.

V48 ~ V54

(23) MGCR = Updated gas cost recovery rate which reflects the net of the MSAC balancing adjustment rate.

 $\frac{GCR}{Q=1} - \frac{4}{Q=1} (V56 + V11y)$ 

CC ... DANY NAME

Ohio Case Company, Case Nos. 17-1139-GA-AIR, et al., Scheduled

EXEMPT/NON-EXEMPT CCR CALCULATION PURSUANT TO TITLE II OF THE PARUMAL GAS POLICY ACT ( NGPA ) ESTIMMTED ALTERNATIVE FUEL PRICE & GCR IN EFFECT FOR THE PERIOD FROM

CCRF BILLED FOR THE PERIOD FROM

TO

TO ALTERNATIVE FUEL PRICE REFERENCE (SOURE\*)
\* ATTACH SUPPORTING REFERENCE

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	V38	V39	V40		VAl	V42	V43		FOR THE PERIOD		SE APPLIED TO BILLS 4 MINUS LINE 10 )	TO REPORTS FILED	OF DAIR FILED
PARTICULARS	ESTIMATED ALTEINALIVE FUEL PRICE FOR THE PERIOD	COMPOSITE BASE RATE FOR GAS ( ESTINATED )	(3) EQUALS: ADJUSTED ESTIMATED ALTERNATIVE FUEL PRICE FOR THE PERIOD	GCR IN EPPTROT FOR THE PERIOD	(5) EQUALS: MSAC SUNCHANGE RATE (≥0)	ESTIMATED SALES TO NON-EXEMPT CUSTOMERS FOR THE PERIOD	(7) EQUALS: ESTIMATED CREDIT AVAILABLE	(0) TUTAL ESTIMATED CHEDIT FROM ALL REGIONS	ESTINATED EXEMPT SALES	ESTIMATED MEAC CREDIT PER MCF	GAS COST RECOVERY RATE TO BE APPLIED TO BILLS OF EXITIPY CUSTOMERS (LINE 4 MINUS LINE 10)	TO HE LIFT HANK EXCEPT ON INTITAL REPORT AND REPORTS FILED WITH COARTERLY REVISIONS IN THE GOR	THES REPORT FILED PURSUANT TO ORDER NO.
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### Appendix D '

### Sample Certificate of Accountability

we have examined the quarterly filings of (company) which support the gas cost recovery (GCR) rates for the three-month periods ended (effective ending dates of GCR quarters being audited for conformity in all material respects with the financial procedural aspects of the uniform purchase gas adjustment as set forth in Chapter 4901:1-14 and related appendices of the Administrative Code. Our examination for this purpose was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances. We did not make a detailed examination such as would be required to determine that each transaction has been recorded in accordance with the finacial procedural aspects of Chapter 4901:1-14 and related appendices of the Administrative Code.

(company) has fairly determined the GCR rates for the three-month periods ended , , and in accordance with the financial procedural aspects of the uniform purchase gas adjustment as set forth in Chapter 4901:1-14 and related appendices of the Administrative Code and properly applied the GCR rates to customer bills.

(If applicable) specific findings presented for the attention of the commission are attached in a separate "Memorandum of Findings."

PREFACE Fifth Revised Sheet No. 1 (Cancels Fourth Revised Sheet No. 1)

**OHIO GAS COMPANY** 

### P.U.C.O. No. 1



Issued: September 21, 2001

Effective: October 1, 2001

Filed Under Authority of Case No. 01-1828-GA-ATA Issued by Richard P. Hallett, President Bryan, Ohio

### ORIGINAL SHEET TS-1

### OHIO GAS COMPANY

In order to recover the increased amount of state excise taxes imposed on the Ohio Gas Company (hereinafter Comp which results from the increased public utilities gross rece tax provisions set forth in Amended Substitute House Bi the 114th General Assembly of Ohio, the Company sall apply to the rates and charges set forth in its rate school las a surcharge The special increasing paid rates and charges by 0.71 tax adjustment surcharge shall be applied n all bills rendered on or after January 1, 1982.

uthorized by Order of The Public Utilities Commission of Ohio, Case No. 81-1408-AU-UNC dated

December 31, 1981

Effective: January 1, 1982

Issued by: J. L. Tuttle, Pres. Bryan, Ohio

Fifteenth Revised Sheet No. 1 (Cancels Fourteenth Revised Sheet No. 1) Page 1 of 2

### P.U.C.O. No. 1 GAS SERVICE GENERAL SERVICE RATE

SECTION 1: To any Domestic, Commercial or Industrial Customer for general service, manufacturing, processing and/or building heating at 1/or cooling at any one location subject to any governmental restrictions which may affect the Company's ability to provide new or additional gas service.

BASE RATE (RATE EXCLUSIVE OF THE INCLUDIBLE OF GAS SUPPLIES)

**Customer Charge** 

\$5.45 per month

For the first 1,000,000 cu. ft. used per month

15.808 cents per Ccf

For all over 1,000,000 cu. ft. used per month

9.588 cents per Ccf

\*Rates will apply if bills are paid within rifteen (15) days of the date the bill is postmarked, otherwise rate, will be subject to adjustment in accordance with Section 5 or successors there.

RECOVERY OF INCLUDIBLE COST OF GAS SUPPLIES:

Pursuant to Chapter 4901:1-14, Ohio Administrative Code, and by the terms of this tank the total rate per Ccf shall consist of the base rate plus the appropriate gas cost recovery rate. The gas cost recovery rate and accordingly the total attack. Ccf shall be subject to adjustment in accordance with the Gas Cost Recovery Rider, Section 8 (Chapter 4901:1-14, Ohio Administrative Code). Ohio Cas company's current gas cost recovery rate is contained in the relevant Cultrerly Report on file with the Public Utilities Commission of Ohio and is set both, in summary form, in Appendix I attached hereto.

Issued: December 21, 2007

Effective: January 1, 2008

Filed Under Authority of Case No. 07-1109-GA-PIP Issued by Richard P. Hallett, President Bryan, Ohio

Fifteenth Revised Sheet No. 1 (Cancels Fourteenth Revised Sheet No. 1) Page 2 of 2

P.U.C.O. No. 1 GAS SERVICE

GENERAL SERVICE RATE (continued)

RECONNECTION CHARGE:

Where Ohio Gas Company reconnects or reestablishes (as service to the same customer at the same premises during regular basin, as boy's (business hours are 9:00 a.m. to 4:30 p.m. Monday through A riday, except holidays), a charge of \$20.00 shall be collected. If said service is provided at a time other than regular business hours, a charge of \$30.00 shall be collected.

INTERIM EMERGENCY AND TEMPORARY RIDER:

Monthly charges computed under his schedule shall be adjusted in accordance with the Interim Emergency and Temporary Rider for Recovery of Percentage of Income Payment Plan Allearages as set forth on Ninth Revised Sheet 2 or successors thereto.

issued: December 21, 2007

Effective: January 1, 2008

Filed Under Authority of Case No. 07-1109-GA-PIP Issued by Richard P. Hallett, President Bryan, Ohio

Fourteenth Revised Sheet No. 2 (Cancels Thirteenth Revised Sheet No. 2)

### P.U.C.O. No. 1

### FEDERAL INCOME TAX BASE RATE CREDIT RIDER:

For so long as the Federal Income Tax Rate applicable to corporations 34%, the base rate specified on Ninth Revised Sheet 1 or its successors, shall be reduced by 6.7 cents per Mcf.

INTERIM EMERGENCY AND TEMPORARY RIDER FOR RECOVERY OF PERCENTAGE OF INCOME PAYMENT PLAN ARREAGED.

In addition to all other rates and charges applicable to service provided under the General Service Rate, customers receiving service pursuant to said rate shall pay an additional amount per Mcf. The monthly charge may be revised in accordance with the Public Utilities Commission of Ohio's order in Case No. 87-244-GE-UNC. The current recovery on Percentage of Income Payment Plan Arrearages is \$0.0041 per Mcf billed.

### **BAD CHECK CHARGE**

In the event a customer supplies Ohio Gas Company with a check or other instrument for which the customer does not have sufficient funds to permit Ohio Gas Company to obtain ash in exchange for such check or instrument, an additional charge of \$ 0.00 shall be added to the billed amount.

### GAS STORAGE CREDIT RIDER

The Pas-Storage Credit Rider is applicable to all volumes served under the General Service and Transportation Rates for as long as Ohio Gas Company's community Energy Partnership Program is in operation. The amount of the rider is \$0.00535 per Ccf.

Issued: July 15, 2016

Effective: August 1, 2016

Filed Under Authority of Case No. 16-411-GA-PIP Issued by Richard P. Hallett, President Bryan, Ohio

Twelfth Revised Sheet No. 3 (Cancels Eleventh Revised Sheet No. 3)

P.U.C.O. No. 1

**GAS SERVICE** 

### **GROSS RECEIPTS EXCISE TAX RIDER**

The Gross Receipts Excise Tax Rider is applicable to all gas cost charges billed by the Company under all of its current rate schedule

All bills shall be adjusted for the Ohio gross receipts excise tax on gas cost recovery revenues at a rate of 4.970%.

### UNCOLLECTIBLE EXPENSE RIDER

yeu under the General Service Applicability. Applicable to all volun and Transportation Rates. An additional cha ge shall be applied to all volumes for service rendered to recover costs associated with uncollectible accounts arising from those customers responsible for paying the Uncollectible Expense Rider. The Company shall file air application with the Public Utilities Commission of Ohio requesting approval to change the rate if the Company determines that an adjustment of more that plus or minus ten percent is needed to adjust for prior period over- or under-connections. The current Uncollectible Expense Rider rate is \$0.0038 per Mc

Issued: July 28, 2016

Effective: August 1, 2016

Second Revised Sheet 4

P.U.C.O. No.1

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SECTION 3: DEPOSITS

Prospective consumers may be required to make deposits to guarantee the payment of bills for service as provided by Section 4933.17, Revised Code and Chapter 4901:1-17, Ohio Administrative Code, which is hereby incorporated herein by reference as each is from time to time amended. A rate of 67 per annum will end on the aforementioned deposits unless a rate of interest at otherwise specified by Chapter 4901:1-17, Ohio Administrative Code.

SECTION 4: RULES AND REGULATIONS REGARDING TER INATION OF RESIDENTIAL GAS SERVICE

PURSUANT TO THE PUBLIC UTILITIES OMISSION OF OHIO'S ORDER OF NOVEMBER 23, 1983 IN CASE NO. 83-303-GE-COI, CHAPTER 4901:1-18, OHIO ADMINITAL E CODE IS HEREBY INCORPORATED HEREIN BY REFERENCE AS EACH IS FROM TIME TO TIME AMENDED TO THE EXTENT SAID CHAPTER IS LAWFUL. A COPY OF CHAPTER 4901:1-18 IS AVAILABLE FOR INSPECTION AT THE COMPANY'S OFFICES.

Issued: December 1, 1983

Effective: December 1, 1983

Issued by J. L. Tuttle, President Bryan, Ohio

Filed in response to Order of the Public Utilities Commission of Ohio in Case No. 83-505-GA-AIR

Original Sheet 5

P.U.C.O. No. 1

- 1. No disconnects may be made for other than safety reasons or at the customer's request on either a bank or company holiday or weekend.
- No delinquent bill disconnections may made after 12:30 p.m. on Friday or the day preceding an area bank or compan
- The company will provide the a ropr County Welfare Department with a listing of those customers whose utility service has been disconnected for deline ent bills with-in 24 hours of such action
  - In addition to 3. the utility will provide appropriate procedures to ensure a personal contact prior to disconnection of that same day notice be given the appropriate welfare department. ment.
- The company will provide for notification of one party, with such party's written authorization, in addition to the County Welfare Department for those putomers desiring such additional noti-fication. Such notification by the comment Such notification by the company will be given by forwarding in duplicate "final notice" the designated third party.
- those company employees actually performing the asconnect shall be authorized to accept payment in lieu of disconnection. That employee, however, will not be authorized to make any extended payment arrangements.

Filed under authority of orders issued by the Public Utilities Commission of Chio in the following cases;

Med: May 3, 1978 Case Nos. 77-536-GE-COI

Effective: Section 4

May 3, 1978

Effective: February 15, 1978

Issued by J. L. Tuttle, President Bryan, Chio

Original Sheet 6

P.U.C.O. No. 1

### C. Reinstitution of Service

Reinstitution of service that has been disconnected for deliquent bills or that is subject to the company's disconnect procedures will be made pursuant to the following provisions:

- 1. Upon payment or proof of payment for strike that was previously disconnected plus any customer charges that may have accided reinstatement of service shall A made by the close of the following regular stillly working day.
- 2. If service is discontinued and the customer wishes to guarantee the reinstatement of service the same day on which payment is re-dered the following conditions must be met.
  - a. The customer must make payment in the company husiness office or an authorized collection agancy of the company, or provide proof in payment, and notify the company no later than 12:30 p.m. that reinstate ent of service is requested the same day.
  - b. The customer must sign an agreement to pay the idditional utility incurred cost for reinstatement of service if such occurs after normal utility business hours. That charge shall be \$3.00. This fee shall be collected at the time of payment or rendered with the customer's next monthly billing.

If payment is made to a utility employee whose original purpose was to disconnect the service, then a charge of \$3.00 shall be assessed on the customer's next billing. Service which otherwise would have been discontined shall remain intact.

4. If a guarantor is required in order to re-establish service then the guarantor must sign an acknowledgement of willingness to accept the responsibility.

Filed under authority of orders issued by the Public Utilities Commission of Chio in the following cases

Effective: May 3, 1978

Case Nos. 77-536-GE-COI

Effective: May 3, 1978

78-761-GA-UNC

Section 4

Issued by: J. L. Tuttle, President

Effective: February 15, 1978

Bryan, Chio

First Revised Sheet 7

P.U.C.O. No. 1

(Reserved for Future Use)

Issued: October 1, 1981 Case No. 79-632-GE-UNC Effective: October 1,1981 Issued by J. L. Tuttle, President Bryan, Ohio

11 of 103

OHIO GAS COMPANY

Third Revised Sheet 8

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P.U.C.O. No. 1

SECTION 5: BILLING AND LATE PAYMENT

Bills are due within 15 days of the postmark thereon are become delinquent if not paid within such 15 days. If the customers shall fail to pay any bill within 15 days of the date thereon, the customer shall be subject to a one-time 5% late payment charge calculated on the total amount due. If a residential actioner shall fail to pay any bill within 15 days of the postmark thereon, the company shall take such action as necessary pursuant to Section 4. If a non-residential customer shall fail to pay any bill within 15 days of the postmark, the company may upon notice discontinue service to said customer. Customer deposits shall be utilized to liquidate past due fills where possible.



Filed onder authority of the Public Utilities Commission of Ohio's Entry in the following case:

Case No. 80-663-GA-AIR

Issued: May 19, 1981

Effective: May 23, 1981

Issued by J. L. Tuttle, President

Bryan, Ohio

Second Revised Sheet 9

P.U.C.O. No. 1

SECTION 6: CURTAILMENT OF GAS SERVICE AND ENFORCEMENT OF CURTAILMENT

Pursuant to the Opinion and Order of the Public Utilities Commission of Ohio in Case Numbers, 77-138-GA-AGC and 78-998-GA-AGC, issued on June 1, 1977 and January 24, 1979 respectively, customers of Ohio Gas Company may have their natural gas service curtailed during periods when inadequate supplies of natural gas exist to meet their total demands. Curtailment of customers shall take place in following order with residential requirements being the last to subjected to curtailment:

Residential requirements;

Commercial and public authority requirements excess of plant protection;

All remaining industrial requirements in exce plant protection and all commercial and authority buildings on a pro-rata basis, curtailment limit on the commercial are pub authority buildings;

Industrial requirements for boiler se of more than 50 Mcf per day.

A customer of Ohio Gas Company which is subjected to curtailment by the Company may have its service terminated in the event the customer fails to restrict its gas consumption to authorized amounts. In such situations, Ohio Gas Company shall provide the customer and the Public Utilities Commission of Ohio written notification of its intention to terminate gas sayvice two (2) business days prior to terminating service. Any termination of service carried out pursuant to this provision shall continue until the customer is entitled to gas under the urtailment plan specified herein. Any customer receiving notice of termination of gas service may request the Public Utilities Commission of Ohio to stay the termination provided just cause can be shown as to why the termination should not be permitte

In addition to termin Lion of service, a customer which exceeds its authorized gas wage may be required to compensate Ohio Gas Company for the customer proportionate share of the additional costs, if any, the Company incurs as a result of the customers's conduct. As utilized her in the additional costs recoverable from overrun customers shall include: the cost of any additional gas purchases caused man; the cost of any penalty which is actually assessed to by the Ohio (as) Company by its supplier because of the overrun; and, the fledstock associated with production of propane air required f overruns.

> Filed under authority of orders issued by the Public Utilities Commission of Ohio in the following cases:

Issued: November 30, 1979 Case Nos. 77-536-GE-COI Effective: December 1, 1979

78-761-GA-UNC 77-623-GA-AIR 78-998-GA-AGC

Issued by J. L. Tuttle, President

Bryan, Ohio

Third Revised Sheet No. 10 (Cancels Second Revised Sheet No. 10) Page 1 of 3

# P.U.C.O. No. 1 GAS SERVICE GENERAL SERVICE RULES AND REGULATIONS

SECTION 7.

EXTENSIONS OF GAS DISTRIBUTION MAINS AND SERVICE LINES

Ohio Gas Company will extend its distribution mains for the furnishing of gas on any dedicated street or highway without imposing a specific charge on the consumer for such extension so long as at least one consumer each 100 feet of pipe in the street or highway in whick the extension is to be run shall first agree to take a supply of gas at the applicable ate, n easurement to be taken from the end of the nearest distribution main whe adequate capacity. Where application for service is made and whep providing such service would require an extension of a main in excess of an average of 100 feet for each applicant for service Ohio Gas Company na control an extension agreement with the applicant or applicants providing it a diposit with Ohio Gas Company of a sum deemed adequate by Ohio Gas company to cover the cost to be incurred by it for that portion of the extension in excess of the average of 100 feet for each applicant to be served. The agreement covering the main extension must be signed by the owner of the ramises to be served. Moreover, if the applicant elects the monthly payment option in the main extension agreement, as more fully described below, aid agreement shall require the applicant to inform the prospective and substiquent owners at the premises of the monthly payment terms and conditions. The oplicant and the Company must agree on meter location and point of delivery of gas before any piping is laid or installed on the premises to be served.

When an extension of the Company's main to serve an applicant amounts to more than 100 feet per customer, the Company shall offer an applicant who is an end-use customer the option of making the required payment in the form of: a) a one-time derosit, or b) a monthly payment. An applicant who is not an end-use customer's all not be eligible for the monthly payment option. If the Company determines, in its sole judgment, that the nature of a main extension is such that to puts the Company at undue risk of recovery, the Company may require different arrangements as a condition of such main extension. The required payment(s) shall be determined as follows:

Issued: September 21, 2001

Effective: October 1, 2001

¡Filed Under Authority of Case No. 01-1828-GA-ATA

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SEP 2.1 2001

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Third Revised Sheet No. 10 (Cancels Second Revised Sheet No. 10) Page 2 of 3

- a) The one-time deposit shall equal the estimated construction cost, net of the applicable entitlement extension footage for each permanent customer initially connected to the main extension.
- Where the applicant has elected the monthly payment option b) monthly payment shall be billed to the applicant or subsequent customers at the same premises for the shorter of a purio years or until the cost of the main extension is included and charges for service and shall be considered part of the utility bill subject to disconnection of service for monthly payment shall equal that amount needed to compensate Ohio Gas for the embedded cost of service associated with the main extension. Such cost of service shall clude operation and maintenance expense including taxon depreciation, and return on rate base reflected in the current rates on the construction cost, net of the applicable entitlement of charles footage. The monthly payment amount shall be determined by an economic feasibility study based on recovery of the embedded cost of service of the main extension and related facilities. The Company shall retain for the duration of the payment period the economic feasibility study setting forth the expected cost of service and provide it to the customer(s) con request.

