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# **NORTHERN INDUSTRIAL ENERGY DEVELOPMENT, INC.**

## **Rules, Regulations and Rates Governing the Transportation of Gas and General and Residential Gas Service**

Filed with The  
Public Utilities Commission of Ohio

Communication Concerning  
This Tariff Should Be Sent To:  
Andrew Duckworth, President

Northern Industrial Energy Development, Inc.  
4100 Holiday St. NW, Suite 201  
Canton, Ohio 44718

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**SECTION II – DEFINITIONS****A. Abbreviations:**

Btu - British thermal unit  
Mcf - One Thousand cubic feet of natural gas  
OAC - Ohio Administrative Code  
ORC - Ohio Revised Code  
PSIA - Pounds per square inch absolute  
PUCO or Commission - Public Utilities Commission of Ohio

- B. “Applicant”** means any person or entity that requests or applies with the Company for service.
- C. “Billing Cycle”** is approximately one month in length.
- D. “Business Day”** means, for purposes of initiation or installation of gas service, a day when a natural gas company performs regularly scheduled installation and, for all other purposes, a day when the Company observes regularly scheduled Customer service office hours.
- E. “Company”** means Northern Industrial Energy Development, Inc. (“Northern Industrial”).
- F. “Customer”** means any legal entity or person who has an agreement, by contract and/or this tariff, with the Company to receive service.
- G. “Dekatherm” or “Dth”** means the Company’s billing unit measured by its thermal value. A dekatherm is 1,000,000 Btu’s. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing.
- H. “Delivery Point(s)”** means the specific measurement location(s) specified in the applicable Service Agreement at which the Company delivers Customer-owned gas to Customer.
- I. “Distribution Main Line Extension”** is the general term that is commonly used to designate the complete line or connection between the Company’s main line and the Customer’s property line, or other agreed upon location, up to and including the Company’s meter facilities.
- J. “Firm”** means each Dth the Customer nominates and the Company confirms at the Point(s) of Receipt, within the Customer’s MDQ, will be delivered to the Customer’s Delivery Point(s)

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minus the Company's Shrinkage without interruption except under Force Majeure conditions, an Operational Flow Order, or an emergency declared by the State of Ohio or the Commission.

- K. "Gas Day"** means a 24-hour period beginning at 10:00 a.m. Eastern Time.
- L. "Index"** means the gas commodity price expressed in Dth determined by Company by reference to the published price for gas for the Appalachian Region. This published price is reported in the "Monthly Bidweek Spot Gas Prices for the month in which deliveries are made as reported in the S&P Global - Platts "Gas Daily Price Guide. Specifically, the price will be reported in the "Appalachia" section, which will show an Index price for "Columbia Gas, App." In the event this publication ceases to exist as a convenient reference, the value shall be determined based on accepted industry practice as applied to Columbia Gas Transmission unless the parties otherwise agree, in writing, upon another specific publication.
- M. "Interruptible"** means that each Dth the Customer nominates and the Company confirms at the Point(s) of Receipt will be delivered to the Customer's Delivery Point(s) less the Company's Shrinkage, if the Company, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.
- N. "Marketer"** means Customer's natural gas supplier.
- O. "Maximum Daily Quantity" or "(MDQ)"** means the maximum daily firm gas quantity that Customer shall be entitled to nominate for a Nomination during any Gas Day for transportation by the Company. Customer's MDQ shall be negotiated between Customer and the Company and incorporated into the Service Agreement.
- P. "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.
- Q. "Nomination"** means the confirmed quantity of gas that the Customer shall arrange to have delivered to the Point(s) of Receipt for redelivery by the Company to the Delivery Point(s) during any Gas Day. Any Nomination shall include sufficient gas to account for the Company's Shrinkage.
- R. "Operational Flow Order"** means a declaration made by the Company that conditions are such that the Company can only transport the volume of gas during any Gas Day equal to the volume of gas that the Customer will actually deliver to the Point(s) of Receipt on that Gas Day, whether for safety, maintenance or operational purposes.

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

- S. “Point(s) of Receipt”** means location(s) specified in the applicable Service Agreement where natural gas is delivered into Company’s pipeline system.
- T. “Service Agreement”** means an individual contract signed by the Customer and Company prior to the commencement of transportation service or general service that identifies the Point(s) of Receipt, Delivery Point(s), the MDQ (for Firm service), declares whether the service is Firm or Interruptible, and establishes the charges for transportation services under this tariff pursuant to Ohio Revised Code 4905.22. Service Agreements for transportation service or general service under this tariff will comply with all rates and terms and conditions approved in this tariff unless otherwise ordered by the Commission and shall comply with all applicable laws of the state.
- U. “Shrinkage”** means the quantity of gas in Dth required by the Company to replace the estimated quantity of gas that is lost or unaccounted for when transporting the gas tendered by Customer for delivery by the Company through each applicable pipeline system. Shrinkage is determined by multiplying the quantity of gas in Dth tendered by Customer for delivery by the Company by the following percentages for each pipeline system as applicable: (i) Churchtown system: 8.3%; (ii) Holmesville system: 2.2%; (iii) North Trumbull system: 4.8%. These percentages will be effective for gas transported by the Company through January 31, 2023. Commencing in 2023, by the fifteenth (15th) day of the first month of each calendar year, the Company will determine the actual shrinkage for each system in the preceding calendar year. By the thirtieth (30th) day of the first month of each calendar year, the Company will file a notice with the Commission of the percentages of actual shrinkage for each system for the preceding calendar year, and those percentages will be effective for gas transported by the Company from February 1 of the calendar year in which the notice is filed through January 31 of the following calendar year. For example, a notice filed on January 30, 2023 will provide the shrinkage percentages for gas delivered from February 1, 2023 through January 31, 2024.

