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July 6, 2020

Ms. Tanowa M. Troupe, Secretary  
Public Utilities Commission of Ohio  
180 East Broad Street, 11th Floor  
Columbus, OH 43215

Re: In the Matter of the Application of Aspire Energy Express, LLC for Authority to  
Operate as an Ohio Pipeline Company  
PUCO Case Nos. 19-2021-PL-ACE, 19-1022-PL-ATA, and 89-9023-PL-TRF

Dear Ms. Troupe:

*19-2022-PL-ATA*

Enclosed for filing in the above dockets are proposed revisions to Sections 13, 14, and 15 of the tariff attached to Aspire Energy Express, LLC's pending application for authority to operate as an Ohio pipeline company.

The proposed revisions are marked in redline. They address Staff's comments as reflected in its June 9, 2020 report and are consistent with our subsequent discussions with Staff to limit the applicability of Sections 13, 14, and 15 to a type of customer (rather than name any specific customer).

Thank you for your attention to this matter.

Very truly yours,

/s/ Michael J. Settineri

Michael J. Settineri  
Vorys, Sater, Seymour and Pease LLP  
Counsel for Aspire Energy Express, LLC

MJS/glp  
Enclosure

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**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF GAS**

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If it shall be found that at any time or times the Customer has been overcharged or undercharged in any form whatsoever and the Customer has actually paid the bills containing such overcharge or undercharge, the Company shall refund the amount of any such overcharge or the Customer shall pay the amount of any such undercharge within thirty (30) days after final determination of such amounts. In the event an error is discovered in the amount billed in any statement rendered by the Company, such error shall be adjusted within thirty (30) days from the date of discovery of such error provided however, that in no event shall any adjustment be made to any statement after twelve (12) months from the date of such statement.

The Customer shall make payment to the Company for services purchased during the preceding month and billed pursuant to the provisions of this Tariff on or before the twenty-fifth (25<sup>th</sup>) day of the month, unless otherwise agreed to the Transportation Service Agreement. Payment shall be made by wire transfer of Federal Funds at such bank account designated by the Company, except when such day of the month is a Saturday, Sunday or federal bank holiday, in which case payment is due on the following Business Day. All such payments shall be considered to have been made on the date when the Company has use of such funds.

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

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

The following paragraph shall apply if the Customer's Transportation Service Agreement does not address Customer's credit support requirements.

The Company reserves the right to review the Customer's credit worthiness at any time. Upon request, but not more than twice in any 12-month period, the Customer must provide current financial credit information. If the Customer's current financial or credit status will not support the level of service contracted for, the Company may request that the Customer post the appropriate amount of collateral. Collateral may be in the form of a prepayment, cash deposit, letter of credit, creditworthy parent guarantee or other security acceptable to the Company.

**13. Discontinuance of Supply on Notice of Defect in Customer's Property**

This section applies only to a Customer operating a natural gas-fired electric generating facility on its property. If the Customer service line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment on Customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of

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Filed pursuant to PUCO Entry dated \_\_\_\_\_, 2019 in Case No. 19-2022-PL-ATA

ISSUED: \_\_\_\_\_, 2019

EFFECTIVE: \_\_\_\_\_, 2019

Issued By  
Aspire Energy Express, LLC  
Douglas M. Ward, Vice President

## RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF GAS

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such defect or condition and reasonable notice to the Customer, may discontinue the supply of gas to such Customer until such defect or condition has been rectified by the Customer in compliance with the reasonable requirements of the Company.

### 14. Responsibility for Material or Workmanship

This section applies only to the Company's service to a Customer operating a natural gas-fired electric generating facility on its property. The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in, the Customer service line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship.

### 15. Right to Shut Off Gas

This section applies only to the Company's service to a Customer operating a natural gas-fired electric generating facility on its property. After reasonable notice and at its sole discretion, the Company shall have the right to discontinue service and the right to disconnect and remove from the premises of any Customer the meter and any other property belonging to the Company for any of the following reasons or purposes:

- (1) Refusing access;
- (2) Non-payment of Company invoices when due under the Transportation Service Agreement;
- (3) Theft of service, tampering of property, or fraudulent representation or practice;
- (4) Customer vacates premises;
- (5) When a safety hazard or emergency may threaten the health and safety of others or other property;
- (6) When a Customer uses gas in a manner detrimental to the service of others;
- (7) Violation of law; and
- (8) Termination of Customer's Transportation Service Agreement.

### 16. General Terms and Conditions

- A. Services provided under this schedule are subject to all applicable 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. Any imbalance charges under the Transportation Service Agreement shall not be construed as Company's exclusive remedy in the event that Customer fails to fulfill its balancing obligations. In addition, nothing herein shall preclude Company from waiving an imbalance rate or charge provided Customer has undertaken reasonable efforts to eliminate the imbalance condition, the frequency and magnitude of the imbalance condition does not, in the Company's judgment, indicate Customer is utilizing the

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Issued By  
**Aspire Energy Express, LLC**  
**Douglas M. Ward, Vice President**

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

**Commission of Ohio Docketing Information System on**

**7/8/2020 5:17:31 PM**

**in**

**Case No(s). 19-2021-PL-ACE, 89-9023-PL-TRF**

Summary: Correspondence Regarding Tariff Modifications electronically filed by Mr. Michael J. Settineri on behalf of Aspire Energy Express, LLC