Where a one-time deposit is releived by Ohio Gas Company pursuant to a main extension agreement and indicates the main extension agreement at a rate equivalent to the rate per 100 feet deposited. In no event shall the amount of a refund of a one-time main extension deposit exceed the amount deposited. No refund of a one-time main extension deposit shall be made after 10 years from the date of the main extension agreement and such deposit shall, over such period, become the property of thio Gas Company. One-time main extension deposits shall bear no interest. No reimbursement applies to the further extensions or lateral extensions of the main.

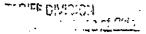
september 21, 2001

Effective: October 1, 2001

Filed Under Authority of Case No. 01-1828-GA-ATA

SEP 2 1 2001

Issued by Richard P. Hallett, President Bryan, Ohio



Third Revised Sheet No. 10 (Cancels Second Revised Sheet No. 10) Page 3 of 3

Where the applicant has elected the monthly payment option, the Company shall credit such monthly payment commencing when each additional customer connects to the main extension. Such credit shall be the embedded cost service associated with 100-foot entitlement of each additional customer us not the methodology consistent to the original monthly payment calculation or process shall the monthly credit for additional customers exceed the initial monthly payment. No reimbursement applies to the further extensions or theral extensions of the main.

Ohio Gas Company shall not be required to lay severe lines cross paved streets or highways or be required to make any extensions of as mains or lay any service lines during the months of December, January, February and March of any year.

Ohio Gas Company may enter into a service line extension agreement with the applicant or applicants providing for the ecc. In such amount, as Ohio Gas deems adequate to install that portion of the service line required to furnish gas service to the applicant. The applicant shall be responsible for the entire cost of any service line required to furnish gas service on the applicant's premises. All service lines shall remain the property of Ohio Gas Company and said Company shall have the right of access to said sovice lines for repairs, maintenance, leak surveys, replacement and other reachable purposes.

The Company'shall have the ortion of offering the customer one of two methods of payment for service, the mensions: a) a lump sum payment, or b) a monthly payment. The monthly payment option shall be for up to 5 years and include carrying charges. Where the customer has agreed to the monthly payment offered by the Company, the monthly payment shall be billed to the applicant or subsequent customers at the same premises for a period of up to 5 years and shall be considered part of the utility bill subject to disconnection of service for non-payment. The agreement covering the service line extension must be signed by the owner of the premises to be served. If the applicant has agreed to the monthly payment option offered by the Company, the agreement shall require the applicant to inform the prospective and subsequent owners at the premises of the monthly payment terms and conditions.

September 21, 2001

Effective: October 1, 2001

SEP 2 1 2001

Filed Under Authority of Case No. 01-1828-GA-ATA
Issued by Richard P. Hallett, President
Bryan, Ohio

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### P.U.C.O. No. 1

### Section 9: Transportation Services

### Definitions

As used in conjunction with transportation service, the following terms shall have the Indicated below:

- The term "gas" shall mean the gas that is redelivered to Customer's meter at 1 Point, and made available to Company under this schedule.
- B. The term "month" shall mean calendar month or the period of approne month in length based on the Customer's billing cycle as established by the
- The term "Mcf" shall mean one thousand (1,000) cub C. ed at a pressure of fourteen and seventy-three hundredths (14.73) poures per sq. super compressibility and at a temperature of sixty degrees (60°) are inch with correction for Fahrenheit.
- The term "delivery point" shall mean the location at which the Customer first delivers its gas to the Company.
- E. The term "redelivery point" shall mean the where gas is metered for delivery to Customer's premises for billing purpose in the case of a Customer Group, the "redelivery point" shall be the billing meter for each manber of the Customer Group.
- The term "nomination" shall mean the quantity of gas which customer will have delivered to the Delivery Point for redelivery by the Company for the relevant period. It is understood that the ultimate nomination each most have take into account the Company's allowance for unaccounted-for gas ("UFG") and any similar reductions made by other transporters. F.
  - The term "imbalance" all mean the daily difference between the quantity delivered by Customer to Company at the Delivery Point and the quantity consumed by the Customer as measured at the God ivery Point. It is understood that quantity received by Company at the Delivery Point must exceed the quantity measured at the Redelivery Point by the Company's unaccounted for gas" ("gas"). An imbalance exists when actual receipts adjusted for unaccounted for gas are either greater or less than actual deliveries. The term "day" or "daily" shall have the same meaning as established by the supplier that makes Customer's gas available to Company at the Delivery Point.

Commission' shall mean the Public Utilities Commission of Ohio.

term "firm" shall indicate the quality of service provided under the terms and conditions. e schedule with Company providing service absent a force majeure condition.

The term "interruptible" shall indicate the quality of service provided under the terms and conditions of this schedule with Company providing service only when available each day based upon the reasonable judgment of the Company. Whenever the Company decides it is desirable for operational, gas supply, capacity, safety, or economic considerations. Company

G.

Issued October 6, 1997

Effective October 6, 1997

Filed Under Authority of Case No. 97-648-GA-ATA

Issued by James L. Tuttle, President Bryan, Ohio

### P.U.C.O. No. 1

may discontinue service under this schedule provided that the Company shall attempt to provide verbal notice of such discontinuation. Company's failure to provide notice under his schedule and its failure to provide notice prior to discontinuance of service shall not give n to any claim, cause of action or right in Customer being well within the nature of service provided hereunder.

- The term "index" shall be the monthly value determined based upon the published price the Texas, Oklahoma region reported in the table "Prices of Spot Gas Panhandle Eastern Pipe Line Company" ("PEPLC") in the first issue of "In Gas Market Report" for the month in which deliveries are made. In the event this publication ceases to exist as a convenient reference, the value shall be determined based upon accepted industry practice as applied to the determination of prices for fire month spot purchases from the same region and delivered to PEPLC.
- The term "Customer" means an individual, governmentar erate entity taking transportation service hereunder where the gas is deferred to ampany for the Customer using gas supply allocation, upstream capacity allocation of responsibility for existing gas supply and related services previously used by oppony to provide bundled or transportation service to the Customer and billing methods developed for such purpose.
- re dustomers who combine their gas The term "Customer Group" means two or in requirements and purchase gas from all signal of program or supplier(s) where the gas is delivered to Company for the group using gas supply allocation, upstream capacity allocation, allocation of responsibility for exist to das supply and related services previously used by Company to provide bundled or transportation service to any or all members of the Customer Group and billing methods de eloped for such purpose.
- The term "Company" means fompany, its successors and assigns.

### Applicability

Transportation service pursuant to this schedule consists of delivery of Customer owned or supplied gas volumes injected by or to battle of Customer into Company's facilities for redelivery by Company. Company provides no assurance of continued delivery of gas in the event of interruption of the Subject to capacity constraints, transportation service under this schedule is Customer's supply available to Company. Costomers who: (1) enter into a transportation service agreement; (2) have purchased or othe wise imanged for a supply of natural gas of acceptable quality; and (3) have made standsh metering or other monitoring equipment which may be reasonably necessary arrangement to to permit 🕭 mpany to satisfy Customer's service needs as well as the needs of Company's other Colstomer must qualify for transportation service under the P.U.C.O. Gas Transportation idelines, must have requested Company transport such gas and have provided for the of such gas to a point on the Company's existing system which is acceptable to Company for elivery at a point on the Company's system which is acceptable to Company. Company reserves the to decline requests to provide service and discontinue service whenever rendering such service would be detrimental to the operation of its system. Notwithstanding this tariff offering, Company may continue to enter into transportation service arrangements pursuant to Section 4905.31. Revised Code

Issued October 6, 1997

Effective October 6, 1997

Filed Under Authority of Case No. 97-848-GA-ATA Issued by James L. Tuttle, President Bryan, Ohio

TARIFF DIVISION Public Utilities Comm 7 of Ohio

Original Sheet No. 15

### P.U.C.O. No. 1

when, in its judgment, the circumstances warrant a specific arrangement to address the nature of the service to be provided. Nothing in this schedule shall be understood to indicate that Company shall not provide transportation service in accordance with ordinances enacted by municipalities provided so ordinances are accepted by the Company. The different types of transportation service are as follows:

- A. Firm Service. Company shall allocate and reserve pipeline capacity of Company's in the on behalf of Customer for redelivery of Customer's supply for consumption by Customer.
- B. Interruptible Service. Company shall accept Customer's supply for redelivery to Customer based on the expected or actual available capacity of Company's facilities. Interruptible capacity shall be determined after considering all capacity commitments relative to General Service Rate customers and firm transportation.

### Term

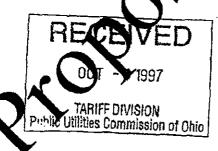
Customers that elect to request transportation service will be required to execute a written service agreement prior to the commencement of any service. Unless otherwise agreed, service agreements shall provide for a primary term of three (3) years, continuing the reafter on a year to year basis subject to cancellation by the Company or the Customer on 180 days written notice or as otherwise agreed by Company.

### Capacity

Where the Company has agreed to provide the Customer with firm service requested by the Customer, service agreements shall specify the Contrary pippline capacity allocated to and reserved on behalf of Customer for redelivery of Customer's supply, recognizing Company's unaccounted-for gas. Company's obligation to accept Customer's supply for red Every for Customer' consumption of all volumes in excess of the Customer's firm capacity shall be best efforts.

### Unaccounted-for Gas

Unless otherwise agreed and Customer shall have the right to retain, pursuant to this schedule, 100% of the gas delivered to a Company, less the average system-wide unaccounted-for gas percentage.



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First Revised Sheet No. 16 (Cancels Original Sheet No. 16)

### P.U.C.O. No. 1

### Transportation Rates

The rates and charges for transportation services will be as follows:

Base Rates: Firm and interruptible service Base Rates shall not exceed the amoun specified below as adjusted to reflect the effect of all riders and other applicable charge For customers electing transportation service on and after December 31, 1995 Rates may be adjusted by Company to permit Company to recover the Gust Customer Group's appropriate share of unavoidable gas supply related com-Company to meet the requirements of the Customer or Custom requirements would otherwise exist but for the election. Company reduce and eliminate such unavoidable costs provided that such efforts o not place its other customers at an economic or service disadvantage. Base Rates at the Redelivery Point for firm service before adjustment for unavoidable elated costs and applicable riders are as follows:

Customer charge:

\$5.45 per Redella

For the first 1000 Mcf per month.

\$1,7418 per Mcf per nonth \$1,1198 Mcf per month

For all over 1000 Mct per month

Riders. The Base Rates shall be subject to ders that apply to the Company's General Service Rate and its successor

The above Base Rates do not reflect the sale of gas supply by the Company to the Customer or Customer Group but are transportation charges. esult of actions by the Federal Energy Regulatory Commission and the Commission, the Company has been authorized to recover so-called pipeline supplier take-or-pay or transition costs from a customers. An additional charge, determined on the same basis as the similar charge which is applicable to system supply customers, shall be added to the above Base. Rates and charges to permit company to fully recover such costs unless the Company and Customer agree otherwise.

All Customers that elect to be sportation Customers on or after December 31, 1996 shall continue to pay for transition de take or pay costs on the same basis and in the same amount as they would have paid had they remain system supply Customer.

### Imbalances

Customer's daily ga consumption at the Redelivery Point shall equal the daily volume of gas Customer delivers to Con pany at the Delivery Point (subject to the adjustment for unaccounted for gas) plus or minus five (5%). For each Mcf of positive or negative imbalance in excess of five percent (5%) phalance), and unless otherwise agreed. Customer shall pay to Company an each\_d imbalani

> If a negative excess imbalance exists, Customer shall be obligated to pay to Company a sum (in addition to all other charges specified herein) equal to the higher of (1) the total

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Original Sheet No. 17

### P.U.C.O. No. 1

amount of the negative imbalance multiplied by the rates and charges in the Company's General Service Rate and its successors on file and approved by the Commission including the applicable charge for the cost of purchased gas, or (2) the highest penalty and incurred by Company as a result of or in connection with such imbalance pursuant to an interstate pipeline tariff multiplied by the imbalance quantity. The first block in said F shall be used for such purpose. This additional charge does not entitle Customer to u Company to secure a supply of gas or provide standby or partial service but represents a means of eliminating the imbalance condition to the extent Commany available to it without imposing additional cost on system supply customers.

If a positive excess imbalance (actual daily volume of Custom elivered to Company for redelivery to Customer adjusted for unaccounted-for e than five percent (5%) greater than actual gas consumption.), the Comp eliminate the imbalance by purchasing the excess imbalance according to the following schedule:

Percentage Imbalance Level	Sa s Pric
0-5	No sa
> 5-10	9 x Index
> 10-20	x Index
> 20	.5 x index

### b Gas

Any Customer taking transportation services n service pursuant to this schedule warrants that it has title to the gas par of all thams and covenants and agrees to indemnify and hold delivered to Company free and harmless Company from all suits ctions, debts, accounts, damages, costs, losses, and expenses arising from or attributable to the diversuclaims of any and all other persons or parties to such gas.

### fforts Monthly Balancing Service

Monthly balancing stylice play be selected by the Customer and shall be a required service when Customer causes a postive or negative excess imbalance to exist. Balancing service does not relieve responsibility to avoid an imbalance condition. Unless otherwise agreed, monthly the Custome balancing sa is a "best efforts" service which involves the Company's use of storage capacity and capabilities hold, on a best efforts basis, excess daily deliveries of Customer's gas for use by of balancing requirements. Customer's opportunity to use such storage capacity and profinate to the Company's intended or actual use to meet the expected or actual -o<u>f System supply</u> and General Service Rate customers and Company does warrant or withinger will, at all times, have access to monthly balancing services. Additionally, the Company to use such storage capacity and capabilities to provide monthly balancing services

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on a best efforts basis is dependent on the performance of third parties and not subject to Company's control.

The rate for best efforts monthly balancing service shall be \$.04 per Mcf transported per month. Payment of the applicable charges for monthly balancing service will permit Customer to balance consumption with deliveries on a monthly basis provided that Customer's monthly imbalance shall be exceed five percent (5%) of the Customer's consumption for the same month. In the event that the monthly imbalance is in excess of five percent (5%), the customer shall eliminate the exceed in the subsequent month. For each Mcf of positive or negative imbalance in excess of five percent (5%) each month (excess imbalance), Customer shall pay to Company an imbalance fee as faile as:

- A. If a negative excess imbalance exists, Customer shall be obligated to pay the company a sum (in addition to all other charges specified herein) equal to the higher of (1) the total amount of the negative imbalance multiplied by the rates and charges in the Company's General Service Rate and its successors on file and approve the a Commission including the applicable charge for the cost of purchased gas or (2) to highest penalty amount incurred by Company as a result of or in connection with such imbalance pursuant to an interstate pipeline tariff multiplied by the imbalance quarter. The first block in said Rate shall be used for such purpose. This additional charge does no entitle Customer to rely upon Company to secure a supply of gas or provide standby or partial service but merely represents a means of eliminating the imbalance condition to the extent Company has gas available to it without imposing additional cost on series supply customers.
- B. If a positive excess imbalance [actual in othly volume of Customer's gas delivered to Company for redelivery to Customer adjust of for unaccounted-for gas more than five percent (5%) greater than actual gas ensumption] is not eliminated in the month following its creation, the Company shall eliminate the imbalance by purchasing the excess imbalance according to the following schildle.

BECEIVED	Acreentage	
UECEIVED	Imbanace Level	Sales Price
OCT - 6 1997		No sale
	> 5-10	.9 x Index
TARIFF DIVISION	> 10-20	.7 x Index
Utilities Commission of Ohio	> 20	$.5 \times lndex$

In addition to the other rates and charges specified herein, the Customer shall reimburse the Company for all costs occurred by the Company, including penalties or overrun charges payable to pipe lines, as a result of the charges in the amount of gas consumed by the Customer at the Redelivery Point and the amount of gas Costomer delivers to Company at the Delivery Point. In addition to the charges specified herein Company shall have the right (as stated in the general terms specified below) to terminate the same as a result of Customer's failure to satisfy Customer's balancing obligations. Nothing in this schedule as a result of Customer's failure to satisfy Customer's balancing obligations.

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#### P.U.C.O. No. 1

## Record Keeping and Meter Reading

Customer shall provide Company such daily meter reading information that Company shall reason request for purposes of administering Customer's transportation service. It is understood that Company shall be entitled to rely upon Customer's records and meter readings for all such

#### Quality

The gas made available to Company by Customer for redelivery shall be of Hity gual to or better than the quality specifications contained in the tariffs or contracts governing Company's purchase of gas from its interstate pipeline or other suppliers. It is understood that the Conhave no obligation to accept volumes made available by Customer in the every gas do not meet these quality specifications.

## General Terms and Constions

- e sub, ct to all Federal, State of Ohio and local Α. Services provided under this schedule laws and to the orders, rules and regulation of any federal, State or local agencies having jurisdiction thereof.
- Company shall invoice Customer on a monthly basis and all invoices shall be due and payable within fifteen (15) days on the date the invoice is postmarked. All invoices not paid by the due date shall be increased by five percent (5%) of the amount not timely paid each month. In the event systomer shall be company with a check or other instrument which is supported by insufficient funds, Customer shall be pay such additional charges as may be B. funds, Customer shall be pay such additional charges as may be payable according to company's General Service Rate and its successors.

The Company, at its sole election, may terminate service under this schedule in the event Customer fails cause its gas supply to be made available to Company at the Delivery Point to match the gas supply consumed at the Redelivery Point. The imbalance charges specified herein half not be construed as Company's exclusive remedy in the event that Customer cile fulfill its balancing obligations. In addition, nothing herein shall preclude Company from waiving an imbalance rate or charge provided Customer has undertaken refforts to eliminate the imbalance condition, the frequency and magnitude of the nce condition does not, in Company's judgment, indicate Customer is utilizing the balance to obtain an economic advantage related to the cost of natural gas or contation and related services or the imbalance condition does not disadvantage other sustomers or Company.

Customers electing transportation service understand that the Company may no longer consider Customer's gas requirements in arranging for system supply which Company purchases. By selecting service under this schedule, Customer releases Company from any

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obligation Company may have to provide service to Customer as a system supply customer under tariffed rates and charges applicable to general service customers.

- No waiver by the Company or the Customer of one or more defaults by the other of 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 of a different character.
- Company does not hereby assume the risk of and shall not be responsible for damage that occurs as a result the a failure of Customer's gas supply to reac Point or as a result of acts of God, force majeure events, emergences insurrections or the acts of third parties, regulators or government Company from providing transportation service to Customer.
- The Company may offer transportation service at rates that are developing flexible from the The ates may be flexed base rates and best efforts balancing service rate specificor a downward to a rate or charges that recover all variable cost of pervice and provides some contribution to the Company's fixed costs of providing service. Reduced rates may be determined based on competitive services available to customer, the quality (firm or interruptible) of service, the Company's need to achieve loal preservation, or the economic recovery of costs incurred by the Company and the subject to: (1) the requirements of Section 4905.31, Revised Code as such equirements may apply based on the determinations of the Commission: or. (2) the section of Article XVIII, Section 5 of the ents of Article XVIII, Section 5 of the determinations of the Commission; or, (2) the requirements of Art Ohio Constitution and the lawful acts of units of a cal government.



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issued by James L. Tuttle, President Bryan, Ohio

## Uniform Purchased Gas Adjustment

4901:1-14-01 4901:1-14-02 4901:1-14-03 4901:1-14-05 4901:1-14-06 4901:1-14-07 4901:1-14-08 4901:1-14-09 4901:1-14-10	Definitions. Purpose and scope. Applicability. Reports. Gas cost recovery rate. Customer billing. Audits. Hearings. Tariffs. Exemptions.
Appendix A	Gas cost recovery rate calculation.
Appenidx B	Weighted average garcost recovery rate.
Appendix C	Final incremental coccest rates.
Appendix D	Sample certificate of accountability.