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**Transportation Terms and Conditions****SECTION III – APPLICANT REQUIREMENTS****1. Conditions of Service**

Transportation service consists of delivery of the customer-owned or supplied natural gas volumes injected by the Customer or its Marketer into the Company's pipeline system for redelivery by the Company to the Customer. The Company provides no assurance of continued delivery of gas in the event of interruption of Customer's supply.

Transportation service pursuant to this tariff is available to all qualifying Customers who sign a Service Agreement with the Company, demonstrated that they have the ability to tender gas to the Point(s) of Receipt identified in the Service Agreement, and have made suitable arrangements for such tendered volumes to be received by Customer or on Customer's behalf at the Delivery Point(s) identified in the Service Agreement.

Subject to capacity constraints, transportation service hereunder is available to Company's Customers who: (1) are a utility, marketer of gas, reseller of gas, transporter of gas, or a commercial or industrial Customer; (2) enter into a Service Agreement with the Company; (3) establish to the Company's satisfaction that Customer's annual usage for transportation services from the Company will be in excess of 25,000 Mcf; and (4) have purchased or otherwise arranged for a supply of natural gas of acceptable quality from a supplier other than the Company. The customer must qualify for transportation service under the PUCO Gas Transportation Program Guidelines and must have requested that the Company transport such gas and have provided for the delivery of such gas to Point(s) of Receipt on the Company's existing system which is acceptable to the Company for redelivery at Delivery Point(s) on the Company's system which is acceptable to the Company.

The Company reserves the right to decline requests to provide such services whenever, in the Company's judgment, rendering such service would be detrimental to the operation of its system.

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**RULES, REGULATIONS AND RATES GOVERNING THE TRANSPORTATION OF GAS****2. Application**

Before commencing transportation service hereunder, Applicant shall execute an application for transportation service provided by the Company. Applicant shall attach to the application a verified undertaking by Applicant's Marketer or other source of natural gas to be delivered to Company for redelivery to Applicant, by which the Marketer or other source of natural gas to be delivered by Applicant commits to provide telephonic, electronic mail or facsimile notice to Company ten (10) calendar days before the date said Marketer interrupts or terminates delivery of natural gas to Company for redelivery to Applicant for any reason whatsoever (except a condition of Force Majeure or conditions beyond the Marketer's control to prevent), explicitly including, but not limited to, default by Applicant under its agreement or agreements with said Marketer. Failure of Applicant to submit such verified undertaking shall be grounds for denial of the Application. Failure of Applicant's Marketer or other source of gas to provide the notice of interruption or termination to the Company as required herein shall be a default by Customer under the Service Agreement and Company shall be entitled to terminate transportation service.

**3. Optional Electronic Measurement Services**

Customers electing optional electronic measurement services shall pay Company a monthly charge of \$150.00 for each Delivery Point electronically measured via electronic measurement and/or tele-metering equipment. Customers who elect this service must provide and pay for a dedicated telephone line and the necessary power to operate such electronic measurement and tele-metering equipment. The meter, electronic measurement device and associated tele-metering equipment shall be and remain the property of the Company. The Company will install and maintain the electronic measurement and tele-metering equipment. Any Customer that elects this optional service shall agree to continue such service for a length of time equal to the first of the following occur: (1) a minimum period of thirty-six (36) months; or (2) until the Delivery Point is no longer in use for transportation service from Company. If the minimum period of thirty-six (36) months expires and a Customer wishes to continue to receive this optional service then that Customer must agree, in writing, to renewing the terms listed in the paragraph above.

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**SECTION IV – TRANSPORTATION – GAS DELIVERIES****4. Types of Service, Nomination and Planning**

The Company may offer Firm service if the Company, using good industry practice, believes it has sufficient pipeline capacity available after accounting for the projected demand of the existing Firm service load. The Company shall offer Interruptible service to all Customers who request such service, meet the tariff qualifications and standards, and execute a Service Agreement.

