

FILE



## OHIO VALLEY GAS CORPORATION

111 Energy Park Drive, P. O. Box 469, Winchester, IN 47394-0469

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September 8, 2005

Tariff Section, Docketing Division  
The Public Utilities Commission of Ohio  
180 East Broad Street - 12<sup>th</sup> Floor  
Columbus, OH 43266-0573

Dear Tariff Section, Docketing Division:

Re: Enclosure (1) Four Copies of Ohio Valley Gas Corporation

Enclosure (1) is submitted for filing pursuant to Case No. 05-677-GA-ATA.

Distribution of the copies should be made as follows:

- One copy to be filed under Case No. 05-677-GA-ATA case docket.
- One to be filed in the applicable OVGC TRF8017 Docket, Case No. 89-8017-GA-TRF.
- Two to designated for distribution to the Service Monitoring and Enforcement Division of The Public Utilities Commission of Ohio for filing under Case No. 05-677-GA-ATA.

Sincerely,

OHIO VALLEY GAS CORPORATION

  
Lloyd M. Spencer  
Vice President

LMS:s

CC: (w/1 copy of enclosure)

S.M. Kerney - S.A. Miller - M.E. Smith - C.A. Wallace - R.A. Simmons - C. Martin - K.D. DeBolt  
Technical Director, Ohio Consumer's Counsel, 77 South High Street - 15<sup>th</sup> Floor, Columbus, OH 43266-0550

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**OHIO VALLEY GAS CORPORATION  
PUCO GAS SERVICE TARIFF - ORIGINAL VOLUME 7**

**Gen. Rules & Regs.  
First Revised  
Sheet No. 0-1**

**FILE**

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**GAS SERVICE TARIFF**

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Filed Pursuant to:	(1)	PUCO Finding and Order of 11-24-87 – Case No. 87-740-GA-COI
	(2)	PUCO Entry of 7-06-89 – Case No. 89-500-AU-TRF
	(3)	PUCO Opinion & Order of 8-30-89 – Case No. 89-329-GA-PIP
	(4)	PUCO Entry of 9-29-95 – Case No. 95-791-GA-PIP
	(5)	PUCO Entry of 8-31-05 - Case No. 05-677-GA-ATA

Issued Date: September 8, 2005 Issued by David J. Beynon, President Effective Date: August 31, 2005

**OHIO VALLEY GAS CORPORATION  
PUCO GAS SERVICE TARIFF - ORIGINAL VOLUME 7**

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**\*NOTE:** These General Rules and Regulations Applicable to Gas Service in Ohio ("Rules and Regulations") are designed to be in compliance with, based upon, and subordinate to applicable statutes of the Ohio Revised Code ("ORC"), the Ohio Administrative Code ("OAC"), and other Rules and Regulations of the Public Utilities Commission of Ohio ("PUCO"), all of which shall govern and take precedence in the event of conflict with anything herein.

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**OHIO VALLEY GAS CORPORATION**

**GENERAL RULES AND REGULATIONS APPLICABLE TO GAS SERVICE IN OHIO**

1. **RULES AND REGULATIONS ON FILE:**

A copy of all rates, as well as all rules and regulations under which natural gas utility service will be supplied, are posted or on file for the public's benefit in the offices of Ohio Valley Gas Corporation (hereinafter referred to as "the Company" or "the Company's") and with the Public Utilities Commission of Ohio ("PUCO").

2. **WRITTEN APPLICATION OR CONTRACT REQUIRED:**

All applications for service will be made on the Company's standard application or contract form(s), which shall be signed by the Customer and accepted by the Company before natural gas utility service is supplied. A separate application or contract shall be made for natural gas utility service at each location.

In any case where unusual construction or equipment expense is necessary to furnish the natural gas utility service, the Company may require a contract, with reasonable guarantees for a period of time, as specified by the Company.

The Company may require up to two working days notice for connections to existing natural gas piping for natural gas utility service. The Customer is also responsible for payment of all natural gas usage at a natural gas utility service location for up to three working days following notice to the Company to disconnect the natural gas utility service.

3. **DESCRIPTION OF NATURAL GAS UTILITY SERVICE TO BE FURNISHED:**

Upon request, the Customer shall furnish to the Company a list of the gas consuming equipment that is to be connected to the Company's gas supply on the premises.

4. **COMPANY-OWNED PIPING AND EQUIPMENT:**

The Company shall furnish/install/maintain without charge to the Customer, as necessary and appropriate:

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- a. Service Lines consisting of gas piping extending from the Company's gas mains to the Customer's property line.
- b. Regulators as needed to meet metering and delivery pressure requirements.
- c. Meters as required for gas measurement and billing purposes.

5. **LOCATION OF COMPANY REGULATORS, METERS AND APPURTENANCES:**

When the form of natural gas utility service requires, the Customer shall provide free of expense to the Company and at a location satisfactory to the Company a suitable place for necessary regulators, meters, or other equipment which may be furnished by the Company. Whenever possible, the meter setting shall be located outside and in a location which is both readily accessible and reasonably protected from damage.

6. **EQUIPMENT LOCATION PERMIT OR EASEMENT:**

If the Customer is not the owner of the premises being served, or of the intervening property between the served premises and the Company's main, the Customer shall obtain from the owner(s) certain permits or easements. These permits or easements shall be in a form satisfactory to the Company, and shall allow for the installation and maintenance of all piping and other gas equipment needed to supply gas to the Customer.

7. **ACCESS TO PREMISES:**

Employees and authorized agents of the Company shall have the right, at all reasonable times, to enter on the premises of the Customer. Such right of entry shall be used for inspecting, reading, testing, repairing, or replacing any Company-owned meters, regulators, or other equipment used to supply natural gas utility service, or for the removal of the aforesaid equipment on termination of the contract or discontinuance of natural gas utility service.

The Customer shall take all necessary steps to restrain animals from injuring Company employees or agents entering the Customer's property. Any injuries or other damages incurred by the Company, its employees or agents shall be paid by the Customer. The Company will subrogate any related claims to the Customer.

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8. **PROTECTION OF THE COMPANY'S PROPERTY:**

The Customer shall protect the Company's property on the Customer's premises from loss or damage and shall not permit anyone who is not an employee or agent of the Company to remove or tamper with the Company's property. If the Company's equipment is damaged or destroyed through the neglect of the Customer, the cost of repairs or replacement shall be paid by the Customer.

9. **CUSTOMER FURNISHED PIPING AND EQUIPMENT:**

At their own expense, Applicants for natural gas utility service shall furnish, install and maintain, in full compliance with Company prescribed standards and applicable Federal and state laws, rules and regulations, and local ordinances, and codes, the following:

- a. **Yard Lines** consisting of gas piping from the Customer's property line to the Company's meter setting. The Yard Line shall not be run under or through any portion of any building.
- b. **Fuel Lines** consisting of all gas piping downstream of the Company's meter setting. Any future changes, repairs, replacements or relocations of the Customer's yard or fuel line, for whatever reason, shall be at the Customer's expense.
- c. **Pressure Regulating Equipment**, should any be necessary to regulate the pressure of the gas after delivery to Customer.
- d. **Check Measuring Equipment**, if any, as may be desired by the Customer. Such equipment shall be installed so as not to interfere with the operation of the Company's measuring equipment. Responsibility for reading, calibrating, and adjusting any such check measuring equipment shall rest solely with the Customer.
- e. **Other**. The Company shall be under no obligation to inspect the piping and equipment of the Customer. The Customer shall, at all times, maintain all piping and equipment beyond the Company's meter.

10. **POINT OF DELIVERY:**

The point of delivery of gas supplied by the Company shall be at the outlet of the meter. The Company will make the necessary connection at the point of delivery. No one, other than the Company, may alter or interfere with this or any upstream connection in any way.

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11. **METERING:**

All gas used by the Customer will be measured by the meter(s) to be furnished and installed by the Company. Monthly bills shall be calculated upon the registration of said meter(s). Meters shall conform with the applicable regulations of PUCO. If more than one meter is installed on the same premises, natural gas utility service to each meter shall be billed separately; however, if multiple meters were installed to serve the same rate classification strictly for the convenience of the Company, then only one monthly service charge for that rate class will be applied.

Customers receiving natural gas utility service under Rate Suffixes other than One, shall, at the request of the Company, provide electricity at the metering location (nominal 115 volts with the line fused at 15 amperes) and access to a telephone line (may be an extension of the Customer's telephone system or a direct telephone line provided at the Customer's expense) that is capable of allowing the Company to contact the metering location to obtain billing and flow information for the purposes of tracking daily and monthly usage.

12. **MEASUREMENTS:**

- a. **Sales Unit** - The sales unit of the gas deliverable by the Company to Customer shall be the Therm (Th). By definition, a therm is the amount of thermal energy equal to 100,000 British Thermal Units (BTUs). For example, where the heating value of the gas is 1000 BTU per cubic foot:

$$1 \text{ Therm (Th)} = 100 \text{ SCF} = 1 \text{ SCCF} = 1/10 \text{ SMCF} = 1/10 \text{ Dekatherm (Dth)} = 1/10 \text{ MMBTU}$$

- b. **A Standard Cubic Foot (SCF)** of gas is that volume of gas that occupies one (1) cubic foot of space when measured at sixty (60) degrees Fahrenheit and a pressure of 14.73 psia.
- c. **Assumed Atmospheric Pressure** - The average absolute atmospheric pressure shall be assumed to be fourteen and four tenths (14.4) pounds per square inch. This standard shall be irrespective of the actual elevation of the point of delivery above sea level or variations in such atmospheric pressure from time to time.
- d. **Flowing Temperature** - At points of delivery where the installation of a recording thermometer or other temperature correcting device is provided, the indicated temperature of the gas flowing through the meter(s) shall be used in computing gas volumes. When such a device is not provided, the temperature of the gas shall be assumed to be sixty (60) degrees Fahrenheit.