## 4901:1-14-01 Definitions.

For purposes of this chapter:

- (A) "Commission" means the public utilities commission.
- (B) "Gas company" and "natural gas company" have be meanings set forth in section 4905.03 of the Revised Code.
- (C) "Purchased gas adjustment clause" has the meaning set forth in section 4905.302 of the Reviser Code.
- (D) "Gas" means any vaporized fuel transported or supplied to consumers by a gas or natural gas company, including, but not limited to natural gas, synthetic gas, liquefied natural gas, and propane.
- (E) "Synthetic gas" means gas formed from feedstocks other than natural gas, it cliding but not limited to coal, oil, or naphtha.
- (F) "Gas cost recovery late means the quarterly updated gas cost adjustment determined in accordance with rule 4901 1-14-05 of the Administrative Code and "Appendix A" to this chapter.
- (G) "Mcf" means a unit of gas equal to one thousand cubic feet
- (H) "Ccf" this a unit of gas equal to one hundred cubic feet.
- (I) "Can costs" or "cost of gas" means the cost to a gas or natural gas company of obtaining the gas thich it sells to its customers. The cost of gas shall include the transportation and storage charges of interstate pipeline suppliers to the extent that those charges are incorporated in the commodity rates or demand charges. The cost of gas does not include the cost of utility storage.
- (J) "Customer" means each billing account of a gas or natural gas company.

- (K) "Special purchase" has the meaning set forth in section 4905.302 of the Revised Code.
- (L) "Self-help arrangement" means an arrangement between a gas or natural gas company and a customer providing for the transportation of gas owned by the customer from the point of production to the point of consumption.
- (M) "Includable gas supplies" means:
  - (1) Primary gas supplies;
  - (2) Includable propane; and
  - (3) Utility production volumes.
- (N) "Primary gas supplies" means;
  - (1) Supplies of natural condiquified natural gas obtained from interstate pipeline suppliers, except short term supplies, provided that supplies of gas ordered incrementally priced by the federal energy regulatory commission may not be included as primary gas supplies unless such supplies are purchased under contracts approved by the commission:
  - (2) Supplies of synthetic gas purchased under agreements approved by the commission under section 4905.303 of the Revised Code, and our supplies of synthetic gas, except their term supplies, purchased under contracts approved by the commission:
  - 3) Supplies of gas obtained from other gas or natural gas companies;
  - Supplies of gas, other than utility production volumes from old wells, obtained from Ohio producers;
  - (5) Supplies of gas made available to a gas or natural gas company under self-help arrangements;

- (6) Special purchases of natural gas not included in short term supplies; and
- (7) Utility production volumes from new wells provided that such volumes are priced at the lower of either: (a) the price currently being paid by the utility to independent Ohio producers for gas from like wells of (b) the lowest commodity rate currently being paid by the utility to any of its interstate pipeline suppliers.
- (O) "Includable propane" means:
  - (1) Propane used for peak shaving purposes; and
  - (2) Propane used for volumetric purposes at the end of a supply period to wold monetary penalties, provided that the company promptly notifies the commission in writing of such usage.
- (P) "trility production volumes" means all volumes of jes, other than synthetic ges, produced by a gas or natural gas company, or by a subsidiary or affiliate of a gas or natural gas company, unless the rates or charges for such production are subject to the jurisdiction of the federal energy regulatory consission.
- (O) "Current direct cost of production" means the production and gathering expenses associated with utility production volumes from old wells which are included in accounts 750 through 769 of the "Uniform System of Accounts for Class A and B Gas Utilities," and accounts 710, 711, 713, 714, 715, 716, 717, and 719 of the "Uniform System of Accounts for Class C and D Gas Utilities."
  - R) Troduction unit cost" means the current direct cost of production expressed in dollars and cents per Mcf.
    - "Short term supplies" means all special purchases of gas, to the extent that those purchases decrease the level of curtailment to any customer or class of customers, except special purchases approved by the co-mission under section 4905.303

of the Revised Code. For purposes of this chapter, a special purchase decreases curtailment to a class of customers if curtailment of that class is reduced, maintained at the same level, or increased to a lesser degree as a result of the special purchase.

- (T) "Total sales" means all sales of includable gas supplies to retail customers. "Total sales" on not include volumes transported to consider under self-help arrangements.
- (U) "Jurisdictional sales" means total sales, less sales to customers under municipal ordinances rates, except sales under municipal ordinances which have adopted, by reference or otherwise, rates established by the commission
- (V) "Unit book cost" means the cost of total sales expressed in dollars and cents per Mcf as calculated using standard accuming methods acceptable to the commission and the cas or natural gas company's independent auditors. SUBMITTING THE CERTIFICATE OF ACCOUNTABILITY AS ASSUIRED UNITED PARAGRAPH (C) OF RUIE 4901:1-14-07 OF THE ADMINISTRATIVE CODE.
- (W) "Commodity rate" means the commodity portion of gas costs bilied by a gas or natural gas company's suppliers expressed in follars and cents per MCf. For purposes of the calculations required under rule 4901:1-1:-05 of the Administrative Code, "commodity rate" means the commodity rate which is expected to be in effect on the fifth day after the effective date of the new was cost recovery rate to be determined under that rule.

"Anthly demand charge" means the monthly demand por ion of gas costs billed by a gas or natural gas company's suppliers expressed in dollars and cents per Mcf. For purposes of the calculations required under rule 4901:1-14-05 of the Administrative Code, "monthly demand charge" means the monthly demand charge which is expected to be in effect on the fifth day after the effective date of the new gas cost recovery rate to be determined under that rule.

- (Y) "Utility storage" means storage facilities operated and maintained by a gas or natural gas company, or by a subsidiary or affiliate of a gas or natural gas company, unless the charges for such facilities are incorporated in commodity rates or monthly demand charges filed with or approved by the federal energy regulatory commission.
- "Reconciliation adjustment" means a positive or negative adjustment to future gas cost favoring rates ordered by the commission pursuant to rule 4901:1-14-06 or 4901:1-14-08 of the Administrative Code.
- (AA) "Supplier refund" means a refund from in interstate pipeline company ordered by he federal energy regulatory commission, including interest where ordered, where such refund is received as one lump sum payment or credit.
- (BB) "Expected gas cost" means the weighted average cost of primary gas supplies utility production from old wells, and includable propane expressed in dollars and cents per Mcf and determined in accordance with "Appendix A" to this chapter.
- (CC) "Alternative fuel price" has the meaning set forth by the federal energy regulatory commission in accordance with Title II of the Natural Gas Policy Act Tal Follows: "For any specific Policy Act, a follows: "For any specific incrementally priced industrial facility, which is subject to such requirements and which is locate any region, shall he an amount not than the price, per million Btu's, for high sulfur fuel oil determined by mmission to be paid in such region by ind strial users of such fuel, if and to the tent the commission determines, after an ortunity for written and oral presentation of riews, data, and arguments, that a reduction is necessary to prevent increases in the rates and charges to residential, small, commercial, and other high priority users of natural gas which would result from a reallocation of costs caused by the conversion of such industrial facility or facilities from natural gas to other fuels, which conversion is likely to occur if the level of the

appropriate alternative fuel cost were not so reduced, the price will be set at the reduced level."

- (DD) "Composite base rate for gas" means the weighted average regional rate for all nonexempt custome based on activity for the period.
- (EE) "MSAC surcharge rate" means the maximum sur absorption capability per Mcf as determ accordance with rule 4901:1-14-05 of the trative Code and "Appendix C" to this,
- (FF) "Nonexempt customer" has the meaning by the federal energy regulators commission in accordance with Title II of the atural Gas Policy Act, as follows: "Any industrial boiler fuel facility other than any such facility which has been exempted from the peremental pricing program in accordance with part 282 of the federal energy regulator c mmission's rules and regulations.'
- (GG) "Exempt customer" has the meaning set forth by the federal energy regulatory commission in accordance with little II of the Natural Gas Policy Act; as follows: "The incremental pricing provisions of this part, shall only apply to industrial actities which use natural gas as a boiler fuel. It addition, in accordance with the sections 206(a),(b), and (c) of provisions of gas used for the following purposes xempt from incremental pricing under
  - ll gas used for boiler fuel by an industrial boiler fuel facility which was:
    - (1)in existence on November 9, 1978; and
    - (2) did not consume more than an average of three hundred Mcf per day for boiler fuel during any calendar month of calendar year 1977;
  - (b) All gas used for an agricultural use;

- All gas used in a school, hospital or similar institution:
- All gas used for the generation of electricity by an electric utility; and
- All gas used in a qualifying cogeneration (e) facility."
- (HH) "Region" has the meaning set forth by the fed energy regulatory commission in accordant Title II of the Natural Gas Policy Act, "(1) As of December 20, 1979 the date that alternative fuel pri hgs are published for thirty-one metropolitan regions, as provided in paragraph (b)(2) of his section, the incremental pricing regions used for purposes of this part shall be each of the fort eight states within the continental Unite tates. For such period of time, the alternative Fuel price ceilings applicable to the islict of Columbia shall be the ceilings published for Maryland. (2) After the day that alternative fuel price ceilings are published for the thirty-one metropolitan regions, as provided in paragraph (b)(2) of this section, the incremental pricing regions used for purposes of this part shall be: (i) the thirtyone metropolitan regions; and (ii) the (i) the forty-eight regions consisting of the area of each of the contiguous forty-eight states of the continents which is not included within any matropolitan region."
- (II) "GCRF" ans the quarterly updated final gas cost recovery rate for customers as determined in accordance with Chapter 4901:1-14 of the Adminis-Code and "Appendix C" to this chapter.
  - ORN" means the monthly updated final gas cost overy rate for nonexempt customers as determined in accordance with Chapter 4901:1-14 of the Administrative Code and "Appendix C" to this chapter.
- (KK) "IPS" means the incremental pricing surcharge rate per Mcf for each nonexempt customer which shall be the difference between (1) the total cost of the customer's nonexempt purchases at the

: :

(LL) "Average rate" means the total charge to each nonexempt customer calculated under the compare effective rate schedule (before application of IPS) divided by the total purchases by the tomer in the period.

customer's total nonexempt purchases.

- (MM) "MGCR" means the updated gas cost recovery rate utilized in the calculation of the MSAC surcharge rate as determined in accordance with Chapter 4901:1-14 of the Administrative Tode and "Appendix C" to this chapter.
- (NN) "An old well" is a well where drilling commenced before the effective date of this amended rule.
- (00) "A new well" is either: (1) a well where drilling commenced after the effective date of this
  amended rule or (2) an clf well which is completed to a different pool one year after the
  effective date of this amended rule.
- (PP) "Pool" has the meaning set forth in paragraph (A)(8) of rul 1501:9-1-01 of the Administrative Code.

Case No. 84-91-GE-ORD Eff.

CERTIFICATION

Mary Ann Orlinski, Secretary

Date

Promulgated under R.C. Section 12:15
Rule Amplifies: 15 U.S.C.
Section 3301, R.C. Section 1905/302
Amended: October 21, 1978, anuary 1, 1980,
July 16, 1982, December 4, 1982

The purpose of this chapter is to establish a uniform purchased gas adjustment clause to be included in the schedules of gas and natural gas companies subject to the jurisdiction of the commission. The provisions of this chapter establish a gas cost recovery process, which is designed to separate the cost of gas from all other costs incurred by gas or natural gas compani and to provide for each company's recovery of the cost of its includable gas supplies from its customer by means of the quarterly updated gas cost recovery rate-AND OTHER PROVISIONS OF THIS CHAPTER. provisions of this chapter also establish inves procedures and proceedings, including periodic audits, and hearings, to examine the arithme accounting accuracy of the gas costs re each company's gas cost recovery rate, an each company's gas production and purchasi to the extent that those policies aff the gas cost recovery rate.

CASE NO. 79-1171-GA-COI EFF. JANUARY 1, 1980

CERTIFICATION

DAVID M. A LX. SECRETARY

DATE

ROMILGATED UNDER R.C. SECTION 111.15 R. AMPLIFIES 15 U.S.C. ECTION 3301 4901:1-14-03 Applicability.

The provisions of this chapter shall apply to all gas and natural gas companies subject to the jurisdiction of the commission, with respect to all schedules of rates established or approved by the commission, including, but not limited to rate schedules approved or established under sections 4905.31, 4909.19, and 4909.39 of the Revised Code. The provisions of this chapter shall not apply to municipal ordinance rates established under section 743.26 or 4909.34 of the Revised Code or Article XVIII, Section 4 of the Ohio Constitution, except in instances where a municipal ordinance adopts, by reference or otherwise, rates established by the comission.

THE PROVISIONS OF "APPENDIX C" TO THIS CHATER HALL BECOME EFFECTIVE ON JANUARY I, 1980, OR AT JCC LATER DATE AS TITLE II OF THE NATURAL GAS POLICY ACT OF 1978 IS IMPLEMENTED; SHALL TERMINATE ONE MONTH AFTER THE EFFECTIVE DATE OF THE IMPLEMENTATION Y THE FEDERAL ENERGY REGULATORY COMMISSION OF REGULATIONS DETERMINING THE ALTERNATE FUEL PRICE CEILING IN A BASIS OTHER THAN HIGH SULFUR NO. 6 FUEL OIL; OR ONE WITH AFTER THE EFFECTIVE DATE OF IMPLEMENTATION BY THE FEDERAL ENERGY REGULATORY COMMISSION OF REGULATIONS EXPANDING THE APPLICATION OF TITLE II OF THE NATURAL GAS POLICY ACT UNDER: THE AUTHORITY OF SECTION 702 OF THAT ACT; OR IMMEDIATELY UPON TERMINATION OF TITLE II OF THE NATURAL GAS POLICY ACT, WHICH WE DECLIRE FIRST.

CASE NO. 79-1171-CA-001 EFF. JANUARY 1. 1

CERTIFICATION

DAVID M. POLK, SECRETARY

DATE

PROMULGATED UNDER R.C. SECTION 111.15 RULE AMPLIFIES 15  $\overline{U}$ . S.C. SECTION 3301

#### 4901:1-14-04 Quarterly Reports.

Each gas or natural gas company subject to the provisions of this chapter shall submit quarterly gas cost recovery reports to the commission, in such form as the commission requires. The filing date for each such report shall be established by the commission. Each quarterly report shall contain:

- (A) An updated gas cost recovery rate, determined in accordance with rule 4901:1-14-05 of the Administrative Code and "Appendix A" to this chapter:
- (B) The data and calculations used to determine the updated gas cost recovery rate; and
- (C) Such other information as the communication requires.
- (D) EACE GAS OR NATURAL GAS COMPANY SUBJECT TO THE PROVISIONS OF THIS CHAPTER SHALL SUBMIT FINAL GAS COST RECOVERY REPORTS TO THE COMMISSION, IN SUCH FORM AS THE COMMISSION DE ULES. THE FILING DATE FOR EACH SUCH REPORT WHALL BE ESTABLISHED BY THE COMMISSION. EACH REPORT STALL CONTAIN:
  - (1) AN UPDATED FINAL GOT COST RECOVERY RATE,
    DETERMINED IN ACCORDANCE WITH RULE 4901:1-14-05
    OF THIS ADMINISTRATE CODE AND "APPENDIX C" TO
    THIS CHAPTER;
  - (2) THE DATA AN CALCULATIONS USED TO DETERMINE THE UPDATED INAL COST RECOVERY RATE, AND
  - (3) SUCH OTHER INFORMATION AS THE COMMISSION REODIE

CASE NO. 79-171-GA-COI EFF. 1. 1980

ERA FIL ATION

DAVID M. POLK, SECRETARY

DATE

PROMULGATED UNDER R.C. SECTION 111.15 RULE AMPLIFIES 15  $\overline{U}$ .S.C. SECTION 3301

#### 4901:1-14

#### 4901:1-14-05 Gas cost recovery rate.

- (A) The gas cost recovery rate equals:
  - (1) The gas or natural gas company's expected gas cost for the upcoming quarter; plus or minus
  - (2) The supplier refund and reconciliation adjustment, which reflects:
    - (a) Refunds received from the gas or natural gas company's interstate pipeline suppliers plus in TW per cent annual interest except the jurisdictional portion of refunds applicable to the keriod prior to January 1, 1980, hich are ultimately determined to be payable for sales to conetempt industrial users which sale be paid in a lump-sum payment as approved by the commission; and
    - (b) Adjustments rdered by the commission following hearings held under rule 4 1: 111-08 of the Administrative tode, plus eax TEN per cent annual interest; plus or minus
  - (3) The actual adjustment, which compensates for differences between the previous quarter's expected gas cost and the actual cost of gas during that quarter and adjustments resulting from the MSAC leand balancing calculation in accordance with "Appendix C" to this chapter; blus or minus

The balance adjustment, which compensates for any under or over collections which have occurred as a result of prior adjustments.

#### 4901:1-14-06 Customer Billing.

- (A) (1) Unless otherwise ordered by the commission, the QUARTERLY UPDATED gas cost recovery rate filed in accordance with rule 4901:1-14-04 of the Administrative Code shall become effective and shall be applied to customer bills for service rendered on/OR and after the thirtieth day following the filing date established by the commission, or, at the option of the gas or natural gas company, on/OR and after the first day of the month following the thirtieth day after the filing date established by the commission. The commission may at any time order a reconciliation adjustment in a casilt of errors or erroneous reporting.
  - (2) UNLESS OTHERWISE ORDERED BY THE COMISSION, THE UPDATED FINAL GAS COST RECOVERY LATE FILED IN ACCORDANCE WITH RULE 4901 1 14-04 OF THIS ADMINISTRATIVE CODE SHALL BECOME EFFECTIVE AND SHALL BE APPLIED TO CULTOTE LLS ON OR AFTER THE FILING DATE ESTABLISHED BY THE COMMISSION. THE COMMISSION MAY AT ANY TIME ORDER A RECONCILIATION ADJUSTMENT AS A RESULT OF ERRORS OR ERRONEOUS REPORTING.
- (B) Except as provided in palagraphs (C) and (D) of this rule, if the gas and recovery rate changes during a customer's billing cycle, the gas or natural gas compan, shall apply a weighted average gas cost recovery rate to its customer bills. The weighted average gas cost recovery rate shall be determined in accordance with "Appendix B" to this chapter
- (C) If the gas cost recovery rate changes during a customer's billing cycle, and if the customer's actual unily consumption is known by the gas or natural gas company, the company may, instead of opining a weighted average gas cost recovery rate, apply each gas cost recovery rate which was effective during the billing cycle to the volumes actually consumed when that rate was in effect.
- (b) The commission may, upon the request of a gas company, and for good cause shown, exempt the company from the requirement that it apply weighted

average gas cost recovery rates to its customer bills. In determining whether to grant such requests, the commission shall consider:

- (1) The number of customers served by the company;
  - (2) The cost to the company and its customers of determining weighted average gas cost recovery rates; and
  - (3) Such other factors as the commission considers appropriate.
- (E) Each gas or natural gas company shall indicate of each customer bill:
  - (1) The gas cost recovery rate expressed in dollars and cents per mcf or ccf; and
  - (2) The total charge attributable to the gas cost recovery rate expressed in collars and cents.