Customer shall arrange with suppliers of Customer's selection to have gas tendered to the Point(s) of Receipt as specified in the Service Agreement, for delivery into the Company pipeline on Customer's behalf. The Company shall then redeliver such quantities, less the Company's Shrinkage, to Customer, or on behalf of Customer, at the Delivery Point(s) as specified in the Service Agreement. If service is Firm, the gas tendered for delivery shall not exceed Customer's MDQ, adjusted for the Company's Shrinkage, and the Company shall have no obligation to accept any Nomination in excess of the Customer's MDQ.

For planning purposes, Customer shall provide written notice to the Company, at least three (3) business days prior to the start of each calendar month, with Customer's forecast of the quantity of gas Customer intends to transport each Gas Day of the upcoming calendar month. Customer shall submit its Nomination to the Company by no later than 11:30 a.m. Eastern Time for gas flow the following Gas Day. This Nomination should correspond to scheduled deliveries Customer makes on the upstream interstate pipeline and downstream pipeline receiving gas from the applicable Delivery Point(s). Should the Customer desire to modify its Nomination either on the current Gas Day or after the Nomination deadline for gas flow the following Day, the Company shall make reasonable efforts to accommodate Customer's request provided the Company can confirm such quantities with the upstream pipeline at the Point(s) of Receipt and downstream entity at the Delivery Point(s).

Customer shall be permitted to have delivered into and removed from the Company's pipeline its confirmed nominated gas quantity, adjusted for the Company's Shrinkage. In the event actual gas deliveries to Customer are in excess of the Nomination on any day on which the Company requires Customer to limit gas consumption to that Nomination, Customer shall be liable for all penalties and fines incurred by Company as a result of Customer's deliveries in excess of its Nomination.

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Natural Gas delivered by or on behalf of Customer to Company at Point(s) of Receipt with an interstate pipeline shall conform to the interstate pipeline's gas quality standards.

Gas delivered by or on behalf of Customer to Company at Point(s) of Receipt other than an interstate pipeline shall be commercially free from oil, water, air, salt, dust, gum, gum-forming constituents, harmful or noxious vapors, or other solid or liquid matter which might interfere with its merchantability or cause interference to or with, proper operation of the pipelines, regulators, meters, and other equipment of Company or its Customers.

Customer will indemnify and hold Company harmless from any suits, actions, debts, accounts, damages, costs, losses and expenses, including but not limited to, attorneys' fees and expenses, arising from personal injury, death, or damage to Company's equipment or facilities or arising from personal injuries, death, or damage to the facilities, products, or equipment of Company's other Customers or third parties, or arising from additional hours worked by Company or its other Customers or third parties, caused as a result of Customer's gas failing to meet the quality specifications set forth herein.

To assure that the gas delivered by Customer to Company conforms to the quality specifications of this Section, Customer's gas shall be analyzed at the Point(s) of Receipt from time-to-time as Company deems necessary. Such analysis will be performed by Company at its expense. If, however, such analysis by Company discloses quality deficiencies, the cost of subsequent re-testing to assure conformity with this Section shall be borne by Customer. The gas delivered shall not contain in excess of:

1. Seven (7) pounds of water per million cubic feet of gas at the base pressure and temperature of fourteen and seventy-three hundredths (14.73) psia and sixty (60) degrees Fahrenheit. The water vapor will be determined by the use of the Bureau of Mines type dew point apparatus or in accordance with other approved methods generally in use in the natural gas industry;
2. Four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components;
3. Total carbon dioxide content shall not exceed one and twenty-five one hundredths percent (1.25%) by volume;
4. Twenty-five hundredths (0.25) grains of hydrogen sulfide per one hundred (100) cubic feet of gas; and
5. Ten (10) grains of total sulfur per one hundred (100) cubic feet of gas.

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The Total Heating Value of the gas shall be determined by taking samples of the gas at the Point(s) of Receipt at such reasonable times as may be designated by Company. The Btu content per cubic foot shall be determined by an accepted type of chromatograph or other suitable instrument for a cubic foot of gas at a temperature of sixty (60) degrees Fahrenheit when saturated with water vapor and at a pressure of 14.73 psia. The Btu determination designated by Company shall be made by Company at its expense. Any additional Btu determinations requested by Customer shall be at Customer's expense.

Customer's gas delivered to Company shall have a total heating value of not less than nine hundred fifty (950) Btu per standard cubic foot. However, Company shall not be obligated to accept gas which it believes may adversely affect the standard of public utility service offered by Company.

If any gas delivered hereunder fails to meet the quality specifications set forth herein, Company may, at any time, elect to refuse to accept or deliver all or any portions of such gas until Customer brings the gas into conformity with such specifications.

**6. Title of Gas**

Customer warrants that it will have good and merchantable title to all natural gas delivered to Company for redelivery to Customer, that such gas will be free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify Company and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas.