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**13. FAILURE OF METER:**

Whenever it is discovered that a meter is not recording correctly, adjustments shall be made correcting such inaccuracy in accordance with the regulations of PUCO. The volume of gas delivered by the Company to the Customer may be estimated, if necessary:

- a. by using the registration of any check meter or meters if installed and accurately registering;
- b. by correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculation; or
- c. by estimating the quantity of natural gas delivered based upon deliveries made during periods under similar conditions when the meter was registering accurately.

**14. ADJUSTMENT OF BILLS DUE TO METER ERROR:**

If, upon test at thirty-five (35) percent of rated capacity, any measuring equipment is found to be not more than two (2) percent fast or slow, previous recordings of such equipment shall be considered correct in computing deliveries of gas; but such equipment shall be adjusted at once to record accurately. If, upon test at thirty-five (35) percent of rated capacity any measuring equipment shall be found to be inaccurate by any amount exceeding two (2) percent, then any previous recordings of such equipment shall be corrected to zero error for any period which is definitely known or agreed upon. Such correction shall be for a period extending over one-half of the time elapsed since the date of last test, or one (1) year, whichever period is shorter, and the Customer's account shall be either credited or debited, as appropriate.

**15. WARRANTY OF TITLE TO GAS:**

The Company generally warrants title to all gas delivered by it to Customer and the right to sell the gas, and that such gas shall be free and clear from all liens and adverse claims.

**16. RESALE OF GAS:**

The Customer shall not pipe gas off their premises or sell the same to any other Customer or person.

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17. **RESPONSIBILITY AFTER GAS IS DELIVERED BY COMPANY:**

Customer assumes all responsibility for the natural gas utility service on Customer's premises; including, but not limited to, the point-of-delivery and all piping and equipment used in connection with the natural gas utility service. Customer shall protect and save the Company harmless from all demands, claims, suits, and judgments and execution for injury or death to persons or damage to property, both real and personal, which are alleged to occur on or about Customer's premises as occasioned by said gas service or said piping and equipment. This duty of the Customer shall not attach to injury, death or damage shown to have been occasioned solely by the negligence of the Company, its employees or agents.

18. **CONTINUITY OF NATURAL GAS UTILITY SERVICE:**

The Company will endeavor to supply gas continuously and without interruption; however, the Company shall not be liable in damages or otherwise for failure to supply gas or for interruptions of the gas supply when such failure is without willful fault on the Company's part.

The Company cannot and does not guarantee either a sufficient supply of gas or an adequate pressure for the gas supplied and shall not be liable for any damage or loss resulting from any variation in pressure or from a total interruption of the gas supply.

19. **ESTABLISHMENT OF CREDIT TO ENSURE PAYMENT OF BILLS:**

a. **Residential Customers.** As set forth in Section 4933.17 of the ORC and Sections 4901:1-17-01 through 4901:1-17-09 of the OAC, the Company may require a cash deposit from an applicant for service or an existing Customer whenever standards of credit worthiness are not satisfied. The following criteria are applicable to residential customers making application for natural gas utility service with the Company or an existing Customer not making prompt payment of their monthly billings:

- (1) **Administration of Credit Procedures.** The Company administers its credit procedures consistent with the rules of PUCO in an equitable and nondiscriminatory manner. The credit risk of the Applicant is determined without regard to race, color, religion, gender, national origin, age, handicap, disability, or with regard to the collective credit reputation of the area in which the Applicant or Customer lives.
- (2) **Natural Gas Utility Service Application.** Applicants for natural gas utility service shall satisfactorily establish financial responsibility.

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- (a) The Company may require a deposit from any previous Customer who was a Customer during the preceding twelve months and had their natural gas utility service disconnected for non-payment, a fraudulent practice, tampering, or unauthorized reconnection.
- (b) An Applicant's financial responsibility will be deemed established, if the Applicant meets one of the following criteria:
  - 1. The Applicant, for natural gas utility service, is the owner of the premises to be serviced or of other real estate within the service territory of the Company and the Applicant.
  - 2. The Applicant demonstrates that they are a satisfactory credit risk by means that may be quickly and inexpensively checked by the Company. In making the determination whether the Applicant is a financially responsible person, the Company may request from the applicant, and shall consider information including, but not limited to, the following:
    - a. Name of employer.
    - b. Place of employment.
    - c. Position held.
    - d. Length of service with present employer.
    - e. Letters of reference.
    - f. Names of credit cards possessed by the Applicant.
  - 3. The Applicant demonstrates that they have had the same class and similar type of natural gas utility service within a period of twenty-four consecutive months preceding the date of application, unless the Company's records indicate that the Applicant's natural gas utility service was disconnected for non-payment during the last twelve consecutive months of natural gas utility service, or the Applicant had received two consecutive bills with past-due balances during that twelve-month period, and provided further that the financial responsibility of the Applicant is not otherwise impaired.
  - 4. When an Applicant requests a copy of their payment history to satisfy Paragraph 19.a.(2)(b) of this Rule, the Company shall provide to the

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Customer written information reflecting the Customer's payment history. The Company shall provide this information within five business days of the request.

5. The Applicant makes a cash deposit to secure payment of the bills for the Company's natural gas utility service as prescribed in Paragraph 19.a.(7) of this Rule below.
  6. The Applicant furnishes a creditworthy guarantor to secure payment of natural gas bills in an amount sufficient for a sixty-day supply for the natural gas utility service requested. If a third party agrees to be a guarantor for a utility customer, they shall meet the criteria as defined in Paragraph 19.a.(2) of this Rule above or otherwise be creditworthy.

    - a. The guarantor shall sign the written Guarantor Agreement that is attached hereto as Appendix A to these Rules and Regulations. The Company will provide the guarantor with a copy of the signed Guarantor Agreement and shall keep the original Guarantor Agreement on file during the term of the guaranty.
    - b. The Company shall send all disconnection notifications for the guaranteed Customer to the guarantor, unless the guarantor affirmatively waives that right.
    - c. The Company shall send a notice to the guarantor when the guaranteed Customer requests a transfer of natural gas utility service to a new location(s). The transfer of natural gas utility service notice shall display all of the following: the name of the guaranteed Customer, the address of the current guaranteed Customer's natural gas utility service location, a statement that the transfer of natural gas utility service to the new location(s) may affect the guarantor's liability, and a statement that, if the guarantor does not want to continue the guaranty at the new natural gas utility service location, the guarantor must provide thirty days' written notice to the Company to end the guaranty.
- (3) **Establishment of Credit.** The establishment of credit under the provisions of these rules, or the reestablishment of credit under the provisions of Paragraph 19.a.(6) of this Rule, shall not relieve the Applicant or Customer from compliance with the Rules and Regulations of the Company regarding advance payments and payment of

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bills by the due date, and shall not modify any regulations of the Company as to discontinuance of natural gas utility service for non-payment.

- (4) **Default of Customer with Guarantor.** Upon the default of a Customer who has furnished a guarantor as provided in Paragraph 19.a.(2)(b)6. of this Rule, the Company may pursue collection actions against the defaulting Customer and the guarantor in the appropriate court, or if the guarantor is a Customer of the Company, the Company may transfer the defaulting Customer's bill to the guarantor's account. The defaulted amount transferred to the guarantor's account shall not be greater than the amount billed to the Customer for sixty days' service or two monthly bills. After thirty days from the transfer, the Company may make the guarantor subject to disconnection procedures, if the amount transferred remains unpaid.
- (5) **Unpaid Bill Applicable to Previous Residential Natural Gas Utility Service.** An Applicant who owes an unpaid bill for previous residential natural gas utility service, whether the bill is owed as a result of natural gas utility service provided to that Applicant or is owed under a Guarantor Agreement, shall not have satisfactorily established or reestablished their financial responsibility as long as the bill remains unpaid.
- (6) **Deposit To Reestablish Creditworthiness.** The Company may require a Customer to make a deposit or an additional deposit on an account, as set forth in this Rule and pursuant to Paragraph 19.a.(2) and Paragraph 19.a.(7) of this Rule, to reestablish creditworthiness for tariffed natural gas utility service based upon the Customer's credit history on that account with the Company. After considering the totality of the circumstances, the Company may require a customer whose natural gas utility service has been disconnected to pay a deposit, the delinquent bill, and the reconnection charges prior to restoring service.
- (a) The Company may require a deposit if the Customer's account meets one of the following criteria:
1. The Customer has not made full payment or payment arrangements by the due date for two consecutive bills during the preceding twelve months.
  2. The Customer has been issued a disconnection notice for non-payment on two or more occasions during the preceding twelve months.
- (b) The Company may require a deposit if the Applicant for natural gas utility service was a Customer of the Company during the preceding twelve months

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	(2)	PUCO Entry of 7-06-89 – Case No. 89-500-AU-TRF
	(3)	PUCO Opinion & Order of 8-30-89 – Case No. 89-329-GA-PIP
	(4)	PUCO Entry of 9-29-95 – Case No. 95-791-GA-PIP
	(5)	PUCO Entry of 8-31-05 - Case No. 05-677-GA-ATA

and had service disconnected for non-payment, fraudulent practice, tampering, or unauthorized reconnection.