CASE NO. 79-1171-GA-COI EFF. JANUARY 1, 1980

CERTIFICATION

DAV D M. POLE, SECRETARY

DATE

ROW LIGATED UNDER R.C. SECTION 111.15 RULL AMPLIFIES 15  $\overline{U}$ .S.C. SECTION 3301

#### 4901:1-14-07 Audits.

- (A) The commission shall conduct, or cause to be conducted, periodic FINANCIAL AND MANAGEMENT/ PERFORMANCE audits of each gas or natural gas company subject to the provisions of this chapter. Unless otherwise ordered by the commission, the audits shall be conducted annually. Except as provided in paragraph (B) of this leand unless otherwise ordered by the commission, each audit shall be conducted by a qualified independent auditing firm selected by the empany and approved by the commission. ACCORDING TO PARAGRAPHS (C) AND (D) OF THIS RULE. The lost of each such audit shall be paid by the gas or natural gas company.
- (B) The commission may, upon the request of any party or upon its own initiative, conduct the audits required under this rule. In let rmining whether to do so, the commission and I consider:
  - (1) The number of customer served by the company;
  - (2) The cost of inpriving an independent auditor:
  - (3) The availability of the commission staff to conduct the required audits; and
  - (4) Such other factors as the commission considers appropriate.
- (E) Each acid conducted pursuant to this rule shall contist of:
  - 14 A financial audity to determiner
    - (a) whether the costs reflected in the company's gas cost recevery rate were incurred by the company;
    - +b) whether the gas cost recevery rates were securrately computed by the company; and

- (e) whether the gas cost recovery rates were accurately applied to customer bills; and when ordered by the commission;
- (2) A performance audit to review scheeted capacts of the companyla gas production and purchasing policies to the extent that these policies affect the gas cost recovery rate the apecific areas of investigation for occupanted he the commission.
- (C) EACH GAS OR NATURAL GAS COMPANY. SO DESIGNATED BY THE COMMISSION, SHARL BE ARROTRED TO SUBMIT A CERTIFICATE OF ACCOUNTABILITY BY AN INDEPENDENT AUDITOR, AS DESCRIPED IN "APPENDIX D," ATTESTING TO THE ACCURACY OF FINANCIAL DATA PERTAINING TO THE PERIOD OF THE GAS COST RECOVERY RATE ACTIVITY DESIGNATED BY THE COMMISSION. BEFERENCE SHOULD BE MADE TO ANY ERRORY OR DEVIATIONS FROM THE CALCULATIONS PRESIDED WITHIN CHAPTER 4901:1-14 OF THE ADMINISTRATIVE CODE.

  PURSUANT TO THIS RILE, THE COMPANY SHALL ASSURE THE COMMISSION THAT:
  - (1) THE COSTS PELFECTED IN THE COMPANY'S GAS OST RECOVERY RATES WERE PROPERLY INCURRED BY THE COMPANY;
  - (2) THE GAS COST RECOVERY RATES WERE ACCUR-
  - THE GAS COST RECOVERY RATES WERE ACCUR- : ATELY APPLIED TO CUSTOMER BILLS.
- in white report containing the findings and conludions of each audit conducted pursuant to this rule shall be filed with the commission, at such time as the commission requires. The report shall also contain performance recommendations, if such recommendations are requested by the conmission.
- EACH GAS OR NATURAL GAS COMPANY, SO DESIGNATED BY THE COMMISSION, SHALL ENGAGE AN INDEPENDENT AUDITOR AND/OR CONSULTING FIRM TO CONDUCT A

MANAGEMENT/PERFORMANCE AUDIT OF THE COMPANY'S COMPLIANCE WITH THE PROVISIONS OF CHAPTER 4901:1-14 OF THE ADMINISTRATIVE CODE. COMMISSION SHALL DEVELOP A REQUEST FOR PRO-POSAL (RFP) DESIGNED TO SULICIT RESPONSES FOR CONDUCTING A MANAGEMENT/PERFORMANCE AUDIT. COMMISSION SHALL HAVE THE SOLE RESPONSIBILITY SENDING OUT AND ACCEPTING ALL RESPONSES TO THE RFP AND SHALL SELECT THE COMPANY'S MANAGEMENT PERFORMANCE AUDITOR FOR THE DESIGNATED AS PERIOD. THE MANAGEMENT/PERFORMANCE AUDIT SHALL IDENTIFY AND EVALUATE THE SPECIFIC ORG TIONAL STRUCTURE, MANAGEMENT POLICIES AND REASONING OF THE COMPANY'S EXISTING PROPOSED PROCUREMENT STRATEGY. HE REFORT SHALL LION BASED ON ALSO CONTAIN MANAGEMENT RECOMMENDA AN EVALUTION OF THE COMPANY'S PERFORMANCE DURING THE AUDIT PERIOD PERTAINING TO THOSE AREAS DESIGNATED BY THE COMMISSION PERFORMANCE AUDIT SHALL REWIE THE MANAGEMENT/ LECTED ASPECTS OF THE COMPANY'S GAS PROJECTION AND PURCHASING POLICIES TO ASCEPTAIN WHEN

- (1) COMPANY PURCHASING POLICIES WERE DESIGNED TO MEET OBJECTIVES OF THE COMPANY'S SERVICE REQUIREMENTS,
- (2) PROCUREME T PLANNING IS SUFFICIENT TO ENSURE RELIABLE SE WICE AT OPTIMAL PRICES: AND
- (3) THE COMPANY HAS REVIEWED EXISTING AND PUTCH SUPPLY SOURCES.

ADDITIONALLY, SPECIFIC AREAS OF INVESTIGATION FOR EACH MANAGEMENT/PERFORMANCE AUDIT MAY BE DESIGNED.

## 4901:1-14-08 BEARINGS.

- (A) AT LEAST THIRTY DAYS AFTER THE FILING OF EACH AUDIT REPORT REQUIRED UNDER PARAGRAPH (D) OF RULE 4901:1-14-07 OF THE ADMINISTRATIVE CODE, THE COMMISSION SHALL HOLD A PUBLIC HEARING TO REVIEW:
  - (1) THE AUDIT FINDINGS, CONCLUSIONS, AND RECOMMENDATIONS; AND
  - (2) SUCH OTHER MATTERS RELATING TO THE GAS OR NATURAL GAS COMPANY'S GAS COST RECOVERY ATLAS THE COMMISSION CONSIDERS APPROPRIATE
- (B) THE GAS OR NATURAL GAS COMPANY SHALL PUBLISH NOTICE OF THE HEARING REQUIRED UNDER PARAGRAPH (A) OF THIS RULE IN A NEWSPAPER OR NEWSPAPERS) OF GENERAL CIRCULATION THROUGHOUT IS SIR TO AREA AT LEAST FIFTEEN AND NOT MORE THAN THIRT! DAYS PRIOR TO THE SCHEDULED DATE OF HEARING.
- (C) AT LEAST THIRTY DAYS PRIOR TO THE SCHEDULED DATE OF HEARING, THE GAS OR NATURAL CAS COMPANY SHALL SUBMIT SUCH FACTS, DATA, OR INDORMATION RELATING TO ITS GAS COST RECOVER RALES AS THE COMMISSION REQUIRES. THE COMMISSION MAY ALSO REQUIRE THAT THE COMPANY SUBMIT TESTIMONY RELATING TO VARIOUS ASPECTS OF ITS GAS COST RECOVERY RATES.
- (D) FOLLOWING THE COMPLUSION OF THE HEARING, THE COMMISSION STALL IS UE AN APPROPRIATE ORDER CONTAINING:
  - (1) A SUMMARY OF THE AUDIT FINDINGS, CONCLUSIONS, AND DECOMMENDATIONS; AND
  - (2) SUSTITUTE OTHER INFORMATION OR DIRECTIVES AS THE OHWISSION CONSIDERS APPROPRIATE.
- (E) COMMISSION MAY ADJUST THE COMPANY'S FUTURE GAS COST RECOVERY RATES BY MEANS OF A RECONCILIATION ADJUSTMENT AS A RESULT OF:
  - (1) ERRORS OR ERRONEOUS REPORTING;
  - (2) UNREASONABLE OR IMPRUDENT GAS PRODUCTION OR PURCHASING POLICIES OR PRACTICES; OR

Case No. 84-91-GE-ORD Eff.

CERTIFICATION

Mary Ann Orlinski, Secreta

Date

Promulgated under R.C. Sec. 111 15 Rule amplifies R.C. Secs.

4905.302, 4905.303

Amended: October 21, 1978

4901:1-14-08

(3) SUCH OTHER FACTORS, POLICIES, OR PRACTICES AS THE COMMISSION CONSIDERS APPROPRIATE.

CASE NO. 76-515-GA-ORD EFF.

CERTIFICATION

RICHARD L. SMITH, SECRETARY

(DATE)

PROMULGATED UNDER: R. SECTION 111.15
RULE AMPLIFIES: B. C. SECTIONS 4905.302
AND 4905.303

- (B) The gas cost recovery rate shall be calculated on a company-wide basis, except as provided in paragraph (C) of this rule, in accordance with "Appendix A" to this chapter.
- (C) The commission may, upon the request of any party or upon its own initiative, permit the company to calculate different gas cost recovery rates for different geographical are In determining whether to do so, the commission shall consider:
  - (1) Whether the geographical areas a led are contiguous;
  - (2) Whether the cost of obtaining cas for each of the geographical areas involved can be separately identified;
  - (3) The manner in which the geographical areas involved have been treated in the past; and
  - (4) Such other factors as the commission considers optioniate.
- (D) The final c s cost recovery rate shall be determined in accordance with paragraph (A) of this rule and the schedules set forth in "Appendia Costo this chapter.
- (E) The company may use as an alternative to a company be base rate for gas in its calculation of the final gas cost recovery rate as provided in paragraph (D) of this rule, in accordance with "Appendix C" to this chapter, a calculation based on the individual ponexempt customer's estimated average rate.

4901:1-14-10 EXEMPTIONS.

THE COMMISSION MAY, FOR GOOD CAUSE SHOWN, EXEMPT A GAS OR NATURAL GAS COMPANY FROM THE SPECIFIC PROVISIONS OF "APPENDIX C" OF THIS RULE PROVIDED THAT THE COMPANY PROPOSES AND THE COMMISSION APPROVES AN ALTERNATIVE METHOD OF DETERMINATION OF CHARGING FOR NONEXEMPT SA WHICH TRACKS THE CHARGES APPLICABLE TO SUCH SALES TH WOULD BE APPLIED PURSUANT TO PROVISIONS OF FEDERAL AND PROVIDES AN APPROPRIATE METHOD TO RETURN T CUSTOMERS OF THE COMPANY CHARGES IN EXCESS OF ALLOWED UNDER THIS RULE, EXCLUSIVE OF "APPEND

CASE NO. 79-1171-GA-COI EFF. JANUARY 1, 1980

CERTIFICATION

DAVID M. POLK.

(DATE)

UNDER R.C. SECTION 111.15 PROMULGA 2 15 U.S.C. RULE AM MOIT

adjustments of this type shall be described in the quarterly Gas Cost Recovery Report. All bulk supply volumes shall be corrected to standard temperature and pressure.

#### (A) EXPECTED GAS COST

The Expected Gas Cost (EGC), expressed in dollars and cents per mcf, shall be determined as follows:

- (1) Vl\* = Commodity Rate for each source of Primary Gas Supplies.
- (2) V2 = Volumes Purchased from each source of Primary
- (3) V3 = Monthly Demand Charge fro each source of Primary Gas Supplies

(4) 
$$V4 = \sum_{s=1}^{j} [(V1_s V3_s)]$$

- (5) V5 = Production Unit Cost
- (6) V6 = Utility Production Volumes FROM OLD WELLS
- (7)  $V7 = 5 \times V6_{V}$
- (8) V8 Ok Cost of Includable Propane
- (9) Va Gallons of Includable Propane
- $(10) V = VS \times V9_Y$

1 = Total Sales

EGC =  $(V4 + V7 + V10) \div V11_V$ 

# SUPPLIER REFUND AND RECONCILIATION ADJUSTMENT

Me Supplier Refund and Reconciliation Adjustment (RA), expressed in dollars and cents per mcf, shall be determined as follows:

\*V-denotes Variable

#### Appendix A

#### Gas Cost Recovery Rate Calculation

The Gas Cost Recovery Rate (GCR) shall be determined in accordance with the formulas set forth in this Appendix. For purposes of these calculations, the following subscripts shall be used:

- (1) "q" means the quarter which contains the three monthly accounting periods immediately prior to the most recently ended monthly accounting period.
- (2) "m" means each monthly account of eriod in q.
  - (3) "y" means the period containing the twelve monthly accounting periods immediately prior to the most recently ender monthly accounting period.
  - (4) "p" means the time period between the effective date of the current Gas Cost Recovery Rate and the effective date of the Gas Cost Recovery Rate in effect immediately prior to the current fat.
  - (5) "z" means the time period between the effective date of the current Gas Cost Recovery Rate and the effective date of the Gas Cost Recovery Lite in effect approximately one year orior to the current rate.
  - (6) "n means the quarter one year prior to the coming quarter during which the new Gas Cost Recovery Rate will be effective.
  - 7) "s" means each source of primary gas supplies.

Where the calculations require the use of volumes used during a given period, and those volumes did not exist for a particular source for the entire period, or the company expects the volumes to change substantially, the company may, upon prior approval of the commission, make appropriate adjustments in its calculations. Any

## Appendix B

## Weighted Average Gas Cost Recovery Rate

If the Gas Cost Recovery Rate (GCR) changes during a billing cycle, the Weighted Average Gas Cost Recovery Rate (WGCR) shall be determined as follows:

<b>(1)</b>	GCRI	==	The	Gas	Cost during	Reco	very	Rate	e (1)
(			eff	ect	during	; the	firs	st 😿	a r
			of	the	billin	ng cy	cle		

- (2) GCR2 = The Gas Cost Recovery Rate in effect during the latter part of the billing crole
- (3) V37 = The total number or days in the billing cycle
- (4) V37.1 = The total number of days in the billing cycle when GCR1 was in effect
- (5) V37.2 = The total number of days in the billing cycle when GCR2 was n effect
- (6) WGCR [GCR1 x (37.1 ÷ V37)] + [GCR2 x (V37.2 ÷ V37)]

 $V36 \div V14_n$ (40)

## (E) GAS COST RECOVERY RATE

The Gas Cost Recovery Rate (GCR) shall be determined as follows:

(41) GCR EGC - RA + AA + BA

- (27) V25 ≈ V23 as used in computing the GCR in effect one quarter prior to the currently effective GCR
- (28) V26 = V23 as used in computing the GCR in effect two quarters prior to the currently effective GCR
- (29) AA = V23 + V24 + V25 + V26

#### (D) BALANCE ADJUSTMENT

The Balance Adjustment (BA), expressed in dollar, and cents per mcf, shall be determined as follows:

- (30) V27 = V22 as used to compute the LCR in effect four quarter prior to the currently effective LCR
- (31) V28 = V23 as used to spute the GCR in effect four quarters prior to the currently effect GCR
- (32)  $V29 = V27 (V28 \times V_{z})$
- (33) V30 = V15 as used to compute the GCR in effect four quarters prior to the currently effective GCR
- (34) V31 = V.6 as used to compute the GCR in effect four quarters prior to the trently effective GCR
- (35) V3  $\sim$  V30 (V31 x V14<sub>z</sub>)
- (36) V33 = V36 as used to compute the GCR in effect one quarter prior to the currently effective GCR
- 37.V34 = BA as used to compute the GCR in effect one quarter prior to the currently effective GCR
- (38)  $V35 = V33 (V34 \times V11_p)$
- $(39) \ V36 = V29 + V32 + V35$

- (13) V12 = Reconciliation Adjustments ordered by the commission during q
- (14) VI3 = Supplier Refunds received during q
- (15) V14 = Jurisdictional Sales
- (16) V15 = 1.⇒≥≤ [V12 + (V13 x (V14, ÷ V1))
- (17)  $V16 = V15 + V14_V$
- (18) V17 = V16 as used in computing the currently effective GCR
- (19) V18 = V16 as used in compath, GCR in effect one quarter prior to the currently effective GCR
- (20) V19 = V16 as used in caputing the GCR in effect two quatters prior to the currently effective GCR.
- (21) RA = V16 + V17 + V18 + V19

## (C) ACTUAL ADJUSTMENT

The Actual Adjustment (A), expressed in Gollars and (A) cents per mcE, shall be extermined as follows:

- (22) V20 = Un + Book Cost of Total Sales
- (23) V21 = EGC in effect during each period m (if the EGC changed during any period m, weighted average EGC shall be used for that period)
  - 4)  $V22 = \int_{m=1}^{3} \{(v20_m v21) \times v(4_m)\}$
- 25) V23 = V22 ÷ V14<sub>V</sub>
- (26) V24 = V23 as used in computing the currently effective GCR

A TO REFLECT INCREASE IN INTEREST RATE OFFERED. IN 82-620-64 ORD SER

4901:1-14-09 TARIFFS.

EACH GAS OR NATURAL GAS COMPANY SUBJECT TO THE PRO-VISIONS OF THIS CHAPTER SHALL FILE TARIFFS WITH THE COMMISSION WHICH INCORPORATE THIS CHAPTER IN ITS EN-TIRETY.

CASE NO. 76-515-GA-ORD EFF.

CERTIFICATION

RICHARD L. SMITH, SECRETARY

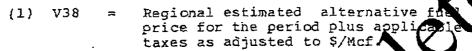
(DATE)

PROMULGATED UNDER: R. C. SECTION 111.15
RULE AMPLIFIES: R. C. SECTIONS 4905.302
AND 4905.303

#### APPENDIX C

## (A) Final Gas Cost Recovery Rates

The final gas cost recovery rates (GCRF and GCRN) shall be determined as follows:



- (2) V39 = Regional estimated composite base rate for gas as determined by taking the weighted average rate for non-exempt customers for the veriod.
- (3) V40 = Adjusted estimated reg chal alternative fuel price for the period.

V38 ~ V39

V40 - 1GCR

V41 x V42

 $\sum_{R=1}^{4} [V43]$ 

(9) V46 = Estimated MSAC credit per Mcf available for the period.

V44 + V45

(IO) GCRF = Final gas cost recovery rate to be applied to the bills of exempt customers for the period.

MGCR - V46

- (11) IPS = Incremental pricing surcharger the for each nonexempt customer for the period.
- (12) GCRN = Final gas cost recovery here to be applied to the bills of n nexempt customers for the period.

GCRF + IPS

## (B) MSAC Credit Balancing Caldlation

The total net adjustment from all regions to be applied to AA shall be determined as sollows:

- (13) V47 = Actual seles to customers for the priod.
- (14) V48 = ctual credit to customers for the period.

V47 x V46

Regional alternative fuel price as quoted for the period by the Energy Information Agency plus applicable taxes as adjusted to \$/Mcf.

- Actual average rate per Mcf for gas for each nonexempt customer for this period.
- (17) V51 = Incremental pricing surcharge rate for each nonexempt customer for the period (cannot be less than zero).

V49 - V50

(18) V52 = Actual nonexempt purchases by each nonexempt customer for the period.

(19) V53 = Actual MSAC for each nonexempt customer for this period.

V52 x [V51 + GCRF - MGCR]

(20) V54 = Total actual MSAC for all nonexemptous customers for the period.

 $C \qquad \qquad [V53]$ 

(21) V55 = Total net adjustment from all regions to be applied to AA.

V48 - V54

(22) V56 = Grand total et djustment to be applied to AA (Schedule III).