**7. Deliveries of Customer-Owned Gas and Default**

Subject to the limitations of Company's pipeline capacity in its system, Company will accept deliveries of Customer's gas at the Point(s) of Receipt for redelivery to Customer less Shrinkage, on a Firm or Interruptible basis as specified in the Service Agreement. Such gas volumes delivered to Company and redelivered to Customer shall be limited to any MDQ set forth in the Service Agreement and Nominations. The volumes of Customer-owned gas transported by Company to the Customer during each monthly Billing Cycle will be considered the first gas through the meter.

The benefits and obligations of the parties under this tariff shall begin when Customer and the Company execute a mutually agreeable Service Agreement. The Service Agreement shall fix the term for service, and it shall inure to and be binding upon the Company's and Customer's successors, assigns, or administrators, as the case may be, for the full term thereof. However,

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no service may be assigned or transferred by Customer without the written consent of or approval of the Company which shall not unreasonably be withheld.

If Customer fails to (i) comply with any material term of its Service Agreement or this tariff, (ii) comply with the applicable rules or orders of the Commission, or (iii) timely pay any charges for transportation service, and Customer fails to cure any such failure within ten (10) calendar days of the delivery by the Company to Customer of written notice of such failure, then Customer shall be in default under its Service Agreement and the Company shall have the right by written notice to the Customer to immediately terminate the Customer’s Service Agreement and cease transportation services for the Customer.

**8. Imbalances**

Unless otherwise agreed by the Company in writing, Customer’s monthly gas utilization at the Delivery Point(s) shall equal the monthly amount of gas Customer provides to the Company at the Point(s) of Receipt (subject to adjustment for Shrinkage) plus or minus ten percent (10%). For each Dth of positive or negative imbalance in excess of that ten percent (10%) variance (hereinafter referred to as “Excess Imbalance”), the customer shall pay to the Company an Imbalance fee as specified below.

If a negative Excess Imbalance exists, Company may require Customer to pay to the Company a charge for that Excess Imbalance determined by the following schedule:

<b>Percentage Negative Excess Imbalance</b> (the percentage by which the actual monthly receipts, adjusted for Shrinkage, are less than the actual monthly deliveries)	<b>Charge Paid by Customer</b>
0 - 10%	No charge
10 - 20%	Volume of Negative Imbalance in Dth x (1.10 x Index)
>20%	Volume of Negative Imbalance in Dth x (1.25 x Index)

This charge does not entitle Customer to rely upon the Company to secure a supply of gas or provide “back-up” or supplemental gas service but merely represents a means of eliminating the imbalance condition to the extent the Company has gas available to it to do so without imposing additional costs or operational issues.

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If a positive Excess Imbalance exists, and is not eliminated in the month following its creation, the Company has the right, but not the obligation, to purchase the Excess Imbalance according to the following schedule:

<b>Percentage Positive Excess Imbalance</b> (the percentage by which the actual monthly receipts, adjusted for Shrinkage, are more than the actual monthly deliveries)	<b>Sales Price Paid by Company</b>
0 - 10%	No sale
10 - 20%	Volume of Positive Imbalance in Dth x (0.90 x Index)
>20%	Volume of Positive Imbalance in Dth x (0.75 x Index)

Any imbalance charges will be paid within ten (10) days of delivery of a written invoice to Customer listing such charges.

**9. Operational Flow Orders**

In the event any one of the following occur: (1) any upstream interstate pipeline supplying the Company declares a Force Majeure event or an operational flow order; (2) the Commission or the Governor of Ohio declare an energy emergency; or (3) if weather and usage conditions create a situation in which the Company reasonably believes that it cannot accommodate an imbalance from the Customer, the Company may issue an operational flow order (“**Operational Flow Order**”). During an Operational Flow Order, the Customer may only tender and receive those volumes of gas which the Company believes the Customer can actually both tender to the Point(s) of Receipt and receive at the Delivery Point(s) on a daily basis.

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If furnishing service to Customer pursuant to this tariff requires Company to use transportation service provided by another entity, any cost incurred by, or billed to Company with regard thereto, shall be billed to Customer by Company and paid by Customer. Such costs shall include, without limitation, transportation or delivery charges, retainage for company use and Shrinkage, filing fees, and penalties incurred as a result of gas volume imbalances or other factors set forth in the applicable rate schedule or contract of such other entity. Customer shall also reimburse Company for any filing fees paid by Company to another entity when necessary to commence or continue gas transportation service to Customer.

**11. Force Majeure**

Notwithstanding any provisions in the Service Agreement and this tariff, all deliveries by Company to Customer, including Customer's Nominations, are subject to partial or complete interruption during force majeure situations, herein defined to mean acts of God, strikes, lockouts, or other labor disturbances, acts of a public enemy, war, blockages, insurrections, riots, epidemics, fire, storms, floods, washouts, civil disturbances, explosions, breakage or accidents to machinery or pipelines, freezing of wells or pipelines, partial or entire failure of wells, cyberattack including but not limited to malware or ransomware, mandatory shutdown or curtailment ordered by any government authority, or any other cause not otherwise provided for herein, whether of the kind herein enumerated or otherwise, not reasonably within the control of Company (each, a "**Force Majeure**").