- (7) **Deposit Administration Provisions.** The Company shall not require a cash deposit to establish or reestablish credit in an amount in excess of one-twelfth of the estimated charge for regulated natural gas utility service provided by the Company for the ensuing twelve months, plus thirty percent of the monthly estimated charge. The Company shall provide, upon request, a copy of these rules to the Applicant or Customer from whom a deposit is required. If a copy is provided to an Applicant or Customer, the Company shall also advise the Applicant or Customer that PUCO is located at 180 East Broad Street, 7<sup>th</sup> Floor, Columbus, Ohio 43215, and PUCO's toll-free telephone number of 1-800-686-7826, PUCO's toll-free telephone number for TDD/TTY of 1-800-686-1570, PUCO's business hours of 8:00 a.m. to 5:00 p.m. weekdays, and PUCO's website address of [www.puco.ohio.gov](http://www.puco.ohio.gov).

- (a) Upon receipt of a cash deposit, the Company shall furnish to the Applicant or Customer a receipt that displays all of the following information: name of Applicant or Customer, service address of the premises to be served, the billing address of the premises to be served, the amount of the deposit, and a statement that the rate of interest to be paid on the deposit will be not less than three percent per annum for deposits held by the Company for one-hundred eighty days or longer or at the rate as prescribed by PUCO from time-to-time.
- (b) The Company shall accrue interest at the rate of three percent per annum or at the rate prescribed by PUCO from time-to-time for each deposit held for one-hundred-eighty-days. Interest shall be paid to the Customer when the deposit is refunded or deducted from the Customer's final bill. The Company is not required to pay interest on a deposit it holds for less than one-hundred-eighty-days. The Company is not required to pay additional interest on a deposit after discontinuance of service, if the Company has made a reasonable effort to refund the deposit. The Company shall dispose of any unclaimed deposits, plus accrued interest, in conformity with Chapter 169 of the ORC.

- (8) **Refund Of Deposit And Release Of Guarantor.**

- (a) After discontinuance of natural gas utility service, the Company shall promptly apply the Customer's deposit, including any accrued interest, to the final bill. The Company shall promptly refund to the Customer any deposit, plus any accrued interest, remaining. A transfer of natural gas utility service from one Customer location to another within the Company's service area does not prompt a refund of the deposit or a release of the guarantor.

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- (b) The Company shall review each account holding a deposit or a Guarantor Agreement every twelve months and promptly refund the deposit, plus any accrued interest, or release the guarantor, if the account meets the following criteria:
    - 1. The Customer has paid their bills for natural gas utility service for twelve consecutive months without having had service disconnected for non-payment.
    - 2. The Customer has not had more than two occasions on which their bill was not paid by the due date.
    - 3. The Customer is not then delinquent in the payment of their bills.
  - (c) The Company shall promptly return the deposit, plus any accrued interest, upon the Customer's request at any time the Customer's credit has been otherwise established or reestablished, in accordance with this Rule.
  - (d) Once the Customer satisfies the requirements for release of guarantor, pursuant to this Rule, the Company shall notify the guarantor in writing, within thirty days, that the guarantor is released from all further responsibility for the account.
- (9) **Record Of Deposit.** The Company will keep a record of all cash deposits received from a Customer from the date of deposit until the date of refunding the deposit or otherwise disposing of the deposit in accordance with applicable law. The record shall show all the information, as required by Paragraph 19.a.(7) of this Rule.
- (10) **Applicant And/Or Customer Rights.**
- (a) When the Company requires a Customer to make a cash deposit, the Company shall notify the Applicant or Customer of all options available to the Customer to establish credit as listed in Paragraph 19.a.(2) of this Rule.
  - (b) When the Company requires a cash deposit to establish or reestablish natural gas utility service and the Customer expresses dissatisfaction with the Company's decision, the Company shall inform the Customer of the following:
    - 1. The reason(s) for its decision to require a cash deposit.
    - 2. How to contest the Company's decision and show creditworthiness.

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3. The right to have the Company's decision reviewed by an appropriate Company supervisor.
  4. The right to have the Company's decision reviewed by PUCO staff, and provide the Applicant/Customer with the toll-free telephone number and/or the TDD/TTY toll-free number, address, and the website address of PUCO as stated below:
    - a. The PUCO toll-free telephone number is 1-800-686-7826, for TDD/TTY the toll-free number is 1-800-686-1570. Normal business hours are 8:00 a.m. to 5:00 p.m. weekdays, or at the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov).
  - (c) The Company, upon request, shall provide in writing to the Applicant/Customer the information required by Paragraph 19.a.(10)(b) of this Rule.
- (11) **Waiver Requests.** PUCO may waive any Rule or any part of these Rules for good cause upon its own motion or upon the application by the Company. The Application for a waiver shall include the specific rule(s) requested to be waived. If the request is to waive only a part or parts of a Rule, then the application should identify the appropriate paragraphs, sections, or subsections to be waived. The waiver request shall provide sufficient explanation by Rule, including advantages and possible disadvantages, to allow PUCO to thoroughly evaluate the waiver request.
- b. **Non-Residential Customers.** The Company shall require a cash deposit from an Applicant for natural gas utility service or from an existing Customer not exceeding 130% of an average monthly bill based upon an estimated annual consumption. Cash deposits of non-residential Customers which are held more than twelve (12) months shall earn interest from the date of deposit at a rate of three percent per annum or at such other rate of interest as the PUCO may prescribe from time to time.

20. **MONTHLY BILLS:**

- a. Bills for natural service will be rendered monthly unless otherwise specified. The term "month" for billing purposes shall mean the period between any two consecutive regularly scheduled readings of the meter(s) by the Company. Meter readings are to be taken as near as practicable every thirty (30) days.
- b. When the Company is unable to read a meter after reasonable effort, the Customer will be billed based upon an estimated consumption.

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- c. Failure to receive a bill in no way exempts the Customer from the provisions of these Rules and Regulations.
- d. A service charge in the amount shown on the applicable rate sheet will be included with each monthly billing.
- e. A Late Payment Charge will be added if the bill is not paid on or before the due date shown on the bill; 10% on the first \$3.00, 3% on all over \$3.00.
- f. The monthly billing for natural gas utility service will be considered paid when payment has been received by the Company at its designated address. The Company will not consider the payments as being made based upon a postmark on the mailing envelope. Payments received after the due date printed on the monthly natural gas billing will be subject to the addition of a Late Payment Charge (See Rule No. 22).
- g. The Company may, at its sole discretion, require any Customer with monthly billings aggregating \$25,000.00 or more to make payment to the Company in the form of a wire transfer directed to a bank account designated by the Company. Wire-transferred funds shall be available to the Company on or before the due date printed on the monthly natural gas billings. The Customer will also be required to make a facsimile transmission to the Company at a designated telephone number, or the sending of an e-mail to the Company at a designated e-mail address, setting forth the pertinent details of the wire transfer.

21. **DISCONNECTION OF RESIDENTIAL SERVICE:**

As a natural gas company under the jurisdiction of PUCO, the Company will comply with the applicable provisions of the ORC and OAC, as further detailed, and as follows on disconnection of service to a Customer classified as a residential customer:

a. **Definitions Pertaining To This Rule:**

- (1) **Collection Charge** means a tariffed charge assessed to a residential customer by the Company for sending an employee or agent to a residence who is authorized to accept payment for natural gas utility service.
- (2) **Default** means the failure to make the required payment on an extended payment plan by the due date.
- (3) **Extended Payment Plan** means an agreement between the Customer and the Company that requires the Customer to make payments over a set period of time to the Company on unpaid amounts owed to the Company.

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- (4) **Household Income** has the meaning attributed to it by the Ohio Department of Development ("ODOD"), Office of Community Service, in the administration of the Home Energy Assistance Program ("HEAP").
  - (5) **Primary Source of Heat** means the energy that is the heat source for the central heating system of the residence or, if the residence is not centrally heated, the energy that makes up the bulk of the energy used for space heating.
  - (6) **Secondary Source of Heat** means the energy that is the heat source for space heating other than that provided by the central heating system of the residence or, if the residence is not centrally heated, the energy that does not make up the bulk of the energy used for space heating or, if the residence is centrally heated using some other form of energy, the energy required to operate equipment needed for the proper function of the central heating system.
- b. **General Provisions.** The Company may disconnect natural gas utility service to residential customers only for the following reasons:
- (1) For violation of or refusal to comply with the contract and/or the Rules and Regulations on file with PUCO which apply to the Customer's natural gas utility service.
  - (2) When a Customer uses natural gas in a manner detrimental to the service to other Customers.
  - (3) When providing service is in conflict or incompatible with any order of PUCO, court of law, laws of the State of Ohio or any political subdivision thereof, or of the Federal Government or any of its Agencies.
  - (4) When the Customer has moved from the premises.
  - (5) When natural gas utility service creates a safety hazard to Customers or their premises, the public, or to the Company's personnel or facilities or where, because of conditions beyond the Customer's premises, disconnection of the supply of natural gas is reasonably necessary. The Company shall not restore natural gas utility service until the hazardous condition(s) have been corrected.
  - (6) When a Customer or their agent:
    - (a) Prevents the Company's personnel from reading the meter for a year or more, unless the Company suspects tampering or other fraudulent activities.