(23) MGCR

reflects the net of the MSAC balancing adjustment rate.

$$\frac{GCR}{q=1} - \frac{4}{\sqrt{256 \div V11}}$$

CT ( NGPA )		variation   pecton	-			-							,		GCR	or orno.		<b>&gt;</b>
WITURAL GAS POLICY ACT	DATE	MOTOR	14						·		¢¢.	MCF	\$/MCF	S/MCIS	ON SAN ITHIE	S WISS	<b>–</b>	
		BISCTON	13				-				VAA	45		<u>ひ</u>	ERLY REVISE	OTILITIES (	DY:	•
TALKON PURSUANT TO TITLE II OF THE PERIOD FINAN	OT OT		UNITE	\$ /MCF	\$/NOT	\$/MCF	\$ /MCII	\$/MCF	MOF	5	と	7		· ·	RID WITTH COARCE	OF THE POBLIC UTILITIES OF THE 19	Ė	i
PURSUANT TO T		,		V38	V39	040	X		742	V43		THE PERIOD		PLIED TO BILLY NUS LINE 10 )	O REPORTS FIF	DAILE FILED		
MON-EXETITE CCR CALCU	ANTE OR THE PERIOD FROM TO FOR THE PERIOD FROM	TIN PETERBOCE	PARTICULARS	ESTIMATISD ALTERNATIVA FURP PRICE FOR	COMPOSITIE BASE RATE FOR AS ( ESTEAMTED )	(3) EQUALS: ADJUSTISD ESTIMATED ALTERNATUE FUEL PRICE FOR THE PERIOD	SCR IN EPPECT FOR THE PERIOD	EQUYLS: NSAC SUNCTIANGE RATE (≥0)	ESTIMATED SALES TO NON-EXEMPT CUSTOMENS FOR THE PERTOD	(7) EQUALS: ESTIMATED CREDIT AVAILABLE	TOTAL ESTINATED CUEDIT FROM ALL REGIONS	D BY: ESTINNIED EXEMPT SALES FOR THE PERIOD	: ESTIMATED MSAC CREDIT PER MCP	GAS COST RECOVERY RATE TO BE APPLIED TO BILL'S OF EXPRINT CUSTOMBRS (LINE 4 MINUS LINE 10 )		THIS REPORT FILED FURSIANT TO ORDER NO. 19		
CC" TANY NAIE  EXTENSITED AN	CCRF BILLY	* MITA		(1) ESTIMATED AI THE PENIOD	(2) LISS:	(3) ECONTS	(4) IESS:	SINOZE (S)	(6) TTMES:	# (7) EQUALS:	# (0) TOTAL I	# (9) DIVIDED BX:	(1.0) FRUNE:	i com:	THE REAL PROPERTY.	THIS REPORT DAVIED		

60 of 103

				sui P	<u> </u>
*	CALCULATION OF	TOTAL ACTUAL	MSAC FOR NON-EX	DPT CUSTCHERS	
CUSTOMER ACCOUNT NO.	ALTERNATIVE FUEL PRICE (V49)	AVERAGE RATE (VSO)	INCREMENTAL PRICING SURCHARGE (V51)	NON-EXEAPT CONSULAPTION (V52)	IPS MSAC
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•					
			0		
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•	Ċ				
	20	,			
Q\\		F - GCR =	SUB-TOTALS		
TEES, TOT	AL NON-EXERT CC	•			

TOTAL ACTUAL HISAC (V34)

4901:1-14

### Appendix D

# Sample Certificate of Accountability

We have examined the quarterly filings of (company) which support the gas cost recovery (GCR) rates for the three-month periods ended (effective ending dates of GCR quarters being audited and for conformity in all material respects with the financial procedural aspects of the uniform purchase las adjustment as set forth in Chapter 4901:1-14 and related aspendices of the Administrative Code. Our examination for this purpose was made in accordance with generally accepted anditing standards and, accordingly, included such tests of the according records and such other auditing procedures as we considered necessary in the circumstances. We did not make a detailed examination such as would be required to determine that each transaction has been recorded in accordance with the finacial procedural aspects of Chapter 4901:1-14 and related appendices of the Administrative Code.

In our opinion, the (company) has fairly determined the GCR rates for the three-month periods ended , , and in accordance with the financial procedural aspects of the uniform purchase gas adjustment as set forth in hapter 4901:1-14 and related appendicts of the Administrative Tode and properly applied the GCR rates to customer bills.

(If applicable specific findings presented for the attention of the commission we attached in a separate "Yemorandum of Findings."

Original Sheet No. 1 Page 1 of 3

# P.U.C.O. No. 2 Tariff for Gas Service

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Issued: , 2017 Effective: , 2017

> Filed Under Authority of Case No. --GA-ATA

> > Issued by President Bryan, Ohio

Original Sheet No. 1 Page 2 of 3

P.U.C.O. No. 2 Tariff for Gas Service

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ce Quality Rules and Regulations Heating Content of Gas	6	2017
ical Branewiy Bules and Beguletians		
ical Property Rules and Regulations	7	2017
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	7	2017
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# **DEFINITIONS**

- A. "Applicant" means any person who requests or applies with the Company for gas service.
- B. "Btu" means British thermal unit.
- C. "Business Day" means, for purposes of initiation or installation of service, a day when a gas or natural gas company performs regularly scheduled installation and, for all other purposes, a day when the Company observes regularly scheduled customer service office hours.
- D. "Ccf" means one hundred (100) cubic feet measured at a pressure of fourteen and six tenths (14.6) pounds per square inch with correction for super compressibility and at a temperature of sixty degrees (60°) Fahrenheit.
- E. "Commission" means the Public Utilities Commission of Ohio.
- F. "Company" means Ohio Gas Company.
- G. "Consumer" means any person who receives service from the Company.
- H. "Customer" means any person who has an agreement, by contract and/or tariff, with the Company to receive service or any person who requests or applies for service from the Company.
- I. "Fraudulent Practice" means an intentional misrepresentation or concealment of a material fact that the Company relies on to its detriment. Fraudulent practice does not include tampering or unauthorized reconnection of gas service.
- J. "Gas Service" means the provision of natural gas by the Company to an Applicant, Customer, or Consumer pursuant to this tariff.
- K. "General Service Rate terms and conditions" means Sheet Nos. 3 through 9 of this tariff.
- L. "Month" means a calendar month or the period of approximately one month in length based on the Customer's billing cycle as established by the Company.

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- M. "Non-Residential Customer" means a customer receiving Non-Residential Service.
- N. "Non-Residential Service" means gas service provided to any location where the use is primarily of a business, professional, institutional, or occupational nature.
- O. "Past Due" means any utility bill balance that is not paid by the bill due date.
- P. "Percentage of Income Payment Plan" ("PIPP") means the income-based payment plan for low-income, residential customers served by the Company.
- Q. "Person" includes an individual, corporation, company, co-partnership, association, or joint venture.
- R. "Postmark" means a mark, including a date, stamped or imprinted, on a piece of mail which serves to record the date of its mailing, which in no event shall be earlier than the date on which the item is actually deposited in the mail. For electronic mail, postmark means the date the electronic mail was transmitted.
- S. "Residential Customer" means a customer receiving Residential Service.
- T. "Residential Service" means gas service provided to any location where the use is primarily of a domestic nature.
- U. "Small Commercial Customer" means a commercial customer which is not a mercantile customer under division (L) of Section 4929.01, Revised Code.
- V. "Tampering" means to interfere with, damage, or bypass the Company's meter, gas line, or gas facilities with the intent to impede the correct registration of a meter or the proper functions of a gas line or gas facilities so far as to reduce the amount of utility service that is registered on or reported by the meter. Tampering includes the unauthorized reconnection of the Company's meters, gas lines, or gas facilities that have been disconnected by the Company.

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# SERVICE RULES AND REGULATIONS

### APPLICATION FOR SERVICE

All applications for service shall be made through the Company or its authorized agents. When no installation of piping is required, the Customer shall notify the Company at least seventy-two (72) hours in advance when requesting a new gas service account. When a gas service line installation is required, the Customer shall notify the Company at least twenty (20) Business Days in advance.

# ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

The Company may require Applicants for service and existing Customers to establish or reestablish their creditworthiness. Establishing credit and reestablishing credit are subject to the Company's written policies and procedures, which will be made available to Applicants and Customers upon request and in instances where the Company requires an Applicant or Customer to establish or reestablish creditworthiness.

## **CUSTOMERS INDEBTED TO COMPANY**

Service will not be supplied to any premises, if at the time of application for service, the Applicant is indebted to the Company for service previously supplied at the same or other premises, until payment of such indebtedness or other arrangement satisfactory to the Company shall have been made.

# TURNING ON GAS - ONLY COMPANY MAY TURN ON GAS

The Customer, after properly applying for service, shall notify the Company when the Customer desires service to be established. Only the Company may establish the initial flow of gas through the meter. Neither the Customer, the Customer's agent, the Customer's employee, nor any other person that is not an authorized agent of the Company shall turn on the gas at the curb or meter stop. A contractor hired by the Customer to repair or modify the Customer's piping facilities or appliances may reestablish the flow of gas to the Customer's house lines, downstream of the meter, by operating the Customer's fuel line stop, after completing such repairs or modifications.

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### RESALE PROHIBITED

No Customer shall supply or sell, or allow to be supplied or sold, gas delivered to the Customer by the Company to another entity except as authorized by the Company.

# **CONTINUITY OF SERVICE**

The Company will furnish necessary and adequate service and facilities in compliance with Section 4905.22, Revised Code. The Company shall make reasonable provision to supply gas in sufficient quantity and at adequate uniform pressure, but does not guarantee constant supply or adequate or uniform pressure. The Company's ability to provide adequate supplies of gas is subject to the Company receiving timely and accurate information. The Company shall not be liable for damages for failure to supply gas or for interruptions in service, and shall be relieved of its obligation 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, and without limitation by the foregoing, accidents or contingencies where construction or other work near the Company's pipes or other facilities, or other causes beyond the control of the Company.

# SERVICE NOT TO BE DISTURBED

No Customer shall attach, or allow to be attached, or use, or allow to be used, 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 allow to be attached, or use, or allow to be used, any appliance that interferes with continuous service to other Customers.

# SERVICE NOT TRANSFERRABLE

No person may commence the use of gas until after applying with the Company. In the event of violation of this provision, in addition to other rights of the Company, such person shall be liable for all gas consumed in the premises from the date such person occupied the premises. 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 submit an application for

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service, provided that successors in interest whose rights arise from death or incompetence of the Customer shall have thirty (30) days in which to apply for service.

# CHANGE OF ADDRESS OF CUSTOMER

When the Customer changes his address, he should give notice to the Company prior to the date of change. The Customer is responsible for all service supplied to the vacated premises until such notice has been received and the Company has had a reasonable time, but not less than three (3) Business Days, to discontinue service.

# **TEMPORARY SERVICE**

The Company, in its sole discretion, may agree to provide temporary service. If the Company agrees to provide temporary service, in addition to regular payments for gas used, the Customer shall pay the cost for all material, labor, and all other necessary cost incurred by the Company in supplying gas service to the Customer at his request for any temporary purpose or use. Temporary service shall not be considered to be initial operation of Residential Service or Non-Residential Service for purposes of compliance with Rule 4901:1-13-05(A)(3), Ohio Administrative Code.

## **CUSTOMER'S REQUEST TO DISCONTINUE SERVICE**

Residential Service. With respect to gas service to a residence, the Customer shall notify the Company before vacating the premises where gas is used or before discontinuing the use of gas. The Customer shall be liable for all charges for gas consumed on such premises until the Company receives the Customer's request to discontinue service and has a reasonable opportunity to discontinue service. If after receiving notice from the Customer, the Company is denied access to the Customer's premises to discontinue service, the Customer will remain financially responsible for the gas service consumed up until the date the Customer vacates the premises, unless the Customer is the individual who denied the Company access to disconnect service or the Customer continues to reside at the premises in which case the Customer will remain financially responsible for gas consumed at the premises until the Company is provided access to discontinue service. The Company may require the Customer to affirm in writing the date the Customer vacates the premises and if a written affirmation is required, the Customer will remain liable for all gas consumed on premises until such written affirmation is provided.

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If a Customer, who is a property owner or the agent of a property owner, requests disconnection of service and the Company through reasonable efforts has determined that there are remaining residential tenants at the premises, the Company is required to notify tenants of the disconnection of service. This notification will be mailed to such tenants or posted in a conspicuous place at the premises at least ten (10) Business Days prior to the scheduled date for disconnection of service. The property owner, or the agent of the property owner, shall continue to be liable for all gas consumed during the ten (10) Business Day notice period. This notice provision shall not preclude the Company from taking appropriate actions where safety or tampering issues are raised.

Non-Residential Service. Non-Residential Customers shall notify the Company before vacating the premises where gas is used or before discontinuing the use of gas. The Customer shall be liable for all charges for gas consumed on such premises until the Company receives the Customer's request to discontinue service and has a reasonable opportunity to discontinue service. If after receiving notice from the Customer, the Company is denied access to the Customer's premises to discontinue service, the Customer will remain financially responsible for the utility service consumed until the Company is provided access to the premises to discontinue service.

# COMPANY'S RIGHT TO DENY OR DISCONTINUE SERVICE

Residential Service. The Company shall have the right to deny or discontinue service to any Residential Customer in accordance with Rule 4901:1-18-03, Ohio Administrative Code.

Non-Residential Service. The Company shall have the right to deny or discontinue service to any Non-Residential Customer in accordance with Rule 4901:1-13-08(C), Ohio Administrative Code.

### **DISCONNECTION PROCEDURE**

The Company will use the following procedure when disconnecting gas service to the Customer.

- 1. <u>The Company may immediately disconnect Customers without prior notice when necessary for safety reasons.</u>
- 2. The Company may immediately disconnect a Customer without prior notice in instances where either of the following occurs:

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(a) the meter, metering equipment, or associated property was damaged, interfered with, displaced, bypassed, or otherwise tampered with by a Customer, Consumer, or other person, or (b) a person not authorized by the Company has reconnected service.

- 3. The Company may disconnect customers for a fraudulent practice after notice in accordance with Rule 4901:1-13-09(C), Ohio Administrative Code.
- 4. <u>Disconnections for a fraudulent practice and delinquent bill disconnections will not occur on a Company holiday or weekend.</u>
- 5. No delinquent bill disconnections may be made after 12:30 p.m. on Thursday, Friday or the day preceding a Company holiday.
- 6. The Company will provide the appropriate County Welfare

  Department with a listing of those Customers whose utility service

  has been disconnected for delinquent bills within 24 hours of such
  action. The Company will provide appropriate procedures to
  ensure a personal contact prior to disconnection or that same day
  notice is given to the appropriate County Welfare department.
- 7. If a third party has been authorized in writing by the Customer to receive notice of pending disconnection of the Customer's service, the Company will provide a notice of the pending disconnection to that party. Such notification by the Company will be given by forwarding a copy of the "final notice" to the designated third party.
- 8. If the Company plans to disconnect the Residential Service of a Customer for the nonpayment of his/her bill, and that Customer resides in an Ohio county in which the Department of Job and Family Services has provided the Company with a written request for notification of Residential Service disconnection prior to the disconnection, then the Company will provide, during the period of the fifteenth of November to the fifteenth of April, the appropriate county Department of Job and Family Services with a listing of those Customers whose service will be disconnected for nonpayment.

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- 9. Those Company employees actually performing the disconnect shall be authorized to accept payment in lieu of disconnection.

  That employee, however, will not be authorized to make any extended payment arrangements.
- The Company will not disconnect service to a Residential Customer 10. for a period of thirty (30) calendar days in instances where the Company has received certification in accordance with Rule 4901:1-18-06(C)(2), Ohio Administrative Code, that disconnection of service would be especially dangerous to the health of any Consumer who is a permanent resident of the premises or when the disconnection or service would make operation of necessary medical or life-supporting equipment impossible or impractical. Pursuant to Rule 4901:1-18-06(C)(3)(h), Ohio Administrative Code, a Consumer may renew the medical\_certification two additional times (thirty (30) calendar days each) by providing additional medical certificates to the Company so long as the total medical certification period does not exceed ninety (90) calendar days per household in any twelve (12) month period. To avoid disconnection following the medical certification period, the Customer shall enter into an extended payment plan prior to the end of the medical certification period. The Company may refuse to accept a medical certification if there is an outstanding balance for a returned check on the Customer's account if that outstanding balance is not paid.

# REINSTITUTION OF SERVICE FOLLOWING DISCONNECTION

Following disconnection of service, the Company will reinstitute service to a Residential Customer in accordance with Rule 4901:1-18-07, Ohio Administrative Code, and will reinstitute service to a Non-Residential Customer in accordance with Rule 4901:1-13-08(E), Ohio Administrative Code. Reinstitution of service is also subject to the Company's Reconnection Charge (Sheet No. 5).

### INFORMATION RELATIVE TO SERVICE

Information relative to the service that will be supplied at a given location should be obtained from the Company in writing. The Company will not be responsible for mistakes of any kind resulting from information given orally or over the telephone.

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# **BILLING AND METERING RULES AND REGULATIONS**

# **BILLING PERIODS**

Bills ordinarily are rendered regularly at monthly intervals, but may on occasion be rendered more or less frequently. Non-receipt of a bill or bills by the Customer does not release or diminish the obligation of the Customer with respect to payment any bill.

# **BILL DUE DATE**

A bill is due within fifteen (15) days of its postmark and becomes delinquent if not paid within such fifteen (15) days. Each delinquent bill is subject to the Company's Late Payment Charge (Sheet No. 5).

# **INSUFFICIENT FUNDS**

In the event the Customer supplies the Company with a check or other instrument for which the Customer does not have sufficient funds to permit Company to obtain cash in exchange for such check or instrument, the Customer will be subject to the Company's Bad Check Charge (Sheet No. 5) for each occurrence.

# METER READING

Except where otherwise agreed to by the Company and the Customer, the Company will make reasonable attempts to obtain an actual meter reading by Company personnel or agents every other month. If the Company is unable to obtain an actual meter reading, it will render a bill based on estimated usage at the premises. "Actual meter reading" shall mean reading of an indoor or outdoor meter by an authorized agent or employee of the Company or through electronic or other means acceptable to the Commission. The Company will obtain an actual meter reading at the initiation and/or the termination of service if the meter has not been read within the immediately preceding seventy (70) days and access to the meter is provided, or at the request of the Customer if the meter has been read within the preceding seventy (70) days. If the Customer has refused the Company access to its meter or other property, or if the Company has been unable to obtain an actual meter reading at least once within any twelve (12) month period, the Company may terminate service in accordance with these Rules and Regulations. The Company may obtain a court order to gain access to its meter or other property.

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If consumption is billed pursuant to an Applicant requesting the Company to provide services on a non-metered basis, and the Company in its sole discretion agrees to provide service on a non-metered basis, such non-metered service shall be billed on an estimated basis.

# QUANTITY OF GAS DELIVERED BY METER

Gas will be measured by a meter installed by the Company, which shall be and remain the property of the Company. Consumption shall be determined on the basis of the meter registration and bills shall reflect the consumption so registered provided that the Company may estimate the consumption in some months as set forth in these Rules and Regulations. Any mistake in reading the registration, however, shall not affect the liability for gas consumed as determined by a corrected meter reading.

Without prejudice to its providing metered service, where warranted, the Company may provide service on a non-metered basis, using for billing purposes the approximate average consumption of such appliance at the rate applicable in the area. When the meter is not read, the Company may estimate the quantity of gas consumed and render a bill for such quantity.

# METERS READING CORRECTLY, METER TESTING, REPLACEMENT OF METERS READING INCORRECTLY

A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly.

The Company will test a meter's accuracy upon the Customer's request, and if the Customer wishes in the Customer's presence, with a tested and sealed meter-prover within thirty (30) Business Days of the Customer's request. If the meter is found to be registering correctly, the Customer will be assessed a Meter Test Charge (Sheet No. 5).

A meter registering incorrectly will be replaced by the Company at its own expense.

### BACK BILLING

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done in accordance with these Rules and Regulations, Section 4933.28, Revised Code, and Rule 4901:1-13-04, Ohio Administrative Code.

# CUSTOMER WITH MORE THAN ONE METER

A Customer may be supplied through more than one meter. Each meter will be considered a separate account.

### DELINQUENT BALANCE TRANSFER

The Company shall have the right to transfer a delinquent commercial or industrial account balance, regardless of the service address, to another commercial or industrial account in the name of or owned by the same customer or owner of that business or establishment.

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# MISCELLANEOUS CHARGES

# RECONNECTION CHARGE

Where the Company reconnects or reestablishes gas service to the same Customer at the same premises during regular business hours (business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays), a charge of forty dollars (\$40.00) shall be assessed. If said service is provided at a time other than regular business hours, a charge of fifty dollars (\$50.00) shall be assessed.