**12. Addition and Replacement of Facilities**

Where it is necessary, and if Customer and Company agree in writing that it should be done, Company will construct additions, replacements or betterments of its facilities located at the Point(s) of Receipt in order to accommodate the volumes of Customer-owned gas to be delivered to Company pursuant to the Application for Transportation Service. Customer shall pay Company the estimated cost of such additions, replacements or betterments, including an adjustment for federal income tax, prior to the installation thereof.

Such estimate shall be accompanied by supporting data in such detail as Customer shall reasonably require. If the actual cost including an adjustment for federal income tax is less than the estimate, Company shall refund any overpayment to Customer. If the actual cost is greater than the estimate, Customer shall reimburse Company for the additional cost, including an adjustment for federal income tax. Such facilities shall remain the property of Company.

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When Company receives Customer's gas directly into its system from Point(s) of Receipt other than an interstate pipeline, and Company owns the measuring station, Company shall assume all responsibilities associated with the operation and maintenance of said measuring station. Normal operation and maintenance such as pressure checks, grass cutting, routine inspections and routine maintenance will be performed by Company at its expense. Customer shall reimburse Company for major and unusual non-recurring operation and maintenance costs. Customer shall pay for such costs within thirty (30) days of the billing date.

**14. Measurement**

***Measurement at Point(s) of Receipt with an Interstate Pipeline:*** When Company receives Customer's gas at a Point(s) of Receipt with an interstate pipeline, all measurement shall be performed in accordance with the terms of Company's agreement with the interstate pipeline and shall be conclusive for purposes of this tariff.

***Measurement at Other Point(s) of Receipt:*** When Company receives Customer's gas directly into its system from Point(s) of Receipt other than those with an interstate pipeline, and Company owns the measuring station, then Company shall read the meter, furnish, place and remove all recording charts, and calculate the deliveries at no cost to the Customer pursuant to the measurement standards as described under Quantity of Gas Delivered by Meter.

Should Customer challenge the accuracy of the measuring device or devices used, Company shall test the meter(s). A representative of Customer may be present at the test. If the measuring equipment is found to be in error, and the resultant aggregate error in computed deliveries at the recording rate corresponding to the average hourly rate of gas flow for the period since the preceding test is not more than three percent (3%), then previous deliveries shall be considered accurate, and Customer shall pay the cost of testing the meter. If, however, any measuring equipment is found to be in error, and the resultant aggregate error in computed deliveries exceeds the three percent (3%) tolerance, then the previous computed deliveries shall be adjusted by Company to zero error and the cost of testing the meter shall be borne by Company. Such adjustment shall be made for a period not to exceed thirty (30) days prior to the date of challenge by Customer. All adjustments for non-transportation customers shall be made pursuant to 4901:1-13-04(D)(4). All equipment shall, in any case, be adjusted at the time of test to record correctly.

***Accounting for Monthly Deliveries:*** Meter reading dates at the Point(s) of Receipt may not match the Customer's Billing Cycle. However, Company's accounting system used for crediting Customer's gas to Customer's account will be applied on a consistent basis, and will

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be used by Company in determining deliveries and deficiencies in deliveries. The company will attempt to read meters at regular monthly intervals.

**15. Access and Rights-of-Way**

The Company and its authorized employees shall have access at all reasonable times to the Company's facilities on all of the premises in which gas supplied by the Company is used or is to be used. The Company's employees and agents seeking access to the customer's premises shall, upon request, identify himself/herself and state the reasons for visit. The employee or agent must wear a badge identifying the Company.

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## General and Residential Gas Service Terms

### SECTION V

#### 16. General Terms and Main Line Extensions

The Company shall comply with the minimum gas service standards for natural gas companies set forth in Ohio Administrative Code 4901:1-13. When a prospective general or residential customer of natural gas service (“**Gas Customer**”) requests new natural gas service that requires the installation of a main line extension, the Company shall first determine if the main line should be extended. The Company will extend its existing lines to provide service to a prospective Gas Customer where such extension is deemed to be operationally feasible and economically justified based on a cost-benefit analysis. The Company also reserves the right to decline requests to provide such services if it can justify it does not have the capacity or the cost are not just and reasonable to render such service.

If the Company determines to extend the distribution main line to provide service, the Company shall contact the prospective Gas Customer within thirty days to provide (a) an estimate of the cost of the main line extension, (b) the amount, if any, of a deposit, and (c) an estimated date by which the main line extension will be completed. Unless otherwise agreed, the Gas Customer shall be responsible for the cost of all facilities required to interconnect to Company’s gas supply facilities. If the Gas Customer agrees to the terms for the extension of the main line, and the Gas Customer executes a service agreement with the Company outlining the terms of service in accordance these General and Residential Gas Service Terms, the Company shall perform the connection and shall install all necessary piping and appurtenances (including the pressure regulator(s), positive shut-off drip, and meter). For residential customers, the customer will be given a credit for the cost of installing 100 feet of plastic two-inch pipeline not including any valves, regulators, or other equipment in the estimated cost of the main line extension.

