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February 21, 2018

Barcy McNeal  
Secretary  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215

**RE: Case Nos. 17-1139-GA-AIR, 17-1140-GA-ATA, and 89-8015-GA-TRF**

Dear Secretary McNeal:

Pursuant to the order approving the Application filed by the Ohio Gas Company ("Ohio Gas") in Case No. 17-1139-GA-AIR and Case No. 17-1140-GA-ATA dated May 31, 2017, Ohio Gas hereby submits P.U.C.O. No. 2, which replaces P.U.C.O. No. 1. P.U.C.O. No. 2 is being filed electronically in the docket cases and in Ohio Gas Company's TRF docket.

Thank you for your kind attention to this matter.

Very truly yours,

/s/ Frank P. Darr

Frank P. Darr

**Attorney for Ohio Gas Company**

Enclosure  
FPD:jmm

cc: Parties of Record

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

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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case No. 17-1140-GA-ATA

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Bryan, Ohio

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Issued: February 21, 2018

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Filed Under Authority of Case No. 17-1140-GA-ATA

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Issued: February 21, 2018

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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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Issued: February 21, 2018

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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 requires the Company to shut off the flow of gas through 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. The Company may immediately disconnect Customers without prior notice when necessary for safety reasons.
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. Disconnections for a fraudulent practice and delinquent bill disconnections will not occur on a Company holiday or weekend.
  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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Issued: February 21, 2018

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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.
10. The Company will not disconnect service to a Residential Customer 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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Issued: February 21, 2018

Effective: March 1, 2018

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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 subject to the Meter Test Charge (Sheet No. 5).

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

**BACK BILLING**

During any period that incorrect registration can be established, the meter readings and bills based thereon shall be adjusted by the Company on the basis of all available

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information concerning the use of gas by the Customer. Any such back billing will be 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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Issued: February 21, 2018

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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**

If a tie-in is required to restore service to the same Customer who had his/her service line cut and plugged as a result of repeated detection of unauthorized use of service or



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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:

1. 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 the test result demonstrates the meter was operating within accepted tolerances, a charge of forty dollars (\$40.00) shall be assessed to the Customer. However, for the first such meter test in any twelve-month period, the Company will not assess the Meter Test Charge to the Customer. In addition, there will be no charge for the meter testing if the meter was not operating within accepted tolerances.

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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case No. 17-1140-GA-ATA

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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.

**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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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case No. 17-1140-GA-ATA

Issued by Richard Hallett, President  
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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.

**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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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case No. 17-1140-GA-ATA

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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.
2. 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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Effective: March 1, 2018

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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 its 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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Issued: February 21, 2018

Effective: March 1, 2018

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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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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case No. 17-1140-GA-ATA

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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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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case No. 17-1140-GA-ATA

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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](http://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:

1. 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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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case Nos. 17-1139-GA-AIR and 17-1140-GA-ATA

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3. Commercial and public authority requirements in excess of plant protection;
4. 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	\$9.08 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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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case Nos. 17-1139-GA-AIR and 17-1140-GA-ATA

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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.
- I. "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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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case Nos. 17-1139-GA-AIR and 17-1140-GA-ATA

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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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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case Nos. 17-1139-GA-AIR and 17-1140-GA-ATA

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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:	\$9.08 per Redelivery Point per month
For the first 10,000 Ccf per month	\$0.15443 per 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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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case Nos. 17-1139-GA-AIR and 17-1140-GA-ATA

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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:

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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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case Nos. 17-1139-GA-AIR and 17-1140-GA-ATA

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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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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case Nos. 17-1139-GA-AIR and 17-1140-GA-ATA

Issued by Richard Hallett, President  
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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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**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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Issued: February 21, 2018

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**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: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case No. 17-1140-GA-ATA

Issued by Richard Hallett, President  
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**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 \$(0.0018) per Mcf billed.

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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case No. 17-1140-GA-ATA

Issued by Richard Hallett, President  
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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 \$(0.0152) per Mcf.

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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case No. 17-1140-GA-ATA

Issued by Richard Hallett, President  
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**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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Issued: February 21, 2018

Effective: March 1, 2018

Filed Under Authority of Case No. 17-1140-GA-ATA

Issued by Richard Hallett, President  
Bryan, Ohio

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**2/21/2018 4:51:12 PM**

**in**

**Case No(s). 17-1139-GA-AIR, 17-1140-GA-ATA, 89-8015-GA-TRF**

Summary: Tariff Tariff electronically filed by Mr. Frank P Darr on behalf of Ohio Gas Company