# FIELD COLLECTION CHARGE

The Company may assess a Field Collection Charge of fifteen dollars (\$15.00) for each account in the following circumstances:

- An employee is dispatched to a Customer's premises to disconnect service due to nonpayment and the Customer pays the delinquent bill to avoid disconnection; or
- An employee is dispatched to a Customer's premises to accept payment in lieu of disconnection.

# **BAD CHECK CHARGE**

In the event a Customer supplies the Company with a check or other instrument for which the customer does not have sufficient funds to permit the Company to obtain cash in exchange for such check or instrument, an additional charge of twenty dollars (\$20.00) shall be added to the billed amount.

# LATE PAYMENT CHARGE

A one-time five percent (5%) Late Payment Charge calculated on the current bill amount will be assessed to each bill not paid in full by the due date indicated on the Customer's bill.

### TIE-IN CHARGE

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denial of access, the Customer will be assessed the Company's actual cost to reconnect service. Unauthorized use of service includes, but is not limited to:

- Detection by the Company of a meter having been turned on after the Company disconnected service for nonpayment;
- 2. Detection by the Company of a meter or curb valve having been turned on after the Company disconnected service for nonpayment;
- 3. Detection by the Company of bypassing meter inlet and outlet connections after the removal of a meter; or
- 4. Repeated denial of access to the Customer's meter.

# THEFT OF SERVICE/TAMPERING INVESTIGATION CHARGE

Whenever the gas service meter, metering equipment, or associated property is damaged, interfered with, displaced, bypassed or otherwise tampered with by a Customer, Consumer, or other Person, or when a Person not authorized by the Company has reconnected service, and the Company investigator has been dispatched to investigate the matter prior to disconnection, the Customer shall pay to the Company the Company's actual costs related to the investigation. If the Customer's service was disconnected as a result of any of the foregoing, the Customer must pay the Theft of Service/Tampering Investigation Charge prior to the Company's reconnection of service in addition to other required reconnection charges. The Theft of Service/Tampering Investigation Charge will only be levied in those circumstances where the Company has reasonable proof of the Customer's fraudulent or damaging practice. Reasonable proof includes, but is not limited to: an admission by the Customer; documentation evidencing the fraudulent or damaging practice; or personal observation by Company personnel or representatives of the Company.

### METER TEST CHARGE

If a meter is tested at the request of a Customer and said test result demonstrates the meter was operating within accepted tolerances, a charge of forty dollars (\$40.00) shall be assessed. If the meter was not operating within accepted tolerances, there shall be no charge for the test or removal.

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# METER RELOCATION CHARGE

When changes in a building or property, or arrangements therein, render the meter inaccessible or exposed to hazards, or if the Customer requests the Company to relocate its meter, the Customer shall bear the Company's actual cost necessary to relocate the meter and other Company property.

## **EXCESS FLOW VALVE CHARGE**

When a Customer requests that the Company install an excess flow valve ("EFV") on a service line, not exceeding 1,000 standard cubic feet per hour ("SCFH") that is otherwise not required to be installed by the Company, the Company will install the EFV at cost to the Customer and on a mutually agreeable date upon the Customer executing an agreement with the Company agreeing to pay for the costs of such installation. The Customer is required to pay a deposit of fifty percent (50%) of the estimated cost of installation of an EFV at the time of executing an agreement for the installation. The balance of the actual cost of installation must be paid by the Customer upon completion of all work related to the installation. If the balance is not paid within sixty (60) days, it will be included on the Customer's next gas bill and subject to the Company's penalties and disconnection procedures for non-payment of a Customer's gas bill.

The Company is not required to install an EFV if one or more of the following conditions is present:

- The service line does not operate at a pressure of 10 PSIG or greater throughout the year;
- The Company has prior experience with contaminants in the gas stream that could interfere with the EFV's operation;
- The EFV could interfere with necessary operation or maintenance activities; or
- An EFV meeting applicable performance standards is not commercially available.

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# SERVICE QUALITY RULES AND REGULATIONS

# HEATING CONTENT OF GAS

Pursuant to Section 4933.06, Revised Code, and except as otherwise provided in arrangements approved under Section 4905.31, Revised Code, gas delivered to Customers shall have a heating value of not less than nine hundred (900) Btu per cubic foot when measured in the laboratory by direct heat release or by chemical composition, according to the procedures of the American Society for Testing and Materials or other recognized analytical methods in effect on the effective date of this section. The gas delivered by the Company to Customers may have a heating value that exceeds nine hundred (900) Btu per cubic foot.

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# PHYSICAL PROPERTY RULES AND REGULATIONS

# METER FURNISHED BY COMPANY

The Company will furnish each Customer with a meter of such size and type as the Company may determine will adequately serve the Customer's requirements and such meter shall be and remain the property of the Company and the Company shall have the right to replace it as the Company may deem necessary.

### METER LOCATION

The Company shall determine the location of the meter. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Customer shall grant the Company access to premises to relocate the Company's meter and any other property of the Company to a location that is accessible and free from hazards and the Customer shall bear the Company's actual cost necessary to relocate the meter and other Company property.

### ONLY COMPANY CAN CONNECT METER

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

### ACCESS TO PREMISES

The Company and its authorized employees shall have free access at all reasonable times to all of the premises in which gas supplied by the Company is used or is to be used. Upon request, an employee shall identify him or herself, provide Company photo identification, and state the reason for the visit.

# **RIGHT-OF-WAY**

Customers, without reimbursement, will make or procure conveyance to the Company of right-of-way satisfactory to the Company across the property owned or controlled by the Customer for the Company's distribution mains, extensions thereof, or appurtenances necessary or incidental to the supplying of service to the Customer.

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# CUSTOMER'S RESPONSIBILITY FOR PIPES AND APPLIANCES

The Customer shall own and maintain the house piping from the outlet of the meter to gas burning appliances. The Company shall have no obligation to install, maintain, or repair said piping. The Customer shall also own and maintain all gas-burning appliances. The Company shall have no obligation to install, maintain, or repair appliances.

# STANDARDS FOR CUSTOMER'S PROPERTY

The Customer's house lines, fittings, valve connections and appliance venting shall be installed with materials and workmanship which meet or exceed all requirements established by law, regulation, building codes, or otherwise. Prior to initial establishment of service, the gas piping downstream of the meter must be inspected, either by a local building code authority or other appropriate governmental entity, by a person specifically authorized by such authority or entity to conduct such inspections, or by the Company if no such authority, entity, or person conducts such inspections. In addition, prior to the establishment or reestablishment of gas service, the gas piping downstream of the meter must be tested by the Company, or its representative, in accordance with Rule 4901:1-13-05(A)(3), Ohio Administrative Code, to determine that no leaks exist.

# 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 house lines, fittings, valve connections, equipment, or appliances and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship.

# PRESSURE REGULATORS

Where service is provided from intermediate or medium pressure distribution lines, the Company shall furnish the necessary regulator or regulators, which regulator or regulators shall remain the property of the Company. If it becomes necessary to construct, operate, and maintain a heater on the inlet side of the high pressure regulator to maintain satisfactory operation of the regulator or regulators, the gas used in such heater shall be at the cost of the Customer and shall be taken from the outlet side of the meter serving the Customer.

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## CUSTOMER SHALL NOT TAMPER WITH COMPANY EQUIPMENT OR PROPERTY

The Customer shall not tamper with the Company's equipment or property. If any meter or regulator, or the pipes, fittings, connections, or other Company property used in supplying gas to such meter or regulator, is tampered with by a Customer, his agent or employee, or otherwise, the Company may remove such meter or regulator and may permanently discontinue the supply of gas to such Customer. At the Company's option, the Company may reconnect gas supply to the Customer if the Customer satisfies the requirements for reconnection of gas following disconnection for tampering or other fraudulent activities as set forth in these Rules and Regulations.

# **EXTENSIONS OF GAS DISTRIBUTION MAINS**

The Company will extend its distribution mains for the furnishing of gas on any dedicated street or highway without imposing a specific charge on the Consumer for such extension so long as at least one Consumer on an average of each 100 feet of pipe in the street or highway in which the extension is to be run shall first agree to take a supply of gas at the applicable rate, which measurement shall be taken from the end of the nearest distribution main with adequate capacity. Where application for service is made and when providing such service would require an extension of a main in excess of an average of 100 feet for each Applicant for service, the Company may enter into an extension agreement with the Applicant or Applicants providing for a deposit with the Company of a sum deemed adequate by the Company to cover the cost to be incurred by it for that portion of the extension in excess of the average of 100 feet for each Applicant to be served. The agreement covering the main extension must be signed by the owner of the premises to be served. Moreover, if the Applicant elects the monthly payment option in the main extension agreement, as more fully described below, said agreement shall require the Applicant to inform the prospective and subsequent owners at the premises of the monthly payment terms and conditions. The Applicant and the Company must agree on the meter location and the point of delivery of gas before any piping is laid or installed on the premises to be served.

When an extension of the Company's main to serve an Applicant amounts to more than 100 feet per Customer, the Company shall offer an Applicant who is an end-use Customer the option of making the required payment in the form of: (a) a one-time deposit; or (b) a monthly payment. An Applicant who is not an end-use Customer shall not be eligible for the monthly payment option. If the Company determines, in its sole judgment, that the nature of a main extension is such that it puts the Company at undue

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risk of recovery, the Company may require different arrangements as a condition of such main extension. The required payment(s) shall be determined as follows:

- 1. The one-time deposit shall equal the estimated construction cost, net of the applicable entitlement extension footage for each permanent Customer initially connected to the main extension.
- Where the Applicant has elected the monthly payment option, said monthly payment shall be billed to the Applicant or subsequent Customers at the same premises for the shorter of a period of five (5) years or until the cost of the main extension is included in the rates and charges for service and shall be considered part of the utility bill subject to disconnection of service for nonpayment. The monthly payment shall equal that amount needed to compensate the Company for the embedded cost of service associated with the main extension. Such cost of service shall include operation and maintenance expenses, including taxes, depreciation, and return on rate base reflected in the current rates on the construction cost, net of the applicable entitlement extension footage. The monthly payment amount shall be determined by an economic feasibility study based on recovery of the embedded cost of service of the main extension and related facilities. The Company shall retain for the duration of the payment period the economic feasibility study setting forth the embedded cost of service and provide it to the Customer(s) upon request.

Where a one-time deposit is received by the Company pursuant to a main extension agreement, said deposit shall be subject to refund within a period of ten (10) years from the date of the main extension agreement if additional Customers tap into the main extension paid for by such Customer(s). The amount of refund shall equal the difference between the amount deposited and the amount that would have been required to be deposited had the additional Customer agreed to take supply of gas from the Company under its applicable rates at the time the main extension agreement was entered into. In no event shall the amount of a refund of a one-time main extension deposit exceed the amount deposited. No refund of a one-time main extension deposit shall be made after ten (10) years from the date of the main extension agreement and such deposit shall, over such period, become the property of the Company. One-time main extension deposits shall bear no interest. No reimbursement applies to the further extensions or lateral extensions of the main.

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Where the Applicant has elected the monthly payment option, the Company shall credit such monthly payment commencing when each additional Customer connects to the main extension. Such credit shall be the embedded cost of service associated with the 100-foot entitlement of each additional Customer using the methodology consistent to the original monthly payment calculation. In no case shall the monthly credit for additional Customers exceed the initial monthly payment. No reimbursement applies to the further extensions or lateral extensions of the main.

The Company shall not be required to make any extension of it is mains during the months of December, January, February, and March of any year.

# **EXTENSIONS OF SERVICE LINES**

The Company shall not be required to lay service lines across paved streets or highways or lay any service lines during the months of December, January, February and March of any year.

The Company may enter into a service line extension agreement with the Applicant or Applicants providing for the recovery of such amount, as the Company deems adequate to install that portion of the service line required to furnish gas service to the Applicant. The Applicant shall be responsible for the entire cost of any service line required to furnish gas service on the Applicant's premises. All service lines shall remain the property of the Company and the Company shall have the right of access to said service lines for repairs, maintenance, leak surveys, replacement, and other reasonable purposes.

The Company shall have the option of offering the Customer one of two methods of payment for service line extensions: (a) a lump sum payment; or (b) a monthly payment. The monthly payment option shall be for up to three (3) years. Where the Customer has agreed to the monthly payment offered by the Company, the monthly payment shall be billed to the Applicant for a period of up to three (3) years and shall be considered part of the utility bill subject to disconnection of service for nonpayment. The agreement covering the service line extension must be signed by the owner of the premises to be served. If the Applicant has agreed to the monthly payment option offered by the Company, the agreement shall require the Applicant to be responsible for the balance due upon transfer of ownership of the premises.

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In addition to the cost of the service line, the Company may require the Applicant to provide a deposit with the Company of the Applicant's share of a main extension if the Company determines:

- 1. The service line requested by the Applicant is to be connected to a main extension that the Company installed that was the subject of a main extension agreement with a current Consumer or its successor:
- 2. The Applicant previously refused to enter into a main extension agreement related to the main extension to which the service line will be attached; and
- 3. The Applicant's request for a service line is received by the Company within ten (10) years of the completion of the main extension to which the Applicant is seeking to connect a service line.

The Applicant's deposit shall be the amount that the Applicant would have deposited with the Company for the main extension if the Applicant had agreed to a main extension agreement at the time the Applicant previously refused to enter into the main extension agreement. The Company and Applicant shall comply with all terms and conditions otherwise applicable to an extension of a gas distribution main, except that the period that the deposit is subject to refund shall extend to a date no later than the date applicable to the first deposit the Company received related to the main extension.

## REMOVAL OF PROPERTY NO LONGER IN SERVICE

In instances in which the Company's pipes or other property are no longer in service, the Company shall have the right, but not the obligation, to enter the property of non-Customers to remove the Company's non-operational pipes or other property located on the non-Customer's property.

# SPECIAL SERVICE

If a municipality (unless otherwise provided for in a franchise agreement) or other public authority, that possesses the requisite authority, requires the Company to relocate its pipes or other property in a right-of-way, that municipality or public authority shall be responsible for the Company's actual costs in relocating such pipes or other property.

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If a municipality (unless otherwise provided for in a franchise agreement) or other public authority, that possesses the requisite authority, requires the Company to construct its pipes or other property in a manner that differs from the Company's common practices, that municipality or public authority shall be responsible for the incremental costs, if any, incurred by the Company as a result of the specially required installation.

In all other circumstances, if an entity requests the Company to relocate any of its pipes or other property or construct its pipes or other property in a manner that differs from the Company's common practices, the Company may, in its sole discretion, agree to relocate its pipes or other property or alter its common construction practice(s) on the condition that the entity agrees to pay the Company's actual costs associated with the relocation or alteration of practices.

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# GENERAL

# TARIFF DISCLOSURE

A full and complete copy of the Company's current tariff covering rates and charges for service and terms and conditions of service are available at the Public Utilities Commission of Ohio's website at www.puco.ohio.gov. The Company's applicable tariffed rules and regulations are also available to Customers upon request and will be provided within five (5) Business Days. Paper copies of any items requested shall be provided at cost.

### RIGHT TO MODIFY

The Company reserves the right to modify, alter, or amend these Rules and Regulations and to make such further and other rules and regulations as experience may suggest and as the Company may deem necessary or convenient in the conduct of its business.

# COMPANY'S TARIFFS SUBJECT TO COMMISSION RULES, ORDERS, AND REVISED CODE

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 and to the laws contained in the Revised Code.

### CURTAILMENT OF GAS SERVICE AND ENFORCEMENT OF CURTAILMENT

Customers of the Company may have their natural gas service curtailed during periods when inadequate supplies of natural gas exist to meet their total demands. Curtailment of Customers shall take place in the following order, with residential requirements being the last to be subjected to curtailment:

- Industrial requirements for boiler fuel use of more than 500 Ccf per day;
- 2. All remaining industrial requirements in excess of plant protection and all commercial and public authority buildings on a pro-rata basis, with a 30% curtailment limit on the commercial and public authority buildings;

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- Commercial and public authority requirements in excess of plant protection;
- Residential requirements.

A Customer of the Company which is subject to curtailment by the Company may have its service terminated in the event the Customer fails to restrict its gas consumption to authorized amounts. In such situations, the Company shall provide the Customer and the Public Utilities Commission of Ohio written notification of its intention to terminate gas service two (2) Business Days prior to terminating service. Any termination of service carried out pursuant to this provision shall continue until the Customer is entitled to gas under the curtailment plan specified herein. Any Customer receiving notice of termination of gas service may request the Public Utilities Commission of Ohio to stay the termination provided just cause can be shown as to why the termination should not be permitted.

In addition to termination of service, a Customer which exceeds its authorized gas usage may be required to compensate the Company for the Customer's proportionate share of the additional costs, if any, the Company incurs as a result of the Customer's conduct. As utilized herein, the additional costs recoverable from overrun Customers shall include the cost of any additional gas purchases caused by the overrun and the cost of any penalty which is actually assessed to the Company by its supplier because of the overrun.

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# GENERAL SERVICE

To any residential, commercial or industrial customer for general service, manufacturing, processing and/or building heating and/or cooling at any one location subject to any governmental restrictions which may affect the Company's ability to provide new or additional gas service. Service under this rate schedule is subject to the Rules and Regulations in this tariff (Sheet Nos. 3 to 8)

# DISTRIBUTION RATE

The distribution rate under this schedule includes the base rates and rider rates provided or referenced below.

# BASE RATE

Customer Charge	\$10.39 per month
For the first 10,000 Ccf	
used per month	\$0,15443 per Ccf
For all Ccf used over 10,000 Ccf	
per month	\$0.09518 per Ccf
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# **RIDERS**

Service under this rate schedule is subject to the following riders: Gross Receipts Excise Tax Rider (Sheet No. 11); Percentage of Income Payment Plan Rider (Sheet No. 12); and Uncollectible Expense Rider (Sheet No. 13).

# RECOVERY OF INCLUDABLE COST OF GAS SUPPLIES

Pursuant to Chapter 4901:1-14, Ohio Administrative Code, and by the terms of this tariff, the total rate charges under this schedule consists of the distribution rate plus the appropriate gas cost recovery rate specified in the Uniform Purchased Gas Adjustment Rider (Sheet No. 14).

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# TRANSPORTATION SERVICE

## **DEFINITIONS**

In addition to the definitions contained in Sheet No. 2, the following terms shall have the meanings indicated below for purposes of Transportation Service (Sheet No. 10), and any defined term contained in these definitions supersedes a definition provided in the definitions contained in Sheet No. 2:

- A. "Ccf" means one hundred (100) cubic feet measured at a pressure of fourteen and six tenths (14.6) pounds per square inch with correction for super compressibility and at a temperature of sixty degrees (60°) Fahrenheit.
- B. "Customer" means an individual, governmental or corporate entity taking transportation service hereunder where the gas is delivered to the Company for the Customer using gas supply allocation, upstream capacity allocation, allocation of responsibility for existing gas supply and related services previously used by the Company to provide bundled or transportation service to the Customer and billing methods developed for such purpose.
- C. "Customer Group" means two or more Customers who combine their gas requirements and purchase gas from a designated pool or program or supplier(s) where the gas is delivered to the Company for the Customer Group using gas supply allocation, upstream capacity allocation, allocation of responsibility for existing gas supply, and related services previously used by the Company to provide bundled or transportation service to any or all members of the Customer Group and billing methods developed for such purpose.
- D. "Delivery Point" means the location at which the Customer first delivers its gas to the Company.
- E. "Firm Service" means the quality of service provided under the terms and conditions of the schedule with the Company providing service absent a force majeure condition.
- F. <u>"Gas" means the gas that is redelivered to Customer's meter at the Redelivery Point, and made available to the Company under this schedule.</u>

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- G. "Imbalance" means the daily difference between the guantity delivered by the Customer to the Company at the Delivery Point and the quantity consumed by the Customer as measured at the Redelivery Point. It is understood that the quantity received by the Company at the Delivery Point must exceed the quantity measured at the Redelivery Point by the Company's unaccounted-for gas ("UFG"). An imbalance exists when actual receipts adjusted for unaccounted-for gas are either greater or less than actual deliveries. The term "day" or "daily" shall have the same meaning as established by the supplier that makes Customer's gas available to the Company at the Delivery Point.
- H. "Index" means the monthly value determined based upon the published price for the Texas, Oklahoma region reported in the table "Prices of Spot Gas Delivered to Panhandle Eastern Pipe Line Company" ("PEPLC") in the first issue of "Inside F.E.R.C.'s Gas Market Report" for the month in which deliveries are made. In the event this publication ceases to exist as a convenient reference, the value shall be determined based upon accepted industry practice as applied to the determination of prices for first of the month spot purchases from the same region and delivered to PEPLC.
- "Interruptible Service" means the quality of service provided under the terms and conditions of this schedule with the Company providing service only when available each day based upon the reasonable judgment of the Company. Whenever the Company decides it is desirable for operational, gas supply, capacity, safety, or economic considerations, the Company may discontinue service under this schedule provided that the Company shall attempt to provide verbal notice of such discontinuation. The Company's failure to provide notice under this schedule and its failure to provide notice prior to discontinuance of service shall not give rise to any claim, cause of action, or right in the Customer.
- J. <u>"Month" means calendar month or the period of approximately one month in length based on the Customer's billing cycle as established by the Company.</u>
- K. "Nomination" means the quantity of gas which the Customer will have delivered to the Delivery Point for redelivery by the Company for the relevant period. It is understood that the ultimate nomination each month must take into account the Company's allowance for UFG and any similar reductions made by other transporters.