#### 17. Service Lines and Equipment

Unless agreed otherwise, the Gas Customer shall install, own and maintain, at the Gas Customer’s expense, its own service line which consists of the pipe from the outlet side of the Company’s meter facilities on the Gas Customer’s property to the Gas Customer’s building (the “**Service Line**”). The Service Line, Gas Customer piping, fittings, valves, connections, equipment venting and all associated equipment shall be installed with materials

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and workmanship which meet the reasonable requirements of the Company and shall be subject to inspection or test by the Company. The Company shall have no obligation to establish service until after such requirements of the Company are met with respect to the facilities in place at the time of the test. In the case of leak, error, patent defect or other unsatisfactory condition resulting in the disapproval of the line or piping by the Company, the necessary correction shall be made at the Gas Customer's expense; and then the lines and piping will be inspected and tested again by the Company at Gas Customer's expense.

Where General Gas Service is provided from high pressure lines, the Company shall furnish the necessary pressure regulator or regulators with the cost allocated or assigned to the Gas Customer, which regulator or regulators shall remain the property of the Company. Such Gas Customer shall install and maintain, at its expense, substantial housing acceptable to the Company in size and design for the regulator or regulators and the meter and related facilities in order to protect them from the weather and molestation. If it becomes necessary to construct, operate, and maintain a heater to maintain satisfactory operation of the regulator or regulators, the gas used in such heater shall be at the expense of the Gas Customer and shall be taken from the outlet side of the meter serving the Gas Customer.

If the Service Line, Gas Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment on a Gas Customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of such defect or condition and reasonable notice to the Gas Customer, may discontinue the supply of gas to such Gas Customer until such defect or condition has been rectified by the Gas Customer in compliance with the reasonable requirements of the Company. The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in, the Service Line, Gas 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.

The Gas Customer assumes all responsibility for the Service Line and all property owned by the Gas Customer on Gas Customer's side of the meter at the Delivery Point, for the service supplied or taken, as well as for the installation and appliances used in connection therewith, and will save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on Gas Customer's side of the meter at the Delivery Point.

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**RULES, REGULATIONS AND RATES GOVERNING THE TRANSPORTATION OF GAS****18. Access and Rights-of-Way**

The Company and its authorized employees shall have access at all reasonable times to the Company's facilities on all of the premises in which gas supplied by the Company is used or is to be used. The Company's employees and agents seeking access to the Gas Customer's premises shall, upon request, identify himself/herself and state the reasons for visit. The employee or agent must wear a badge identifying the Company.

The Gas Customer, without reimbursement, will make or procure conveyance to the Company of right-of-way and installed lines satisfactory to it across property between Company's main lines and Gas Customer's property at the location where service is to be furnished, including property owned or controlled by the Gas Customer for Company's supply mains, extensions thereof, or appurtenances necessary for or incidental to the supplying of service to Gas Customer. Subject to the Gas Customer reimbursement as required by the Company, the Company will make or procure conveyance of other rights-of-ways that are necessary for or incidental to the supplying of service to the Gas Customer. The Company and its customers maintain all their rights under the law with respect to the Company acquiring necessary rights of way in the provision of service to its customers.

**19. Meters and Measurement**

The Company will furnish each Gas Customer, with the cost allocated or assigned to the Gas Customer, with a meter of such size and type as the Company may determine will adequately serve the property of the Company, and the Company shall have the right to replace it as the Company may deem it necessary. The Company shall determine the location of the meter, which shall ordinarily be near the property line boundary or some other agreed upon location, outside of any enclosed building and shall be accessible to the Company without the necessity of Gas Customer presence or approval. When changes in building or arrangements therein render the meter inaccessible or exposed to hazards, the Company may require the Gas Customer, at the Gas Customer's expense, to relocate the meter setting together with any portion of the Gas Customer's service line necessary to accomplish such relocation. The owner of the service property address or Gas Customer shall not permit anyone who is not an authorized agent of the Company to connect or disconnect the Company's meters, regulators or gauges or in any way alter or interfere with the Company's meter, regulators or gauges.

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Unless otherwise agreed to, gas will be measured by a volumetric or thermal meter installed by the Company which shall be and remain the property of the Company with the point of measurement to be at the Delivery Point(s) specified in the service agreement. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration and bills shall reflect the consumption so registered. Any mistake in reading the registration, however, shall not affect the liability for gas consumed as determined by a corrected reading of the registration. A correction billing based upon discovery of a prior error shall be honored by the Gas Customer. The unit of measurement shall be in dekatherms and without adjustment for water vapor content. When the meter is not read, the Company may estimate the quantity of gas consumed and render a bill for such quantity. All estimated bills shall at some time be followed by a billing based upon a meter reading. The Company shall obtain actual readings of its Gas Customer meters at least once every twelve months as well as at the initiation of service and the termination of service, but will make reasonable attempts to read the meter on regular monthly intervals.