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- (b) After notice and a reasonable period of time under the circumstances, continues to prevent the Company's personnel from calibrating, maintaining, or replacing the Company's meter, metering equipment, or other Company property used to supply natural gas utility service.
- (c) Resorts to any fraudulent practice to obtain natural gas utility service, is the beneficiary of the fraudulent practice, or damages the Company's meter, metering equipment or other property used to supply the natural gas utility service. Under circumstances stated in this paragraph the Company need not restore service until the Customer has completed each of the following:
  - 1. Given assurance that the fraudulent or damaging practice has been discontinued.
  - 2. Paid to the Company an amount estimated by the Company to be reasonable compensation for unauthorized usage obtained and not paid for at the time of the disconnection.
  - 3. Paid for any damage to property of the Company, including any cost to repair the damage.
  - 4. All other fees and charges authorized by tariff resulting from the fraudulent practice or tampering.
- (7) For repairs, provided that notice to the Customer is given prior to scheduled maintenance interruptions to be in excess of six hours.
- (8) Upon request of the Customer.
- (9) For non-payment, including non-payment of security deposits applied to delinquent bills as a condition for continued natural gas utility service, only after the provisions and procedures set forth in this Rule have been complied with by the Company.

c. **Delinquent Bills.**

- (1) Individually metered residential natural gas utility service accounts will be considered delinquent and subject to the Company's disconnection procedures for non-payment if the account meets one of the following criteria:
  - (a) The Customer has not made full payment or arrangements for payment by the due date for any given bill containing a previous balance for natural gas utility services provided by the Company.

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- (b) The Customer is in default on an extended payment plan.
- (c) The Customer fails to make the initial payment on an extended payment plan.
- (2) The minimum payment necessary in order to avoid disconnection procedures shall not be greater than the delinquent amount, i.e., that portion of the bill that represents a previous balance for natural gas utility service provided by the Company.

d. **Extended Payment Plans and Responsibilities.**

- (1) Upon contact by the Customer whose account is delinquent or who desires to avoid a delinquency, the Company shall inform the Customer that it will make extensions or other extended payment plans appropriate for both the Customer and the Company. The Company may require the Customer to demonstrate an inability to pay. If the Customer proposes payment terms, the Company may exercise discretion in the acceptance of the payment terms based upon the account balance, the length of time that the balance has been outstanding, the Customer's recent payment history, the reasons why payment has not been made, and any other relevant factors concerning the circumstances of the Customer including health, age, and family circumstances. If the Customer fails to propose payment terms acceptable to the Company, the Company shall then advise the Customer of the availability of one of the extended payment plans as set forth in this Rule, and of the availability of the extended payment plans set forth in this Rule for a Customer whose income qualifies them for such a plan. A Customer who is in default on one of the extended payment plans set forth in this Rule is still eligible for the extended payment plan based upon income qualifications, if they qualify.
- (2) The Company shall offer the Customer at least one of the following extended payment plans:
  - (a) A plan that requires six equal monthly payments on the arrearages in addition to full payment of the current bill.
  - (b) A plan that requires payment of one-third of the balance due each month (arrearages plus current bill). This plan shall be offered during the winter heating season, as required by this Rule.
- (3) If a Customer informs the Company of a medical problem, the Company shall inform the Customer of the medical certification program as provided in Paragraph 21.e.(3).
- (4) The Company shall not disconnect the natural gas utility service of any residential customer for non-payment or refusal to reconnect, because of an arrearage, the

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natural gas utility service of a residential customer who has requested to transfer their service from one address to another as long as that Customer meets each of the following qualifications:

- (a) The Customer has a household income for the past three months which if annualized, would equal one-hundred-fifty per cent of the federal poverty level or less, or, if the household income for the past three months annualized is more than one-hundred-fifty per cent of the federal poverty level, or the customer has a household income for the past twelve months equal to one-hundred-fifty per cent of the federal poverty level or less.
- (b) For usage during any billing period all or part of which is within the winter period (defined as beginning on November 1 and terminating on April 15), the Customer pays at least one of the following amounts:
  - 1. Ten percent of their monthly household income to the jurisdictional utility that provides the Customer with their primary source of heat and pays at least five percent of their monthly household income to the jurisdictional utility which provides the Customer a secondary source of heat.
  - 2. Fifteen percent of their monthly household income to the jurisdictional utility that provides both primary and secondary source of heat.
  - 3. Fifteen percent of their monthly household income to the jurisdictional utility that provides the totality of energy used for heating purposes to their residence.
  - 4. Ten percent of their monthly household income to the jurisdictional utility that provides the primary source of heat when a non-jurisdictional utility or other entity provides the secondary source of heat.
  - 5. Five percent of their monthly household income to the jurisdictional utility that provides the secondary source of heat when a non-jurisdictional utility or other entity provides the primary source of heat.
- (c) For usage during any billing period no part of which is within the winter period as defined in Paragraph 21.d.(4)(b), the Customer pays that percentage of their income required by this Rule or the current bill for actual nonwinter usage, whichever is greater.

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- (d) The Customer applies for all public energy assistance for which they are eligible.
  - (e) The Customer applies for all weatherization programs for which they are eligible.
  - (f) The Customer provides proof to the Company or ODOD, whichever is appropriate, no less often than once in every twelve months that they meet the household income requirements of this Rule. For Customers determined to have zero income under this Rule, the Company may require the Customer to verify the household income no more than once every ninety days.
  - (g) The Customer signs a waiver permitting the Company to receive information from any public agency or private agency providing income or energy assistance and from any employer whether public or private.
- (5) For purposes of this Rule, any money provided to the Company from the regular HEAP, or similar program, on behalf of the Customer as energy assistance shall not be considered as household income or counted as part of the monies paid by the Customer to meet the percentage of income requirement. Any money provided to the Company on an irregular or on an emergency basis by a public or private agency for the purpose of paying natural gas bills shall not be considered as household income. These monies shall first be applied to the Customer's current monthly payment obligation, as determined in accordance with this Rule, with any money in excess of the amount necessary to satisfy the current monthly payment obligation being applied to either the amount the Customer is in default on an extended payment plan or, if no such default exists, then to the Customer's arrearages.
- (6) The Company shall provide an optional Budget (Level) Payment Plan on an annual basis for any Customer who is not in default on a previously agreed upon extended payment plan. Arrearages need not be included in the optional Budget (Level) Payment Plan. See Rule 27. for details on the Company's Budget (Level) Payment Plan.
- (7) A Customer's failure to make any payment provided for under this Rule shall entitle the Company to disconnect natural gas utility service in accordance with the procedures set forth in Paragraph 21.e.
- (8) The Company shall furnish, upon the request of the Customer entering into an extended payment plan, a written, typed, printed, or computer-generated copy of the plan and, if the extended payment plan was arranged by a Company employee, the name of that employee.

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e. **Disconnection Procedures For Natural Gas Customers.**

- (1) If a residential customer is delinquent in paying for their natural gas utility service, the Company may, after proper and reasonable notice of pending disconnection of service (not less than fourteen days), disconnect the customer's service during normal Company business hours in compliance with all of the following conditions:
  - (a) No disconnections for non-payment shall be made after 12:30 p.m. local time on the day preceding a day on which all services necessary for the Customer to arrange and the Company to perform reconnection are not regularly performed.
  - (b) On the day of disconnection of service, the Company shall provide the Customer with personal notice. If the Customer is not at home, the Company shall provide personal notice to an adult party. If neither the Customer nor an adult party is at home, the Company shall attach written notice to the premises in a conspicuous location prior to disconnecting service.
  - (c) Third-party or guarantor notification.
    1. The Company shall permit a residential Customer to designate a third party to receive notice of the pending disconnection of the Customer's natural gas utility service or of any other credit notices sent to the Customer. If the Customer has a guarantor, the guarantor shall receive notice of the pending disconnection of the guaranteed Customer's natural gas utility service or of any other credit notices sent to the guaranteed Customer, except where the guarantor has affirmatively waived the right to receive notices pursuant to this Rule. The Company shall notify the third party or the guarantor at least fourteen days prior to disconnecting the Customer's natural gas utility service.
    2. The Company shall inform the third party that their receipt of such notice does not constitute acceptance of any liability by the third party for payment for natural gas utility service provided to the Customer unless the third party has also agreed, in writing, to be a guarantor for the Customer.
    3. If the Company plans to disconnect the residential natural gas utility service of a Customer for the non-payment of their bill, and that Customer resides in a county in which the Department of Job and Family Services has provided the Company with a written request for

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prior notification of residential natural gas utility service disconnection, then the Company shall provide the appropriate county Department of Job and Family Services with a listing of those Customers whose natural gas utility service will be disconnected for non-payment at least twenty-four hours before the action is taken.

4. Upon request of a property owner or the agent of a property owner, the Company shall provide the property owner or the agent of a property owner with at least three-day advance notice when natural gas utility service to their property is to be disconnected either at the request of a residential Customer who is a tenant or for non-payment.
- (d) Employees or agents who disconnect natural gas utility service at the premises may or may not, at the discretion of the Company, be authorized to make extended payment arrangements. Company employees or agents who disconnect natural gas utility service shall be authorized to complete one of the following:
1. Accept payment in lieu of disconnection.
  2. Dispatch an employee to the premises to accept payment.
  3. Make available to the Customer another means to avoid disconnection.
- (e) The following information shall be either clearly displayed on the disconnection notice or included in the documents accompanying the disconnection notice:
1. The delinquent billing account number, the total amount required to prevent disconnection of the natural gas utility service provided by the Company, and any security deposit owed at the time of the notice.
  2. The earliest date when disconnection may occur.
  3. That the Company's local telephone number is 1-765-964-3101 and the local office for Customers to contact is located at 317 North Columbia Street, Union City, Indiana. Normal business hours are 7:00 a.m. to 4:00 p.m. local time weekdays or by visiting the Company's website at [www.ovgc.com](http://www.ovgc.com).
  4. PUCO staff is available to render assistance with unresolved complaints. PUCO's office is located at 180 East Broad Street, 7<sup>th</sup>

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	(2)	PUCO Entry of 7-06-89 – Case No. 89-500-AU-TRF
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	(4)	PUCO Entry of 9-29-95 – Case No. 95-791-GA-PIP
	(5)	PUCO Entry of 8-31-05 – Case No. 05-677-GA-ATA

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Floor, Columbus, OH 43215, their toll-free telephone number is 1-800-686-7826 or for TDD/TTY the toll-free telephone number is 1-800-686-1570. The PUCO office hours are 8:00 a.m. to 5:00 p.m. weekdays. The PUCO website is at [www.puco.ohio.gov](http://www.puco.ohio.gov).