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- L. "Primary Firm" means the delivery of natural gas by a Customer or Customer Group to a Delivery Point between the Company and the interstate pipeline supplying such natural gas, under a firm transportation agreement that specifies the Company as the primary receipt and Delivery Point.
- M. "Redelivery Point" means the location where gas is metered for delivery to the Customer's premises for billing purposes. In the case of a Customer Group, the Redelivery Point shall be the billing meter for each member of the Customer Group.
- N. <u>"Single Location" means a facility located on contiguous property separated only by a roadway, railway, or waterway.</u>
- O. <u>"Transportation Service First Block Rate" means the volumetric rate stated in the Transportation Service rate schedule that applies to the first 10,000 Ccf of gas supplied under this rate schedule.</u>

# **APPLICABILITY**

Transportation service pursuant to this schedule consists of delivery of Customer- or Customer Group-owned or supplied gas volumes injected by or on behalf of the Customer or Customer Group into the Company's facilities for redelivery by the Company. The Company provides no assurance of continued delivery of gas in the event of interruption of the Customer's or Customer Group's supply. Subject to capacity constraints, transportation service under this schedule is available to the Company's Customers and Customer Groups who: (1) enter into a transportation service agreement; (2) have purchased or otherwise arranged for a supply of natural gas of acceptable quality on a Primary Firm basis; (3) have made arrangements to establish metering or other monitoring equipment which may be reasonably necessary to permit the Company to satisfy the Customer's service needs as well as the needs of the Company's other customers; and (4) use in excess of fifty thousand (50,000) Ccf per year. For purposes of the fourth requirement, if the Customer has multiple meters at a Single Location, the usage across all meters located on the Single Location may be totaled to satisfy the fifty thousand (50,000) Ccf requirement. The Customer or Customer Group must qualify for transportation service under the P.U.C.O. Gas Transportation Program Guidelines, must have requested that the Company transport such gas, and have provided for the delivery of such gas to a point on the Company's existing system which is acceptable to the Company for redelivery at a point on the Company's system which is acceptable to Company. The Company reserves the right

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to decline requests to provide service and discontinue service whenever rendering such service would be detrimental to the operation of its system. Notwithstanding this tariff offering, the Company may continue to enter into transportation service arrangements pursuant to Section 4905.31, Revised Code, when, in its judgment, the circumstances warrant a specific arrangement to address the nature of the service to be provided. Nothing in this schedule shall be understood to indicate that the Company shall not provide transportation service in accordance with ordinances enacted by municipalities provided such ordinances are accepted by the Company. The different types of transportation service are as follows:

Firm Service. The Company shall allocate and reserve pipeline capacity of the Company's facilities on behalf of the Customer for redelivery of the Customer's supply for consumption by the Customer.

Interruptible Service. The Company shall accept the Customer's supply for redelivery to the Customer based on the expected or actual available capacity of the Company's facilities. Interruptible capacity shall be determined after considering all capacity commitments relative to firm transportation.

### **TERM**

Customers that elect to request transportation service will be required to execute a written service agreement prior to the commencement of any service. Unless otherwise agreed, service agreements shall provide for a primary term of three (3) years, continuing thereafter on a year-to-year basis, subject to cancellation by the Company or the Customer on 180 days' written notice or as otherwise agreed by the Company.

### CAPACITY

Where the Company has agreed to provide the Customer with Firm Service requested by the Customer, 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, recognizing the Company's UFG. The Company's obligation to accept the Customer's supply for redelivery for the Customer's consumption of all volumes in excess of the Customer's firm capacity shall be best efforts.

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#### UNACCOUNTED-FOR GAS ("UFG")

Unless otherwise agreed, the Customer shall have the right to retain, pursuant to this schedule, 100% of the gas delivered to the Company, less the average system-wide UFG percentage.

#### TRANSPORTATION RATES

The rates and charges for transportation services will be as follows:

Base Rates. Firm and interruptible service base rates shall not exceed the amounts specified below as adjusted to reflect the effect of all riders and other applicable charges. For Customers electing transportation service on and after December 31, 1996, the base rates may be adjusted by the Company to permit the Company to recover the Customer's or the Customer Group's appropriate share of unavoidable gas supply-related costs incurred by the Company to meet the requirements of the Customer or the Customer Group as those requirements would otherwise exist but for the election. The Company shall attempt to reduce and eliminate such unavoidable costs provided that such efforts do not place its other customers at an economic or service disadvantage. Base rates, at the Redelivery Point, for service before adjustment for unavoidable gas supply-related costs and applicable riders are as follows:

Customer Charge: \$10.39 per Redelivery Point per month
For the first 10,000 Ccf per month
For all Ccf over 10,000 per month
\$0.09518 per Ccf per month

Riders. The base rates shall be subject to the following riders: Gross Receipts Excise Tax Rider (Sheet No. 11); Percentage of Income Payment Plan Rider (Sheet No. 12); and Uncollectible Expense Rider (Sheet No. 13). Service under this rate schedule is also subject to the Rules and Regulations in this tariff (Sheet Nos. 3 to 8).

### **IMBALANCES**

The Customer's daily gas consumption at the Redelivery Point shall equal the daily volume of gas the Customer delivers to the Company at the Delivery Point (subject to the adjustment for unaccounted-for gas) plus or minus five percent (5%). For each Ccf of positive or negative imbalance in excess of five percent (5%) each day (excess

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imbalance), and unless otherwise agreed, the Customer shall pay to the Company an imbalance fee as follows:

- A. If a negative excess imbalance exists, the Customer shall be obligated to pay to the Company a sum (in addition to all other charges specified herein) equal to the higher of: (1) the total amount of the negative imbalance multiplied by the Transportation Service First Block Rate and its successors on file and approved by the Commission, including the applicable charge for the cost of purchased gas, or (2) the highest penalty amount incurred by the Company as a result of or in connection with such imbalance pursuant to an interstate pipeline tariff multiplied by the imbalance quantity. This additional charge does not entitle the Customer to rely upon the Company to secure a supply of gas or provide standby or partial service but merely represents a means for eliminating the imbalance condition to the extent the Company has gas available to it without imposing additional cost on other Customers.
- B. If a positive excess imbalance (actual daily volume of the Customer's gas delivered to the Company for redelivery to the Customer adjusted for unaccounted-for gas more than five percent (5%) greater than actual gas consumption), the Company shall eliminate the imbalance by purchasing the excess imbalance according to the following schedule:

 <u>Percentage</u>	
 Imbalance Level	Sales Price
 0-5	No Sale
> 5-10	9 x index
 > 10-20	.7 x index
> 20	.5 x index

#### TITLE TO GAS

Any C	ustomer	taking	transpo	rtation	service	pursu	<u>ıant</u>	to th	is so	<u>hedule</u>	warrants	that it
has titl	le to the	gaş del	livered t	o the (	Company	y free	and	clear	of a	<u>Il claims</u>	s and cov	enants
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accounts, damages, costs, losses, and expenses arising from or attributable to the adverse claims of any and all other persons or parties to such gas.

#### BEST EFFORTS MONTHLY BALANCING SERVICE

Monthly balancing service may be selected by the Customer and shall be a required service when the Customer causes a positive or negative excess imbalance to exist. Balancing service does not relieve the Customer of the responsibility to avoid an imbalance condition. Unless otherwise agreed, monthly balancing service is a "best efforts" service which involves the Company's use of storage capacity and capabilities to hold, on a best efforts basis, excess daily deliveries of the Customer's gas for use by the Customer to meet balancing requirements. Additionally, the ability of the Company to use such storage capacity and capabilities to provide monthly balancing services on a best efforts basis is dependent on the performance of third parties and not subject to the Company's control.

The rate for best efforts monthly balancing service shall be \$0.00381 per Ccf transported per month. Payment of the applicable charges for monthly balancing service will permit the Customer to balance consumption with deliveries on a monthly basis provided that the Customer's monthly imbalance shall not exceed five percent (5%) of the Customer's consumption for the same month. In the event that the monthly imbalance is in excess of five percent (5%), the Customer shall eliminate the excess imbalance in the subsequent month. For each Ccf of positive or negative imbalance in excess of five percent (5%) each month (excess imbalance), the Customer shall pay to the Company an imbalance fee as follows:

A. If a negative excess imbalance exists, the Customer shall be obligated to pay to the Company a sum (in addition to all other charges specified herein) equal to the higher of: (1) the total amount of the negative imbalance multiplied by the rates and charges in the Transportation Service First Block Rate and its successors on file and approved by the Commission, including the applicable charge for the cost of purchased gas, or (2) the highest penalty amount incurred by the Company as a result of or in connection with such imbalance pursuant to an interstate pipeline tariff multiplied by the imbalance quantity. This additional charge does not entitle the Customer to rely upon the Company to secure a supply of gas or provide standby or partial service but merely represents a means of eliminating the imbalance condition to the

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P.U.C.O. No. 2 Tariff for Gas Service

extent the Company has gas available to it without imposing additional cost on other Customers.

B. If a positive excess imbalance (actual monthly volume of the Customer's gas delivered to the Company for redelivery to the Customer adjusted for unaccounted-for gas more than five percent (5%) greater than actual gas consumption) is not eliminated in the month following its creation, the Company shall eliminate the imbalance by purchasing the excess imbalance according to the following schedule:

 <u>Percentage</u>	
 Imbajance Level	Sales Price
 > 0-5	No Sale
 > 5-10	<u>.9 x</u> index
≥ 10-20	.7 x index
> 20	. <u>5 x</u> index

In addition to the other rates and charges specified herein, the Customer shall reimburse the Company for all costs incurred by the Company, including penalties or overrun charges payable to pipelines, as a result of variations in the amount of gas consumed by the Customer at the Redelivery Point and the amount of gas the Customer delivers to the Company at the Delivery Point. In addition to the charges specified herein, the Company shall have the right (as stated in the General Terms and Conditions specified below) to terminate service as a result of the Customer's failure to satisfy the Customer's balancing obligations. Nothing in this schedule shall be understood to limit the Company's right to terminate transportation service under this schedule as a result of the Customer's failure to satisfy the Customer's balancing obligations.

#### RECORD KEEPING AND METER READING

The Customer shall provide the Company such daily meter reading information that the Company shall reasonably request for purposes of administering the Customer's transportation service. It is understood that the Company shall be entitled to rely upon the Customer's records and meter readings for all such purposes.

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### **QUALITY**

The gas made available to the Company by the Customer for redelivery shall be of a quality equal to or better than the quality specifications contained in the tariffs or contracts governing the Company's purchase of gas from its interstate pipeline or other suppliers. It is understood that the Company shall have no obligation to accept volumes made available by the Customer in the event gas does not meet these quality specifications.

#### **GENERAL TERMS AND CONDITIONS**

- A. Services provided under this schedule are subject to all Federal, State of Ohio and local laws and to the orders, rules and regulations of any federal, State or local agencies having jurisdiction thereof.
- B. The Company shall invoice the Customer on a monthly basis and all invoices shall be due and payable within fifteen (15) days of the date the invoice is postmarked. All invoices not paid by the due date are subject to the Company's Late Payment Charge (Sheet No. 5). In the event the Customer supplies the Company with a check or other instrument which is supported by insufficient funds, the Customer shall also be assessed the Company's Bad Check Charge (Sheet No. 5).
- C. The Company, at its sole election, may terminate service under this schedule in the event the Customer fails to cause its gas supply to be made available to the Company at the Delivery Point to match the gas supply consumed at the Redelivery Point. The imbalance charges specified herein shall not be construed as the Company's exclusive remedy in the event that the Customer fails to fulfill its balancing obligations. In addition, nothing herein shall preclude the Company from waiving an imbalance rate or charge provided the 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 the Customer is utilizing the imbalance to obtain an economic advantage related to the cost of gas or transportation and related services or the imbalance condition does not disadvantage other customers or the Company.
- D. 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 defaults, whether of a like or of a different character.

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- E. The Company does not hereby assume the risk of and shall not be responsible for any injury or damage that occurs as a result of the failure of a Customer's gas supply to reach the Delivery Point or as a result of acts of God, force majeure events, emergencies, riots, strikes, insurrections or the acts of third parties, regulators or government that prevent the Company from providing transportation service to the Customer.
- F. The Company may offer transportation service at rates that are downwardly flexible from the base rates and best efforts balancing service rate specified above. The rates may be flexed downward to a rate or charge that recovers all variable costs of service and provides some contribution to the Company's fixed costs of providing service. Reduced rates may be determined based on competitive services available to the Customer, the quality (firm or interruptible) of service, the Company's need to achieve load preservation, or the economic recovery of costs incurred by the Company and shall be subject to: (1) the requirements of Section 4905.31, Revised Code, as such requirements may apply based on the determinations of the Commission; or (2) the requirements of Article XVIII, Section 5 of the Ohio Constitution and the lawful acts of units of local government.

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P.U.C.O. No. 2 Tariff for Gas Service

# GROSS RECEIPTS EXCISE TAX RIDER

The Gross Receipts Excise Tax Rider is applicable to all charges billed by the Company under this tariff.

All bills shall be adjusted for the Ohio gross receipts tax at a rate of 4,9869%.

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P.U.C.O. No. 2 Tariff for Gas Service

## PERCENTAGE OF INCOME PAYMENT PLAN ("PIPP") RIDER

In addition to all other rates and charges applicable to service provided under the General Service rate schedule (Sheet No. 9) or the Transportation Service rate schedule (Sheet No. 10), Customers receiving service pursuant to said rates shall pay an additional amount per Ccf. The monthly charge may be revised in accordance with the Commission's Order in Case No. 87-244-GE-UNC. The current recovery of PIPP arrearages is \$0.00041 per Ccf billed.

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### UNCOLLECTIBLE EXPENSE RIDER

Applicable to all volumes served under the General Service (Sheet No. 9) and Transportation Service (Sheet No. 10) rate schedules. An additional charge shall be applied to all volumes for service rendered to recover costs associated with uncollectible accounts arising from those Customers responsible for paying the Uncollectible Expense Rider. The Company shall file an application with the Public Utilities Commission of Ohio requesting approval to change the rate if the Company determines that an adjustment of more than plus or minus ten percent (10%) is needed to adjust for prior period over- or under-collections. The current Uncollectible Expense Rider rate is \$0.00038 per Ccf.

determines that a	n adjustment	of more than pl	us or minus t	ten percent (10	)%) is needed
to adjust for prior					
Rider rate is \$0.0	0038 per Ccf.				
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P.U.C.O. No. 2
Tariff for Gas Service

# UNIFORM PURCHASED GAS ADJUSTMENT RIDER

The Company incorporates by reference Chapter 4901:1-14, Ohio Administrative Code, regarding Uniform Purchased Gas Adjustment Clauses.

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OHIO GAS COM, CASE NO. 17-1139- Gאיביינל Rationale for Tariff Changes {General Changes}

Data: x Actual Estimated Type of Filing: x Original Updated Revised Work Paper Reference No(5): WP E-3	Revised	(C)-Change to existing regulation (D)-Discontinued rate or regulation	Rate Code Descriptions (I)-Increase in rates (N)-New rate or regulation	(R)-Reduced rate	Schedule E-3 Page 1 of 9 Witness Responsible: Watkins
Rate (A)	Rate Code (B)	Explanation of Change (C)	Rationale for Change {D}	Crass-Reference to Schedule E-2.1 (E )	Cross-Reference to Schedule E-1 (F)
Existing Tariff (PUCO No. 1)	U	Replaced entire existing tariff (PUCO No. 1) with new tariff (PUCO No. 2)	Comprehensive update to tariff	Page 1-145	Page 1-42
Sheet Numbers	C/N	Sheet numbers all identified as original sheet numbers	Sheef numbers reflect that the Company is proposing an entire new tariff	Page 1-145	Page 1-42
Effective Dates	C/N	Effective dates removed and left blank	Effective dates reflect that the Company is proposing an entire new tariff	Page 1-145	Page 1-42
Index	v	Updated existing index	Reflects changes to proposed tariff provisions	Page 1, 62-64	Page 1-3
Definitions	z	Created definitional section for new tariff	Reflects defined terms used throughout proposed tariff	Page 65-55	Page 4.5

DI-LIO GAS COMF CASE NO. 17-1139-GA--IIA Rationale for Tariff Changes (Service Rules and Regulations)

Data: > Type of   Work Pa	Data: x Actua) Eștimated Type of Filing: x Original Updated Re Work Paper Reference Nols]: WP E-3	Revised	(C)-Change to existing regulation (D)-Discontinued rate or regulation	Rate Code Descriptions (I)-Increase in rates (N)-New rate or regulation	(R)-Reduced rate	Schedule E-3 Page 2 of 9 Witness Responsible: Watkins
LINE NO.	Rate (A)	Rate Code (B)	Explanation of Change (C)	Rationale for Change (D)	Cross-Reference to Schedule E-2.1 (E )	Cross-Reference to Schedule E-1 (F)
1	Application for service	2	Regulation addresses applications for service	Reflects process for an applicant to apply to the Company for service	Page 67	Page 6
7	Establishment and restablishment of credit	U	Updated credit requirements	Provide additional clarity on Company's credit policies	Page 7, 67	Page 5
m	Customers indebted to company	z	New provision addressing applications for service from applicants in debt to Company	Provide clarity to applicants for service who are indebted to Company on requirements to obtain service	Page 67	Page 6
4	Turning on gas - only Company may turn on gas	z	New provision addressing who may turn on gas	Provide clarity on who may turn on gas service	Page 67	Page 5
w	Resale prohibited	z	New provision addressing whether customers may resell gas	Provide clarity on the prohibition on reselling gas	Page 68	Page 7
۵	Continuity of service	z	New provision addresssing continuity of service	Provide clarity to customers on the continuity of service provided by the Company	Page 68	Page 7
7	Service not to be disturbed	z	New provision addrassing restriction on customers from disturbing gas service	Provide clanity to existemers on restrictions on customer from disturbing quality of gas or service to others	Page 68	Page 7
œ	Service not transferrable	z	New provision addressing prohibition on transferring service	Provide clarity to customers on restriction on tranfserring service	Page 68-69	Page 7-8
o,	Change of address of customer	z	New provision addressing customers who move from service address	Provide clarity to customers on requirements applicable to when a customer moves from service address	Page 69	Page 8
10	Temporary service	z	New provision addressing customers who request temporary service	Provide clarity to customers on the availability and terms and conditions of temporary service	Page 69	Page 8
#	Customer's request to discontinue service	z	New provision addressing applicable process when a customer requests to discontinue service	Provide clarity on process that applies when a customer elects to discontinue service	Page 69-70	Page 8-9
21	Company's light to discontinue service	v	Revised tariff language describing the Company's right to discontinue service by incorporating the Commission's rule regarding disconnections	Provide clairty on when the Company has a right to discontinue service to a customer by incorporating the Commission's rules on disconnections to residential customers and avail commercial customers and extending the requirements applicable to sinal commercial customers to all remaining non-residential customers	Page 7, 11, 70	P age 9
13	Disconnection procedure	U	Update to Company's disconnection procedure to include specific references to disconnections for safety reasons, disconnections for tampefing, disconnections for fraud, and disconnections where a customer has a medical certification	Provide clarity to customers by incorporating specific disconnection provisions for circumstances involving safety, tampering, fraud, and medicial certifications	Page 7-8, 70-72	Page 9-11
14	Reinstitution of service	Ú	Update to Company's reconnection procedure by incorporating the Commission's rule	Provide clarity in reconnection procedure by directing customers to applicable process set forth in Commission rules	Page 9, 72	Page 11
15	Information relative to service	z	New provision addressing information received by customers	Provide clarity to customers on information received in writing and orally	Page 72	Page 11