**20. Commencement and Continuity of Service**

The Gas Customer, after making proper application for service, shall notify the Company when it desires service to be established. Prior to either (a) initial operation or (b) reestablishing gas service (including after an outage), the Company shall conduct pressure testing or dial testing on the gas piping downstream of the meter to determine that no leaks exist, at the Gas Customer's sole cost. The pressure testing for General Gas Service shall be accomplished consistent with the requirements of OAC Rule 4901:1-13-05(A)(3). Subject to the physical and operating characteristics of Company's gas supply facilities, the Company shall make reasonable provision to supply gas in sufficient quantity and at adequate or uniform pressure, but does not guarantee constant supply or adequate pressure. The Company shall not be liable in damages for failure to supply gas or for interruptions in service, and shall be relieved of its obligations to serve and may discontinue or modify service, if such failure or interruption is due to a Force Majeure event (as defined in Section 11 of Original Sheet No. 14 of this tariff). Without incurring any liability therefore, the Company may also suspend service after reasonable notice, for such period as may be reasonably necessary for maintenance or to make repairs to or changes in Company's pipelines, gas supply systems or other property.

**21. Gas Quality**

The Company's supply of natural gas is received principally from the interstate gas transmission system. Thus, the heating value and specific gravity of gases received may

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vary between Receipt Points from day to day. These variations are beyond the control of the Company, which can only dispatch the gases received. Pursuant to 4933.06 of the Revised Code, except as otherwise provided in arrangements approved under section 4905.31 of the Revised Code, natural gas delivered to Gas Customers shall have a heating value of not less than 900 BTU per standard 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.

**22. Gas Shutoff and Reconnection**

After reasonable notice, the Company shall have the right to discontinue service and the right to disconnect and remove from the premises of any Gas 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 bills for gas or transportation, when due; (3) Failure to furnish or maintain required security; (4) Theft of service, tampering of property, or fraudulent representation or practice; (5) Violation of any of these Rules and Regulations or any written Service Agreement; (6) Gas Customer request; (7) Gas Customer vacates premises; (8) When a safety hazard or emergency may threaten the health and safety of others or other property; (9) When a Gas Customer/consumer uses gas in a manner detrimental to the service of others; or (10) a violation of law. The Company shall follow the provisions of OAC Rule 4901:1-13-09 in the event of disconnection of service for tampering or unauthorized reconnection or for disconnection of service for fraudulent practice. The company will follow all applicable noticing requirements of the Ohio Administrative code prior to disconnection of service

Unless a Gas Customer requests or agrees otherwise, if service is disconnected for nonpayment for no more than ten business days and the customer wishes to guarantee the reconnection of service the same day on which payment is rendered, the customer must provide proof of payment to the company of full amount as stated on the disconnection notice for which service was disconnected no later than twelve-thirty p.m. on that day. Otherwise, the Company shall reconnect service by the close of the following regular working day after it receives full amount as stated on the disconnection notice for which service was disconnected and receives any deposit required and any tariff charges, and agrees with the Gas Customer on a deferred payment plan and already received a payment (if required under the plan) as well as any required deposit or tariff charges, or the Gas Customer establishes that the conditions that warranted disconnection of service have been eliminated. The Company will ensure that its reconnection policy meets or exceeds the requirements of Ohio Adm.Code 4901:1-18 or 4901:1-13 for residential or small commercial service as applicable.

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NORTHERN INDUSTRIAL ENERGY DEVELOPMENT, INC. ORIGINAL SHEET NO. 22  
**RULES, REGULATIONS AND RATES GOVERNING THE TRANSPORTATION OF GAS**

**23. Security, Billing and Payment**

Subject to the requirements of ORC § 4933.17, and Ohio Adm.Code 4901:1-17 as applicable to residential customers, the Company may require a Gas Customer to satisfactorily secure an account unless other arrangements are made. Bills ordinarily are rendered regularly at monthly intervals and sent out on the tenth day of each month. Non-receipt of bills by the Gas Customer does not release or diminish the obligation of the Gas Customer with respect to payment thereof. All bills shall be due no earlier than fifteen days from the date of the postmark on the bill. Bills shall contain the information required by Rule 4901:1-13-11 of the Ohio Administrative Code.

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## SECTION VI – RATE SCHEDULES

### RATE GTS TRANSPORTATION SERVICE

#### 24. Transportation Service Charges

**APPLICABILITY:**

Available in all areas served by the Company to any utility, marketer of gas, reseller of gas, transporter of gas, or commercial or industrial Customer that qualifies for transportation service under Section III of this tariff, provided Customer has applied to Company for such service and entered into a Service Agreement with Company, and provided that service can be rendered within the limits of Company's operating conditions and facilities.