5. A statement that the Customer's failure to pay the amount required at the Company's office or to one of its authorized agents by the date specified in the notice may result in a security deposit and a charge for reconnection being required. The statement shall also include the amount of the security deposit and reconnection charge.
  6. An explanation of the payment plans and options available to a Customer whose account is delinquent, as provided in this Rule.
  7. If disconnection of natural gas utility service is to occur as a result of non-payment, a statement that a medical certification program and applicable forms are available from the Company.
  8. A statement that a listing of the Company's authorized payment agents is available by calling the Company at 1-765-964-3101 or by visiting the Company's website at [www.ovgc.com](http://www.ovgc.com).
- (2) The Company shall not disconnect natural gas utility service to residential Customers for non-payment during the period of November 1<sup>st</sup> through April 15<sup>th</sup> unless, in addition to the other requirements of this Rule, the Company completes each of the following:
- (a) Makes contact with the Customer or other adult party at the premises ten days prior to disconnection of natural gas utility service by personal contact, telephone, or hand-delivered written notice.
  - (b) Informs the Customer or adult party that sources of federal, state, and local government aid for payment of natural gas bills and for home weatherization are available at the time the Company delivers the notice required in this Rule, and provides sufficient information to allow the Customer to further pursue available assistance.
  - (c) Informs the Customer of the right to enter into a payment plan as set forth in this Rule, unless the Customer qualifies for the payment plan set forth in Paragraph 21.d.(4) of this Rule, in which event the Company shall inform the Customer of the availability of both plans. The Company may require reasonable verification of the Customer's household income, including but not necessarily limited to verification by the local agency providing

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governmental aid in paying natural gas bills. If the Customer does not respond to the notice described in this Rule, or refuses to accept a payment plan or fails to make the initial payment on a payment plan referenced in this paragraph, the Company may disconnect natural gas utility service after the ten-day notice expires.

(3) **Medical Certification:**

- (a) The Company shall not disconnect natural gas utility service for non-payment if the disconnection of natural gas utility service would be especially dangerous to health. The health condition must be certified in accordance with this Rule.
- (b) When the disconnection of natural gas utility service would make operation of necessary medical or life-supporting equipment impossible or impractical, the Company shall not disconnect natural gas utility service for non-payment, if the Customer establishes an inability to pay the amount due in full and enters into and makes payments in accordance with an extended payment plan. The necessary medical or life-supporting equipment must be certified in accordance with this Rule.
- (c) The Company shall give notice of the availability of medical certification to its residential Customers by means of bill inserts or special notices at the beginning of the winter heating period.
- (d) The Company shall provide application forms for health care professionals or local board of health physicians for certification upon request of any residential Customer. See Appendix G.
- (e) Any Customer or household member who is a permanent resident of the premises where the natural gas utility service is rendered may qualify for certification.
- (f) The condition shall be certified to the Company by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse-midwife, or local board of health physician.

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1. The certification required by this Rule shall be in writing and shall include the name of the person to be certified, a statement that the person is a permanent resident of the premises in question, the name, business address, and telephone number of the certifying party, the nature of the condition, and a signed statement by the certifying party that disconnection of natural gas utility service will be especially dangerous to health.
2. Initial certification by the certifying party may be by telephone if written certification is forwarded to the Company within seven days.
3. In the event natural gas utility service has been disconnected within twenty-one days prior to certification of special danger to health for a qualifying resident, natural gas utility service shall be restored to that residence if proper certification is made in accordance with the foregoing provisions and the Customer agrees to an extended payment plan.
4. Certification shall prohibit disconnection of natural gas utility service for thirty days. Certification may be renewed two additional times (thirty days each) by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse-midwife, or local board of health physician by providing an additional certificate to the Company. The total certification period is not to exceed ninety days per household in any twelve-month period.
5. Upon renewal of certification, Company personnel shall personally contact the Customer and advise the Customer of the governmental assistance program that may be available. In the event that the best efforts of the Company fail to result in personal contact, the Company shall provide assistance information by mail.
6. If a medical certificate is used to avoid disconnection, the Customer shall enter into an extended payment plan prior to the end of the medical certification period or be subject to disconnection. The initial payment on the plan shall not be due until the end of the certification period.

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- (4) Upon request of the Customer, the Company shall provide an opportunity for review of the initial decision to disconnect the natural gas utility service. The Company shall review the circumstances surrounding the disconnection, escalate the review to an appropriate supervisor, if requested, and inform the Customer of the decision upon review as soon as possible. At the Customer's request, the Company shall respond in writing.
  - (5) The Company when contacted by the PUCO's Public Interest Center ("PIC") shall respond to an inquiry concerning a pending disconnection or actual disconnection within two business days. At the request of PUCO PIC Staff, the Company shall respond in writing. PUCO PIC Staff will notify the Customer of the Company's response.
  - (6) The Company shall include in its tariff its current standard practices and procedures for disconnection, including the applicable collection and reconnection charges. The disconnection notice used by the Company has been approved by PUCO. The disconnection notice has been prepared in accordance with 4901:1-18-05, Appendix C of the OAC.
- f. **Reconnection of Natural Gas Utility Service.** The Company shall reconnect natural gas utility service that has been disconnected for non-payment pursuant to the following provisions:
- (1) Upon payment or proof of payment, including any reconnection charge, of the amount owed for the natural gas utility service that was previously disconnected or of an amount sufficient to cure the default on any extended payment plan described in this Rule, including any reconnection charge, the Company shall reconnect natural gas utility service by the close of the following regular Company working day. The amount sufficient to cure the default includes all amounts that would have been due and owing under the terms of the applicable extended payment plan, absent default, on the date on which natural gas utility service is reconnected.
  - (2) If natural gas utility service is disconnected and the Customer wishes to guarantee the reconnection of natural gas utility service the same day on which payment is rendered:
    - (a) The Customer must provide proof of payment, and notify the Company no later than 12:30 p.m. local time that reconnection of natural gas utility service is requested the same day.
    - (b) The Company may require the Customer to pay or agree to pay the Company's approved tariff charges for reconnection of natural gas utility service if reconnection of service occurs after normal Company business

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hours. The Company may collect this fee prior to reconnection or with the Customer's next monthly billing.

- (3) The Company shall not assess a reconnection charge unless the Company has actually disconnected the service. The Company may, however, assess a collection charge if a collection charge is part of the Company's approved tariff.
- (4) If the Company requires a guarantor in order to reestablish natural gas utility service, the guarantor shall sign an acknowledgment that they are willing to accept the responsibility to secure payment of the Customer's bill in an amount sufficient for a sixty-day supply of service.

g. **Landlord-Tenant Provisions.** The Company may terminate natural gas utility service of individuals whose natural gas utility service is included in rental payments and of tenants residing in a multi-unit dwelling (i.e., tenants who receive master-metered natural gas utility service) for which the Customer is the landlord, only in accordance with the following:

- (1) The Company shall give a notice of disconnection of natural gas utility service to the landlord/agent at least fourteen days before the disconnection would occur. If, at the end of the fourteen-day notice period, the Customer has not paid or made payment arrangements for the bill to which the fourteen-day notice relates, the Company shall then make a good faith effort by mail, or otherwise, to provide a separate ten-day notice of pending disconnection to the landlord/agent, and to each unit of a multi-unit dwelling (i.e., each tenant who receives master-metered service). This ten-day notice shall be in addition to the fourteen-day notice given to the landlord/agent. This notice requirement shall be complied with throughout the year. In a multi-unit dwelling, written notice shall also be placed in a conspicuous place.
- (2) The Company shall also provide the following information in its ten-day notice:
  - (a) A summary of the remedies tenants may choose to prevent disconnection or to have natural gas utility service reconnected.
  - (b) A statement to inform tenants that a list of procedures and forms to prevent disconnection or to have service reconnected are available from the Company upon request. See Appendix B for a copy of the Tenant's Ten-Day Notice.
- (3) The Company shall inform any party inquiring about the notice, posted pursuant to this Rule, of the amount due for the current month's bill and that the disconnection of natural gas utility service may be prevented if the party(s) make a single payment to the Company in the amount of the current month's bill.