OHIO GAS COM.
CASE NO. 17-1139-G. ....r
Rationale for Tariff Changes
(Billing and Metering Rules and Regulations)

Data: x Type of F Work Pap	Data: x Actual Estimated Type of Filing: x Original Updated Revised Work Paper Reference Wols): WP E-3	Revised	(C)-Change to existing regulation (D)-Discontinued rate or regulation	Rate Code Descriptions (I}-Increase in cates (N)-New rate or regulation	(R)-Reduced rate	Schedule E-3 Page 3 of 9 Witness Responsible: Watkins
NO.	Rate (A)	Rate Code (8)	Explanation of Change (C)	Rationale for Change {D}	Cross-Reference to Schedule E-2.1 (E)	Cross-Reference to Schedule E-1 (F)
1	Billing periods	z	New provision addressing Company's billing periods	Provide clarity to customers on the timeframe the Company utilizes for billing	Page 73	Page 12
7	Bill due date	U	Separate current requirements of Billing and Late Payment provision into different provisions	Provide clarity to customers by creating separate provision specific to bill due date	Page 11, 73	Page 12
m	Insufficient funds	U	Separate current requirements of Bad Check Charge into a regulation provision and a charge provision	Provide clarity to customers by creating separate provisions addressing regulations and charges	Page 5, 73	Page 12
4	Meter readings	z	New provision addressing meter reads	Provide clarity to customers on when meters are read	Page 73-74	Page 12-13
72	Quantity of gas delivered by meter	z	New provision addressing calculation of consumption for billing	Provide clarity to customers on how consumption is determined for purposes of billing	Page 74	Page 13
و	Meters reading correctly, meter testing, replacement of meters reading incorrectly	Z Z	New provision addressing accuracy of meters	Provide clarity to customers on when a meter is accurate, and customers' rights and obligations regarding requests for meter tests	Page 74	9 age 13
^	Back billing	z	New provision addressing back billing	Provide clarity to customers on back billing procedures	Page 74-75	Page 13-14
∞0	Customer with more than one meter	2	New provision addressing customers with more than one meter	Provide clarity to customers regarding Company treating separate meters as separate accounts	Page 75	Page 14
6	Delinquent balance transfer	z	New provision addressing delinquent balance transfers	Provide clarity to customers on when deliquent balances may be transferred to other accounts	Page 75	Page 14

OHIO GAS COM! CASE NO. 17-1139-GA, ...« Rationale for Tariff Changes (Miscellaneous Charges)

Capadala 8 3	Page 4 of 9	Cross-Reference to Schedule E-1	Page 15	Page 15	Page 15	Page 15	Page 15-16	Page 16	Page 16	Page 17	Page 79
	(R)-Reduced rate	Cross-Reference to Schedule E-2.1	Page 4, 76	Page 9, 76	Page 5, 76	Page 11, 76	Page 76-77	Page 77	Page 77	Page 78	Page 78
	Rare Lote Descriptions (I)-Increase in rates	(N)-New rate or regulation Rationale for Change	Reflects increases in Company's costs to reconnect service	Reflects increase in Company's costs for field collections, charge was also relocated from Reinstitution of Service	section to new section of tariff containing the Company's charges. Language of provision also revised to clarify applicability of charge. Reflects increase in Company's costs for bad checks	Provide clarity by separating charge from regulation addressing when bills are due and by including charge in caching not rariff with other charaes	New charge to allow Company to recover costs associated with tie-ins	New charge to allow Company to recover costs associated with investigating issues of theft or tampering	New charge to allow company to recover costs associated with meter tests requested by customer where meter was reading accurately	New charge to allow Company to recover costs associated with relocating maters	New charge to allow Company to recover costs associated with installation of excess flow valves in accordance with
	(C)-Change to existing regulation	(U)-Discontinued rate or regulation Explanation of Change	(v) (v) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	increase in Company's field collection charge and change to provision wording	Increase in Company's bad check charge	Revised wording and location of Company's late payment charge	New charge addressing tie-ins	New charge to collect costs related to investigating issues of theft or tampering by customers	New charge related to testing meters	New charge related to meter relocation	New charge related to installation of excess flow valves
	Revised	Rate Code	<u>a</u> -	ν.	-	U	z	z	z	z	z
	70	Work Paper Reference No(s): WP E-3 LINE Rate	Reconnection charge	Field collection charge	Bad check charge	Late payment charge	Tie-in charge	Theft of service/tampering investigation charge	Meter test charge	Meter relocation charge	Excess flow valve charge
	Type of Filing: x	Work Pape	<u>-</u>	~	m	4	ιŋ	40	۲	∞	6

OHIO GAS COM CASE NO. 17-1139-6x-...id Rationale for Tariff Changes (Service Quality and Physical Property Rules and Regulations)

Data: x Actual Type of Filing: x Work Paper Referi	2	Revised	(C)-Change to existing regulation (P)-Discontinued rate or regulation	()-Increase in rates (N)-New rate or regulation	(R)-Reduced rate	Page 5 of 9 Witness Responsible: Watkins
LINE NO.	LINE Rate NO. (A)	Rate Code (B)	Explanation of Change (C)	Rationale for Change (D)	Cross-Reference to Schedule E-2.1 (E)	Cross-Reference to Schedule E-1 {F}
1	Heating content of gas	Z	New provision addressing heating content of gas	Provide clarity to customers on the heating content of gas to be supplied to customers	Page 79	Page 18
7	Meter furnished by Company	z	New provision addressing supply of gas meter	Provide clarity to customers by specifying that the Company will supply meters to customers	Page 80	Page 19
æ	Meter location	z	New provision addressing location of meters	Provide clarity to customers on where meters will be installed	Page 80	Page 19
ન	Only Company can connect meter	Z	Wew provision addressing limitations on connecting meter	Provide clarity to customer on who can connect meters	වල නම්ප <sub>ප්</sub>	Page 19
s	Access to premises	z	New provision addressing Company's right to access premises	Provide clarity on Company's right to access premises.	Page 80	Page 19
9	Right-of-way	z	New provision addressing Company's right-of-way rights	Provide clarity on Company's right-of-way rights associated with properties where Company supplies gas	Page 80	Page 19
7	Customer's responsibility for pipes and appliances	z	New provision addressing customers' ownership of pipes and appliances and obligations to maintain pipes and appliances	Provide clarity to customers regarding ownership of bipes and appliances and duty to maintain pipes and appliances	Page 81	Page 20
∞	Standards for customer's property	z	New provision addressing customers' obligation to maintain pipes in accordance with applicable requirements	Provide clarity to customers regarding their responsibility to maintain their pipes in accordance with applicable requirements	Page 81	Page 20
6	No responsibility for material or workmanship	z	New provision addressing lack of liability of Company for customer-owned pipes or appliances	Provide clarity to customers on Company's liability over customer-owned pipes or appliances	Page 81	Page 20
01	Pressure regulators	z	New provision addressing pressure regulators	Provide clarity to customers on when pressure regulators will be supplied, and additional clarity in instances when a heater is needed in conjuction with a pressure regulator	Page 81	Page 20
11	Customers shall not tamper with Company equipment or property	z	New provision addressing prohibition on tampering with Combany equipment or property and reconnection following a disconnection for tampering	Provide clarity to customers on prohibition against tampering, and provide clarity on reconnection of service following a disconnection for tampering	Page 82	Page 2.1
17	Extension of gas distribution mains	U	Split up extensions of mains and service lines into separate sections; shortened payment plans from 7 to 5 years; revised language addressing calculation of refund owed to customers with main extension deposits	Provide clarity to customers by separating main extension and service line extensions into two separate provisions. Provide further clarity to customers on calculation regarding retunds to customers with main extension deposits. Maximum duration of payment plan option reduced to address administrative burden and complexity	Page 13-15, 82-84	Page 21-23
ŧ	Extension of service lines	U	Split up extension of mains and service lines into separate sections, deleted carrying charge component of service line payment plans; new language claryifing obligation to pay for previously customer-funded main extensions	Provide clarity by separating main extension and service line extensions into separate provisions and inserting new language regarding the circumstances when a customer requesting a service line extension is also liable to pay for a portion of a main extension. Carving charge language was deleted consistent with actual Company practice of not including any interest on service line extension payment plans	Page 13-15, 84-85	Page 23-24
14	Removal of property no longer in service	z	New provision addressing Company's right to remove Company property that is no longer in service	Provide clarity on the Company's right to remove property no longer in service	Page 85	Page 24
15	Special service	z	New provision addressing requests for Company to relocate property and for requests for alteration of Company's	Provide clarity on obligation of those requesting Company to relocate property or to alter common construction practices	Page 85-86	Page 24-25

OHIO GAS COM<sup>1</sup>
CASE NO. 17-1139-G<sub>1</sub> ...id
Rationale for Tariff Changes
(General Rules and Regulations)

Data: x Type of F Work Pal	Data: x Actual Estimated Type of Filing: x Original Updated Revised Work Paper Reference No(5): WP E-3	Revised	(C)-Change to existing regulation (D)-Discontinued rate or regulation	Rate Code Descriptions (I)-Increase in rates (M)-New rate or regulation	(R)-Reduced rate	Schedule E-3 Page 6 of 9 Witness Responsible: Watkins
LINE NO.	Rate (A)	Rate Code (B)		Rationale for Change (D)	Cross-Reference to Schedule Ε-2.1 (ξ.)	Cross-Reference to Schedule E-1 (F)
Ħ	Tariff disclosure	z	New provision addressing ability of customer to obtain copy of Company's tariff	Provide clarity to customers regarding ability to obtain a copy of Company's tariff	Page 87	Page 26
7	Right to modify	z	New provision addressing Company's right to modify its tariff	Provide clarity to customers on Company's right to seek future modifications of its tariff	Page 87	Page 26
m	Company's tariff subject to Commission rules, orders, and Revised Code	Z Z	New provision clarifying that tariff is subject to Commission rules, orders, and the Revised Code	Provide clarity to customers regarding other sources of authority governing Company's provision of service	Page 87	Page 26
4	Curtailment of gas service and enforcement of curtailment	ت ت	Revised provision to change from a reverse ordering of curtailment to an order that progresses in the same order that curtailments will occur	Provide clarity by eliminating the reverse order of curtailments to reduce potential confusion on the order of curtailments	Page 12, 87-88	Page 26-27

OHIO GAS COM. CASE NO. 17-1139-Gארירוול Rationale for Tariff Changes (General Service Rate Schedule)

Data: x	Data: x Actual Estimated			Rate Code Descriptions		Schedule E-3
Type of 8 Work Pag	Type of Filing: x Original Updated Revised Work Paper Reference No(s): WP E-3	Revised	(C)-Change to existing regulation (D)-Discontinued rate or regulation	(I)-Increase in rates (N)-New rate or regulation	(R)-Reduced rate	Page 7 of 9 Witness Responsible: Watkins
LINE NO.	Rate (A)	Rate Code (B)	Explanation of Change (C)	Rationale for Change (D)	Cross-Reference to Schedule E-2.1 (E)	Cross-Reference to Schedule E-1 (F)
1	General service rate customer charge	-	Increase in base rate customer charge	Proposed increase in base rate customer charge reflects Company's proposed increase in revenue requirement	Page 3, 89	Page 28
~	General service rate volumetric charges	œ	Reduced volumetric rates to reflect removing gross receipts tax from rates	Gross receipt tax is applied on total bills and therefore is being removed from the volumetric rate which included recovery of the tax	Page 3,89	Page 28
æ	General service rate general description	U	Changed reference from 'domestic' to residential	Changed term to residential for consistency with remainder of tariff that uses the term residential	Page 3, 89	Page 28
4	General service rate riders	υ	Changed lariff language to include a list of riders that would apply to a customer served under the rate schedule	Provide clairty to any customers that would be served under the rate schedule of additional applicable riders	Page 3, 89	Page 28
vs	General service rate schedule distribution rates	U	Clarified tariff language to distinguish between distribution service charges under the rate schedule (the base rate and riders) and commodity service charges (uniform purchase gas adjustment)	Provide clarity to customers that would be served under the rate schedule that service consists of both distribution and commodity charges	Page 3, 89	Page 28

OHIO GAS COM.
CASE NO. 17-1139-6n. ...rk
Rationale for Tariff Changes
(Transportation Service Rate Schedule)

Data; x Type of F Work Pap	Data: x Actual Estimated Type of Filing: x Original Updated Work Paper Reference No(s): WP E-3	Revised	(C)-Change to existing regulation (D)-Discontinued rate or regulation	Rate Code Descriptions (I)-Increase in rates (N)-New rate or regulation	(R)-Reduced rate	Schedule E:3 Page 8 of 9 Witness Responsible: Watkins
NO.	Rate (A)	Rate Code (B)	Explanation of Change (C)	Rationale for Change (D)	Cross-Reference to Schedule E-2.1 (E )	Cross-Reference to Schedule E-1 (F)
<del></del>	Transportation service definitions	U	Added new definitions for Ccf that replaced definition for Mcf, modified pressure used in definition of Mcf from 14.73 to 14.6 which is used in definition of Ccf, added definition of single location, added definition for transportation service first block rate	Definition of Cd replaces Mcf to be consistent with usage of Cd elsewhere in rariff. Pressure level included in Cd definition updated to reflect current practices. Definition of transportation service first blood rate added to identify applicable rate under imbalance and bast efforts monthly balancing fee portions of rate schedule. Definition of single location incorporated to reflect changes to applicability section of rate schedule	Page 16-17, 90-92	Page 29-31
7	Transportation service applicability	U	Updated applicability requirements to explicitly include primary firm requirement and to include a minimum consumption level	Charity requirements for customers or customer groups under rate schedule to secure appropriate gas supplies for Company to transport and to specify a minimum consumption threshold to utilize the transportation service provided by Company	Page 17-18	Page 92-93
м	Transportation service customer charge	-	Proposed increase in customer charge under transportation service rate schedule	Increase of customer charge to reflect proposed increase in revenue requirement	Page 19, 94	Page 33
4	Transportation service volumetric charges and best efforts monthly balancing fee	er a	Reduced volumetric rates and best efforts monthly balancing fee to reflect removing gross receipts tax from rates.	Gross receipts tax is applied on total bills and therefore is being removed from the volumetric rate and best efforts monthly balancing fee which included recovery of the tax	Page 19, 94	Page 33
٧١	Transportation service imbalances and monthly balancing fee	υ	Updated reference to general service rate' to 'transportation service first block rate'	Clarified definition of rate applicable to imbalances by reference to new defined term at front of transportation service rate schedule	Page 19-21, 94-97	Page 33-36
ø	Transportation service general terms and conditions	U Ee	Removed item listed in part 1D' under terms and conditions that provided an acknowledgement that customers served under the rate schedule agreed to not be served under the general service rate schedule	Item removed to reduce potential confusion about applicability of general service rate schedule	Page 22-23, 98-99	Page 37-38

OHIO GAS COM. CASE NO. 17-1139-6א הול Rationale for Tariff Changes (Riders)

Data: x	Data: x Actual Estimated			Rate Code Descriptions		Schedule E-3
Type of Work Pa	Type of Filing: x Original Updated Work Paper Reference No(s): WP E-3	Revised	(C)-Change to existing regulation (D)-Discontinued rate or regulation	(I)-Increase in rates (N)-New rate or regulation	(R)-Reduced rate	Page 9 of 9 Witness Responsible: Watkins
UNE NO.	Rate (A)	Rate Code (8)	Explanation of Change {C}	Rationale for Change (D)	Cross-Reference to Schedule E-2.1 (E)	Cross-Reference to Schedule E-1 (F)
ч	Gross receipts excise tax rider	z	Authorizes billing of gross receipts tax on total charges	Rider language proposes recovery of gross receipts tax to allow for future adjustments	Page 100	Page 39
7	Percentage of income payment plan ('PIPF') sider	U	Revised charge name, and included cross-references to the general service and transportation service rate schedules	Reduce confusion by removing phrase 'interim emergency and temporary rides' from name of charge and provide clarity, by including cross-references to applicable rate schedules	Page 5, 101	Page 40
m	Uncollectible expense rider	U	Revised provision to include cross-references to general service and transportation service rate schedules	Provide additional clarity by providing cross-references to general service and transportation service rate schedules and sheet numbers	Page 6, 102	Page 41.
4	Uniform purchased gas adjustment rider	J	Revised existing tariff to incorporate by reference applicable Commission rule and removed tariff language that copied into the tariff the Commission rule	Provide clarity and simplicity by incorporating applicable Commission rule rather than including complete rule in tariff itself which could render the tariff outdated if the rule were to be changed	Page 24-51,103	Page 42
'n	Excise tax surcharge	۵	Discontinued rider	Surcharge no longer necessary as applicable tax rates will be reflected in rates through this application	Page 2	N/A
ø	Federal income tax base rate credit rider	۵	Discontinued rider	Rider is no longer necessary as applicable tax rates will be refelected in rates through this application	Page S	N/A
7	Gas storage credit rider	٥	Discontinued rider	Rider is na longer necessary	Page 5	N/A
60	Gross receipts tax rider	٥	Discontinued	Rider applied to gas cost recovery; no longer needed	Page 6	N/A

Ohio Gas Company
Customer Charge Rationale
Schedule E-3.1
Witness Responsible: Kim Watkin

Witness Responsible: Kim Watkins

Type of Filing: Original Work papers: None

The rate structure proposed in this case contains a customer charge and a two block variable charge. The variable charges are unchanged from current rates. The customer charge is residually calculated and recovers costs of service allocated to residential and small commercial customers that are not taking service pursuant to a contract.

Collecting the increase through the customer charge is consistent with principles of cost causation. The distribution service the Company provides is largely tied to fixed costs associated with plant and labor that are insensitive to variations in the volume of gas delivered to the customer. These costs are better recovered through a fixed charge rather than a charge that is volumetrically sensitive. Second, the increase is less sensitive to erosion. As appliances become more efficient, they still need the plant and labor provided by Ohio Gas Company, but the amount of gas decreases. Having a portion of the revenue requirement collected through volumetric rates, as proposed here, retains a sensitivity to energy efficiency goals, but placing the increase in the customer charge recognizes, again, that these costs will be incurred regardless of the energy efficiency gains a customer may achieve. Further, those efficiency gains will still be recognized through overall bill reductions for the lower gas usage. Lower erosion in revenue also reduces the need for additional rate cases. I also note that a substantial portion of residential customers already take service through budget billing. In a very real sense, these customers are effectively taking service through annually fixed rates. Finally, the collection of the increase through the customer charge is consistent with Commission support for a move toward a straight fixed-variable rate design.

The cost of service study filed as Schedule E-3.2 supports the customer charge proposed by the Company.