The terms of transportation service shall be governed by (1) the Service Agreement, (2) this tariff, and (3) the rules and orders of the PUCO.

**CUSTOMER CHARGE:**

(a) Transportation Rates:

**Firm Transportation:**

Demand Charge – \$0.17/Dth  
Volumetric Charge – \$0.77/Dth  
Overflow Charge – \$0.77/Dth

**Interruptible Transportation:**

Volumetric Charge – \$0.77/Dth

The Company may offer transportation services at rates that are downwardly flexible from the maximum rates above. The lower bound shall be calculated on a Customer-by-Customer basis for each Customer offered a rate flexed down from the maximum rates stated above. The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to fixed costs. Any agreement that allows for alternative rates shall be filed

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with and approved by the Commission pursuant to 4905.31 of the Ohio Revised Code.

Such reduced rates will be determined based on competitive services available to the Customer and the Company's need for load preservation or the economic recovery of costs of the Company. Unless otherwise agreed by the Company and Customer, Customer shall pay the tariff rate for all volumes delivered hereunder.

(b) Monthly Meter Charge: \$150.00 per meter

(c) Riders

Services under this rate schedule are subject to the following Riders:

- Sheet No. 25 - Gross Receipts Tax Rider

**TRANSPORTATION SERVICE BILLING AND PAYMENT**

On or about the tenth (10th) day of each calendar month, the Company will render to Customer a statement setting forth the total quantity of gas delivered to Customer during the immediately preceding Month. In the event the Company was not able to take actual meter readings at any meter, or if the Company has not received the necessary meter statements from the owner or operator of any applicable meter in time for preparation of the monthly statement, the Company may use an estimated gas delivery quantity based upon confirmed Nominations. Any such estimated delivery volume shall be adjusted, if necessary, in the first statement after the actual meter readings become available. In the event of a meter failure, a reconstructed bill using the best information available shall be used.

Customer shall pay the Company the amount payable according to such statement on or before the twenty-fifth (25th) day of the month or within ten (10) days of receipt of the invoice, whichever is later.

Failure to tender payment within the above-specified time limit shall result in a monthly interest charge of one and one-half percent (1.5%) per month on the unpaid balance. In addition, should Customer's payment be delinquent by more than five (5) days, the Company shall have the right, at its sole discretion, to immediately terminate this Agreement and to terminate any gas transportation in addition to any and all other available legal remedies, claims and damages.

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**RATE GAS  
GENERAL AND RESIDENTIAL GAS SERVICE**

**25. General and Residential Gas Service Charges**

APPLICABILITY:

Available to any non-transportation customer for which the Company will extend its existing lines to extend service to a prospective Gas Customer where such extension is deemed by the Company to be operationally feasible and economically justified based on a cost-based benefit analysis. The terms of general gas service shall be governed by (1) the service agreement, (2) this tariff, and (3) the rules and orders of the Commission.

GAS CUSTOMER CHARGE:

Gas Customer Charge of \$30.00 per month, regardless of the amount of gas consumed, plus a per Dth commodity charge for the amount of gas consumed by the Gas Customer calculated as follows: (the NYMEX Futures "Settle" Price per MMBTU at the Henry Hub for the final settlement date of the NYMEX natural gas futures contract for the applicable month) plus a \$3.00 per Dth Base Rate.

LATE PAYMENT CHARGE:

If applicable, an additional late payment charge of 1.5% (one and one-half percent) of the overdue unpaid balance shall be assessed against Gas Customer.

RIDERS:

Services under this rate schedule are subject to the following Riders:

- Sheet No. 25 - Gross Receipts Tax Rider

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**GROSS RECEIPTS TAX RIDER**

**26. Gross Receipts Tax**

**Rider**

(a) Description:

Except for gross receipts excluded from taxation under ORC 5727.33(B), the Company will charge and collect each billing period the effect of the gross receipts taxes assessed against the Company.

(b) Gross Receipts Tax Rider Rate:

The current gross receipts tax rate is 4.75%; therefore, the current gross receipts tax charged will be the effective rate of 4.987%.

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**SECTION VII – GENERAL INFORMATION**

**27. Right to Modify**

The Company reserves the right to modify, alter or amend the foregoing terms and condition of service in this tariff the Company may deem necessary or convenient in the conduct of its business. Said new or amended terms and condition of service of this tariff are to become effective, and will be added to the Company’s tariff only upon submission to and approval by the PUCO.

**28. Tariff Subject to Commission Rules, Orders and Ohio Revised Code**

The Company is subject to, all orders, rules, and regulations applicable to the Company issued or established by The Public Utilities Commission of Ohio, and federal, State of Ohio, and local laws.

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PUCO No. 3 electronically filed by Mr. David F. Proano on behalf of Northern  
Industrial Energy Development, Inc.