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- (4) The Company shall credit to the appropriate account any payment made by tenants equal to or exceeding the landlord's current bill for those premises. The Company is under no obligation to accept partial payment from individual tenants. The Company may choose to accept on a single payment from a representative acting on behalf of all the tenants.
- (5) The Company shall not disconnect service to a master-metered premises when all of the following actions take place:
- (a) A tenant delivers to the Company a copy of the written notice required by Division (A) of Section 5321.07 of the ORC, signed by fifty percent or more of the tenants of the occupied dwelling units, which notice shall designate the imminent disconnection of natural gas utility service (as shown by the disconnection notices received) as a reason for the notice.
  - (b) A tenant informs the Company in writing of the date of the last day on which rent may be paid before a penalty is assessed or the date on which default on the lease or rental agreement can be claimed.
  - (c) The tenants timely invoke the remedies provided in Divisions (B)(1) and (B)(2) of Section 5321.07 of the ORC, including but not limited to:
    - 1. Depositing all rent that is due and thereafter becomes due to the landlord, with the clerk of the municipal or county court having jurisdiction, and
    - 2. Applying to the court for an order to use the rent deposited to remedy the condition or conditions specified in the tenant's notice to the landlord (including but not necessarily limited to payment to the Company rendering the disconnection notice).
- (6) The notice that the Company delivers pursuant to Paragraph 21.g.(1) of this Rule shall provide to each tenant, upon request, the procedures to avoid disconnection or to have natural gas utility service reconnected, as described in Appendix C. The forms referenced in Appendix C will be made available by the Company and are also available on PUCO's website at [www.puc.state.oh.us/puco/forms/index.cfm](http://www.puc.state.oh.us/puco/forms/index.cfm) or by contacting the PUCO's PIC toll-free at 1-800-686-7826 or TDD/TTY toll-free at 1-800-686-1570. The Company shall also identify for the tenant any resources in the community where they can obtain assistance in pursuing their claim, including but not limited to:
- (a) The telephone number(s) of the local Legal Services Program (in cities of over one-hundred-thousand served by the Company);
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- (b) The toll-free number(s) of the Ohio State Legal Services Association;
  - (c) The toll-free number(s) of the Office of Consumers' Counsel;
  - (d) The telephone number(s) of the local Bar Association; and
  - (e) The telephone number(s) of the local tenant organization(s).
- (7) If a Company disconnects service to tenants whose natural gas utility service is included in rental payments or who reside in a master-metered premises, the Company, upon inquiry, shall inform the tenants that natural gas utility service will be reconnected upon payment of the amount due for the current month's bill plus any reconnection charge if the payment is made within fourteen days of disconnection. The Company shall continue service at the premises as long as the tenant's representative continues to pay for each month's service (based upon actual or estimated consumption) by the due date of the bill for that natural gas utility service. The Company shall also reconnect service for those tenants who, within fourteen days of the disconnection of service, invoke the provisions of Section 5321.07 of the ORC, as specified in paragraph 19.g.(6) of this Rule. If the tenants choose to have their natural gas utility service reconnected by paying the current month's bill, and payment is not made by the due date each month, the Company shall post the notice in a conspicuous location on the premises and make a good faith effort by mail or otherwise to notify each household unit of a multi-unit dwelling or tenant receiving service in the master-metered premises of the impending service disconnection. The Company is not required to reconnect natural gas utility service pursuant to this Rule where the landlord resides on the premises.
- (8) The Company shall only provide natural gas utility service to a master-metered premise if the Customer is the landlord/owner of the premises. Company acceptance of new applications for natural gas utility service to master-metered premises requires the landlord/owner to provide to the Company an accurate list specifying the individual mailing address of each unit served at the master-metered premises.
- (9) The Company will not charge the landlord/owner or the tenants of a master-metered premise for the costs related to the Company providing notice to tenants as required by paragraph 21.g.(1) of this rule.
- (10) The Company has the burden of collecting any amounts in arrears.

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- (11) If a Customer, who is a property owner or the agent of a property owner, requests disconnection of natural gas utility service when residential tenants reside at the premises, the Company shall perform both of the following actions:
  - (a) Provide at least a ten-day notice prior to the disconnection of service by mail to the residential tenants or by posting the notice in conspicuous places on the premises, and
  - (b) Inform such Customer of the Customer's liability for all natural gas utility service consumed during the ten-day notice period.
- (12) Notwithstanding any notice requirement of the Company under Paragraph 21.g.(11) of this Rule and Paragraph 21.e.(1)(c)4., a company will not be found to have violated these rules if:
  - (a) The Company uses reasonable efforts to determine the status of the Customer/tenant as either a property owner, the agent of a property owner, or a tenant; or
  - (b) The Customer/tenant misrepresents the status of the Customer/tenant as either a property owner, or the agent of a property owner, or tenant.
- h. **Waiver Requests.** PUCO may waive any Rule or any part of these Rules for good cause upon its own motion or upon the application by the Company. The Application for a waiver shall include the specific rule(s) requested to be waived. If the request is to waive only a part or parts of a Rule, then the application should identify the appropriate paragraphs, sections, or subsections to be waived. The waiver request shall provide sufficient explanation by Rule, including possible advantages and possible disadvantages, to allow PUCO to thoroughly evaluate the waiver request.
- i. **Residential Customer's Bills.**
  - (1) This Rule applies to natural gas bills that do not include any retail gas supplier charges.
  - (2) Bills issued by or for the Company shall be accurate and rendered at regular intervals, and shall contain clear and understandable form and language. Each bill shall display the following information:
    - (a) The customer's name, billing address, service address, and account number;
    - (b) The Company's name and its payment address;

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- (c) The Company's twenty-four hour local telephone number for reporting service emergencies;
- (d) A statement that Customers with bill questions or complaints should call or write the Company first. The bill shall list the Company's local telephone number and the address where a question or complaint may be sent;
- (e) The following message will appear on your monthly billing;
  - 1. If your questions are not resolved after you have called the Company, you may call the PUCO Staff toll-free at 1-800-686-7826, or for TDD/TTY toll-free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).
  - 2. If you are a residential Customer, you may also call the Ohio Consumers' Counsel (OCC), toll-free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays or visit the OCC website at [www.pickocc.org](http://www.pickocc.org).
- (f) The Rate Schedule used to bill the Customer;
- (g) The dates of the billing period covered by the bill;
- (h) The billing determinants;
  - 1. Beginning meter reading(s).
  - 2. Ending meter reading(s).
  - 3. Readings applicable to meter changes.
  - 4. Multiplier(s).
  - 5. Consumption for billing period.
  - 6. Daily demand basis, if applicable.
- (i) The gas cost recovery rate expressed in dollars and cents per ccf;
- (j) The total charge attributable to the gas cost recovery rates expressed in dollars and cents;

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- (k) The identification of estimated bills;
- (l) The due date for payment;
- (m) The total charges for current billing period;
- (n) Any late payment charges and gross amount due;
- (o) Any unpaid amounts due from previous bills, customer credits, and total amounts due and payable;
- (p) The current balance of the account, if the residential customer is billed according to a Budget (Level) Payment Plan;
- (q) If applicable, itemized non-tariff items will be identified and listed separately on the bill;
- (r) Any nonrecurring charge(s);
- (s) Any payment(s) or credit(s) applied to the account during the current billing period;
- (t) If applicable, the Percentage of Income Payment Program ("PIPP") billing information:
  - 1. Current PIPP payment.
  - 2. PIPP payments defaulted (i.e., past due).
  - 3. Total PIPP amount due.
  - 4. Total account arrearage.
- (u) An explanation of codes and abbreviations used;
- (v) The customer's historical consumption during each of the preceding twelve months, with a total and average consumption for such twelve-month period;
- (w) A statement, either appearing directly on the bill, or in a bill insert, or as a separate mailing, of any payment arrangement agreed upon by the Customer and the Company; and
- (x) Other information required by Ohio law or PUCO Rule or Order.

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- (3) The Company shall file any proposed new bill format with PUCO for approval prior to implementation. If PUCO does not act upon an application for approval of the proposed new bill format within forty-five days, the proposed new bill format shall be approved as submitted.
- (4) The Company shall maintain an appropriate listing of its customer service number(s) in the directory of each certified local telephone service provider operating in the natural gas company's service area.
- (5) The Company shall, upon request, provide Customers with the name and street address or location of all authorized payment centers and alternative methods available for payment of Customer's bills. Customers shall not be charged more than two-times the cost of a first-class postage stamp for processing their payments by cash, check or money order at an authorized agent location.
- (6) When a customer pays a bill at the Company's business office or to an authorized agent of the Company, the payment, including any partial payment, shall be immediately credited to the Customer's account where feasible, and in any event be credited to the Customer's account as of the date received at the Company's Business Office or by the agent. The Company shall not disconnect natural gas utility service to a Customer who pays to the Company or an authorized agent of the Company the total amount due (or an amount agreed upon between the Company and the Customer to prevent disconnection) on the account by the close of business on the disconnection date listed on the disconnection notice. Payment received by an authorized agent of the Company shall constitute receipt of payment by the Company.
- (7) The Company shall establish a written policy for its personnel at its business offices and for its authorized agents to handle billing disputes, requests for payment arrangements, and reporting payments to prevent disconnection of natural gas utility service. If these matters cannot be handled by an agent authorized to accept payments, the agent shall provide Customers with the Company's local telephone number.
- (8) If the Company opts to issue monthly bills online they shall comply with each of the following requirements:
  - (a) The Customer shall not be required to use online billing;
  - (b) The Customer shall not be required to pay an enrollment fee or usage fees to receive monthly bills or customer information online;

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- (c) The online monthly bills shall include all requirements listed in Paragraph 21.i.(2) of this Rule;
- (d) The Company shall maintain a secure and encrypted website that can be accessed only by the Customer-of-record after completing a secure registration process;
- (e) Any fees to accept online payments shall be clearly disclosed in payment window(s);
- (f) Any payment made online shall be treated as a payment made at the Company business office, and shall be posted to the Customer's account in accordance with Paragraph 21.i.(6) of this Rule. The time needed to post the payment to the account shall be clearly stated; and
- (g) The Customer who chooses to use online billing shall not be restricted to making payments online in the future. All payment methods shall continue to be available to the Customer.

j. **Insufficient Reasons for Refusing or Disconnecting Natural Gas Utility Service.** The Company shall not refuse natural gas utility service to, or disconnect natural gas utility service to, any Applicant/Customer for any of the following reasons:

- (1) Failure to pay for natural gas utility service furnished to a former Customer unless the former Customer and the new Applicant for natural gas utility service continue to be members of the same household;
- (2) Failure to pay for a non-residential account;
- (3) Failure to pay an amount which is in bona fide dispute. Where the Customer has registered a complaint with PUCO PIC, or filed a formal complaint with PUCO that reasonably asserts a bona fide dispute, the Company shall not disconnect natural gas utility service if the Customer pays either the undisputed portion of the bill, if known or can reasonably be determined, or the amount billed for the same billing period in the previous year; or
- (4) Failure to pay any non-regulated service charges.

k. **Restrictive Language Prohibition.**

- (1) Except as provided in rules 4901:5-37 and 4901:5-25-06 of the OAC or other PUCO-approved curtailment provisions, the Company shall not deny natural gas utility service to a prospective Customer or discontinue natural gas utility service to a

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	(2)	PUCO Entry of 7-06-89 – Case No. 89-500-AU-TRF
	(3)	PUCO Opinion & Order of 8-30-89 – Case No. 89-329-GA-PIP
	(4)	PUCO Entry of 9-29-95 – Case No. 95-791-GA-PIP
	(5)	PUCO Entry of 8-31-05 - Case No. 05-677-GA-ATA

present Customer because the Company would be, or is, providing only auxiliary, stand-by or emergency service as an alternative energy source.

- (2) Upon application to and approval by PUCO, the Company may file a separate applicable tariff containing rules which reflect the costs incurred by the Company to provide such natural gas utility service.

22. **LATE PAYMENT CHARGE:**

A Late Payment Charge, as shown on the applicable rate sheet will be applied to all accounts not paid on or before the due date as printed on the monthly natural gas billing. Customers enrolled in the Company's Budget (Level) Payment Plan will have a Late Payment Charge applied to their monthly payment, if not paid on or before the due date printed on the monthly natural gas billing.

23. **RECONNECTION CHARGE:**

To cover the cost of discontinuance and reestablishment of service for the same Customer at the same service address, a Reconnection Charge will be made in the amount as shown on the applicable rate sheet. The Reconnection Charge shall be paid in full prior to the restoration of natural gas utility service. If the disconnection period exceeds one year, the Company may waive the Reconnection Charge, provided the disconnection was not for a violation of the Company's General Rules and Regulations Applicable to Gas Service in Ohio.

24. **COLLECTION CHARGE:**

A collection charge, in the amount shown on the applicable rate sheet, may be made when it becomes necessary to send an employee or other authorized agent to a Customer's premises to collect a past due account. If the employee or other authorized agent is unable to make physical contact with the Customer, the hanging of a door card requesting the Customer to contact the applicable District Office shall constitute a basis for charging the Customer a Collection Charge. Customers enrolled in the Company's Budget (Level) Payment Plan will not be exempted from a Collection Charge for a collection trip to the Customer's premises for the purpose of collecting a past due monthly Budget Payment Amount.

25. **RETURNED CHECK CHARGE:**

A returned check charge, in the amount shown on the applicable rate sheet, will be made on all checks received as payment of gas bills or authorized direct debits processed through the Automated Clearing House ("ACH") which are not honored by the Customer's bank. Additionally, any charges

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	(5)	PUCO Entry of 8-31-05 – Case No. 05-677-GA-ATA

assessed by the Company's bank or the ACH processing system due to the returned check will be added to the Customer's account, and will be in addition to the Company's Returned Check Charge.

26. **THEFT OR UNAUTHORIZED USE OF GAS:**

When theft or unauthorized use of gas (actual or attempted) is discovered, the party at fault will be charged a fee of One Hundred Dollars (\$100.00). Further, the party at fault shall be charged for the estimated cost of natural gas, determined by the Company, to have been used. Also, the party at fault shall pay any costs incurred by the Company to repair damaged or altered Company equipment due to the party at fault's theft or unauthorized use.

27. **BUDGET (LEVEL) PAYMENT PLAN:**

The Company offers the Budget (Level) Payment Plan ("Plan") described below to eligible Customers.

- a. **Plan Availability.** An eligible Customer may enroll in the Plan, at any time, without a down payment or additional deposit (a security deposit is unrelated to the Plan and will NOT be eliminated by enrollment in the Plan), by contacting the Company's business office in their service area. The Company's business office will provide an enrollment form showing the initial Monthly Payment, requesting its execution and return to the District Office. The Customer will be enrolled in the Plan the next Billing Cycle after the Company's receipt of the completed enrollment form. It is not necessary for the Customer to visit the Company's business office to apply for the Plan.
- b. **Eligible Customer.** An eligible Customer is defined to include currently paid accounts that are classified as residential; small commercial (meter size less than 800 scfh), including small farming operations (except for grain drying); public authority, including school corporations; and not-for-profit institutions, including churches.
- c. **Monthly Payment.** The Monthly Payment, under the Plan, will be determined as follows:
  - (1) **For existing accounts with a twelve-month usage history.** The Monthly Payment will be determined by weather normalizing the past twelve months' usage for the account, and pricing this adjusted usage level on the estimated rates believed to be in effect during the succeeding twelve months.
  - (2) **For new accounts or where there is not an existing twelve-month usage history.** The Monthly Payment will be determined by establishing a weather normalization usage level for a twelve-month period, and pricing this usage level on the estimated

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OHIO VALLEY GAS CORPORATION  
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rates believed to be in effect during the succeeding twelve months, utilizing connected load and other load characteristics to determine the estimated annual usage level to weather normalize.

- d. **Annual Review of Monthly Payment.** Upon completion of the June Billing Cycle, which occurs at the end of the month, the Monthly Payment will reviewed and adjusted, as needed, to reflect the proper Monthly Payment for the succeeding twelve months (July through June). The newly calculated Monthly Payment will become effective with the July Billing Cycle. If the review determines that no change is necessary, then the existing Monthly Payment will be used for the succeeding twelve months (July through June).
- e. **Annual "True-Up".** Upon completion of the June Billing Cycle, an analysis will be made of the Plan account balance with the assumption that the June Billing Cycle Monthly Payment will be paid.
  - (1) **If the Plan account balance is a debit (the Customer owes the Company money).** The balance will be spread over the succeeding twelve months and will be reflected in the revised Monthly Payment.
  - (2) **If the account balance is a credit (the Company owes the Customer money).** If the balance is equal to or less than the revised Monthly Payment, the balance will be deducted from the revised Monthly Payment for the July Billing Cycle. Any balance greater than the revised Monthly Payment will be refunded in July prior to the receipt of the July Billing Cycle billing.
- f. **Customer Notices.** The Customer is notified, by mail, prior to the July Billing Cycle, advising of the revised Monthly Payment for the succeeding twelve months. In addition, Customer is advised as to how balance was applied to their account or refunded.
- g. **Failure to Make Monthly Payment Prior to Due Date.** If the Customer fails to make their Monthly Payment on or before the due date, as printed on the natural gas bill, the Customer can be removed from the Plan after the second late payment within a twelve-month period. Any debit balance will be immediately due and payable in full. Any credit balance will be credited to the Customer's account and will be applied against their future natural gas bills. Any payment made after the due date is subject to a Late Payment Charge.
- h. **Questions.** The Customer should contact the Company's business office at the telephone number shown on the monthly natural gas bill for answers to the Customer's questions about the Plan.

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	(5)	PUCO Entry of 8-31-05 – Case No. 05-677-GA-ATA

Issued Date: September 8, 2005 Issued by David J. Beynon, President Effective Date: August 31, 2005

28. **RESTRICTIONS, LIMITATIONS, CURTAILMENTS AND PRIORITIES OF NATURAL GAS UTILITY SERVICE:**

When sufficient volumes of gas are not available to the Company to meet all existing and reasonably anticipated demands, the Company shall have the right to restrict, limit, or curtail gas service within any of its systems so affected, regardless of the class of service, and in accordance with any of the provisions of this Rule.

a. **Definitions.** For the purpose of this rule, certain terms shall have the following meanings:

- (1) **Interruptible Customers.** Interruptible Customers shall mean Customers purchasing gas on an interruptible service basis under any applicable tariff schedule or schedules of the Company.
- (2) **Firm Customers.** Firm Customers shall mean Customers purchasing gas on a firm service basis under any applicable tariff schedule or schedules of the Company.
- (3) **Residential and Small Volume Commercial Customers.** Residential and Small Volume Commercial Customers shall mean Firm Customers purchasing gas to provide service for one or more residential units or for one or more commercial units where the volume of gas required for each residential unit or for each commercial unit does not exceed 15,000 Therms in three of the twelve billing months each calendar year. Customers who sell services or commodities to the general public are considered commercial accounts. Commercial accounts would also include churches, public and private groups and organizations, as well as not-for-profit groups and organizations.
- (4) **Large Volume Firm Customer.** A Large Volume Firm Customer shall mean any Firm Customer whose usage exceeds 15,000 Therms in three or more of the twelve billing months each calendar year.
- (5) **Large Volume Interruptible Customer.** A Large Volume Interruptible Customer shall mean any Interruptible Customer whose usage exceeds 15,000 Therms in three or more of the twelve billing months each calendar year.
- (6) **Industrial Customer.** An Industrial Customer shall mean any Customer whose primary use of gas is product processing, feed stock, or for plant protection. Industrial Customers shall also include any production entity that does not sell its products directly to the general public.

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	(5)	PUCO Entry of 8-31-05 – Case No. 05-677-GA-ATA

b. **Restrictions on Natural Gas Utility Service.**

- (1) **New and Additional Natural Gas Utility Service.** The Company shall have the right to refuse to provide natural gas utility service to new applicants for service and shall have the right to refuse to provide additional volumes of gas to existing Customers.

c. **Normal Monthly Consumption of Large Volume Firm Customers and all Industrial Customers.** The Company shall have the right to establish a normal Monthly Consumption for Large Volume Firm Customers and all Industrial Customers, in accordance with the following provisions:

- (1) **Normal Monthly Consumption.** The Normal Monthly Consumption of each Large Volume Firm Customer and all Industrial Customers shall be the volumes of gas purchased by such Large Volume Firm Customer or Industrial Customer during each billing month of the Base Period specified by the Company;
- (2) **Base Period.** The Base Period shall be the twelve consecutive billing months as specified by the Company; and
- (3) **Notice to Large Volume Firm Customers and all Industrial Customers.** As soon as practicable after the provisions of this paragraph shall be invoked by the Company, the Company shall give written notice to each Large Volume Firm Customer and each Industrial Customer of its Normal Monthly Consumption as determined under provision c.(1).

d. **Interruptions, Limitations, and Curtailments of Natural Gas Utility Service.** The Company shall have the right to interrupt, limit, or curtail service to its Customers in the following order:

- (1) **Interruptible Customers.** Interruptible Customers shall be interrupted in accordance with the provisions of the applicable rate schedule.
- (2) **Large Volume Firm Customers and all Industrial Customers.** Deliveries to Large Volume Firm Customers and all Industrial Customers in any billing month shall be:
- (a) Limited to their Normal Monthly Consumption.
- (b) Curtailed prorata as specified by the Company.

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(5) PUCO Entry of 8-31-05 - Case No. 05-677-GA-ATA

(3) Commercial Customers.

(4) Residential Customers.

e. Penalty for Unauthorized Gas Use.

- (1) If a Customer who is operating under a curtailment procedure takes volumes of gas in excess of 102% of the volume specified during any annual, seasonal, monthly or daily period, then this Customer shall pay the Company a penalty, in addition to all other charges and penalties payable under the rate schedules. This overrun penalty shall be Three Dollars (\$3.00) per Therm for all gas taken in excess of the specified volume.
- (2) The Company shall have the right, without obligation, to waive the penalty for any unauthorized overrun if the Company's other Customers or its pipeline operations were not adversely affected by the unauthorized overrun. However, any Customer having an unauthorized overrun shall have its next allocation reduced by the amount of the unauthorized overrun.

f. Applicability. The terms and provisions of this Rule shall be applicable notwithstanding any provisions contained in the tariff of the Company, or in any contract or agreement between the Company and any Customer.

29. FORCE MAJEURE:

- a. Neither the Company nor the Customer shall be liable for any damages to the other for any act, omission, or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe; temporary failure of gas supply, the binding order of any court or governmental authority, and any other cause, whether of the kind herein enumerated, or otherwise, not within the control of the one claiming suspension and which by the exercise of due diligence it is unable to prevent or overcome.
- b. Such causes or contingencies affecting performance shall not relieve either Company or Customer of liability in the event of its concurring negligence or in the event of failure of either to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such cause or contingencies relieve either from its obligations to make payment or amounts then due hereunder.

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	(3)	PUCO Opinion & Order of 8-30-89 – Case No. 89-329-GA-PIP
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	(5)	PUCO Entry of 8-31-05 - Case No. 05-677-GA-ATA

30. **ASSIGNMENT:**

The benefits and obligations of any Service Agreement shall begin when the Company commences to supply natural gas utility service and shall inure to and be binding upon the heirs, successors, assigns, and executors or administrators of either the Company or the Customer.

31. **AGENTS CANNOT MODIFY AGREEMENT:**

No agent has the power to amend, modify, alter, or waive any of the terms and conditions of any contract or agreement between the Company and any Customer or to bind the Company by making any promise or representation not contained therein.

33. **GENERAL RULES AND REGULATIONS APPLICABLE TO GAS SERVICE IN OHIO MAY BE AMENDED:**

The Company reserves the right to modify, alter, or amend these General Rules and Regulations Applicable to Gas Service in Ohio or to file other additional General Rules and Regulations Applicable to Gas Service in Ohio, as experience and conditions may suggest or as the Company deems necessary in the conduct of its business, all subject to approval of PUCO.

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	(3)	PUCO Opinion & Order of 8-30-89 – Case No. 89-329-GA-PIP
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**APPENDIX A TO OHIO VALLEY GAS CORPORATION**  
**GENERAL RULES AND REGULATIONS APPLICABLE TO GAS SERVICE IN OHIO**

**Guarantor Agreement**

I, \_\_\_\_\_ (NAME OF GUARANTOR), agree to be the guarantor for the natural gas utility service provided by the Ohio Valley Gas Corporation for \_\_\_\_\_ (CUSTOMER'S NAME) at the service address of \_\_\_\_\_ (LOCATION).

As the guarantor for \_\_\_\_\_ (CUSTOMER'S NAME), I agree to be obligated for charges for the natural gas utility service provided to the guaranteed customer through the date of termination of the guaranty.

I understand that the Ohio Valley Gas Corporation will send a notice to me when the customer requests to transfer natural gas utility service to a new location.

I understand that the Ohio Valley Gas Corporation will also send to me all disconnection notifications sent to \_\_\_\_\_ (NAME OF CUSTOMER), unless I affirmatively waive the right.

If \_\_\_\_\_ (CUSTOMER'S NAME) defaults on the account, I will be held legally responsible for, and agree to pay, the defaulted amount. As guarantor, I understand that the defaulted amount may be transferred to my account and that my natural gas utility service may be subject to disconnection, if the transferred amount remains unpaid for thirty days. I understand that this amount will not be more than the amount of the bill for sixty days of service.

I understand that I may terminate this guarantor agreement upon thirty days' written notice to the Ohio Valley Gas Corporation. I also understand that, if I terminate this guarantor agreement, \_\_\_\_\_ (CUSTOMER'S NAME) may be required to reestablish creditworthiness.

I understand that the Ohio Valley Gas Corporation shall annually review the account history of each customer who has provided a guarantor. Once \_\_\_\_\_ (CUSTOMER'S NAME) satisfies the requirements for the release of a guarantor, as stated in Rule 4901:1-17-06 of the OAC, the Ohio Valley Gas Corporation shall, within thirty days, notify me in writing that I am released from all further responsibility for the account.

I agree to be a guarantor for \_\_\_\_\_ (CUSTOMER'S NAME).

\_\_\_\_\_  
(SIGNATURE OF GUARANTOR)

I hereby waive the right to receive all disconnection notices regarding \_\_\_\_\_ (CUSTOMER'S NAME) guaranteed service.

\_\_\_\_\_  
(SIGNATURE OF GUARANTOR)

Filed Pursuant to:

- (1) PUCO Finding and Order of 11-24-87 – Case No. 87-740-GA-COI
- (2) PUCO Entry of 7-06-89 – Case No. 89-500-AU-TRF
- (3) PUCO Opinion & Order of 8-30-89 – Case No. 89-329-GA-PIP
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- (5) PUCO Entry of 8-31-05 – Case No. 05-677-GA-ATA

Issued Date: September 8, 2005 Issued by David J. Beynon, President Effective Date: August 31, 2005

**APPENDIX B TO OHIO VALLEY GAS CORPORATION**  
**GENERAL RULES AND REGULATIONS APPLICABLE TO GAS SERVICE IN OHIO**

OHIO VALLEY GAS CORPORATION  
317 North Columbia Street  
P. O. Box 404  
Union City, IN 47390-0404  
Telephone No. 765-964-3101  
Facsimile No. 765-964-3102

Date: \_\_\_\_\_

**TEN-DAY SERVICE DISCONNECTION NOTICE TO TENANTS**  
**YOU MAY LOSE YOUR NATURAL GAS SERVICE!**

Your landlord \_\_\_\_\_ (NAME OF LANDLORD/AGENT), \_\_\_\_\_ (ADDRESS),  
\_\_\_\_\_, (CITY, STATE, & ZIP CODE), has not paid the natural gas bill for your building(s) and now owes the  
OHIO VALLEY GAS CORPORATION \$ \_\_\_\_\_. As a result, your natural gas utility service will be disconnected on  
\_\_\_\_\_. (INSERT DATE OF DISCONNECTION).

If you want to keep your natural gas utility service, you must within 10 business days from the date of this notice or within 14 calendar days after disconnection, do one of the following:

- A. Act as a representative or have another tenant act as a representative and collect from the tenants the amount of the landlord's current bill. Contact the OHIO VALLEY GAS CORPORATION to find out the amount of the current bill. In order to keep natural gas utility service, you must continue to pay the current bill as long as the landlord remains in default. **Please note:** If you choose this option, you must continue to pay your rent to your landlord; or
- B. Notify your landlord that you intend to pay your rent to the court (escrow your rent). Your rent must be current and you must continue to pay your rent to the landlord as usual until the court accepts your rent in escrow. If you follow the list of procedures and file the forms (provided by the OHIO VALLEY GAS CORPORATION), the Company must continue natural gas utility service for at least 30 days. **Please note:** This option is not available if your landlord gave you written notice when you moved in that he/she owns fewer than four dwelling units.

**IMPORTANT!** UPON REQUEST, THE OHIO VALLEY GAS CORPORATION WILL PROVIDE A LIST OF PROCEDURES AND FORMS FOR YOU TO USE.

**IMPORTANT!** IF YOU WANT TO ORDER THE FORMS, OR YOU HAVE ANY QUESTIONS, PLEASE CALL THE OHIO VALLEY GAS CORPORATION AT 1-765-964-3101 DURING NORMAL BUSINESS HOURS.

You may also wish to contact your attorney, local tenant organization at 937-548-5380, local bar association grievance at 937-547-1344, Ohio State Legal Services Association toll-free at 1-800-282-3596, Office of Consumers' Counsel toll-free at 1-800-282-9448, or PUCO toll-free at 1-800-282-0198. For residents of Union City, Ohio, and surrounding areas of western Darke County, Ohio, you may want to contact the local legal services program at 1-937-548-1344.

Filed Pursuant to:

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- (2) PUCO Entry of 7-06-89 – Case No. 89-500-AU-TRF
- (3) PUCO Opinion & Order of 8-30-89 – Case No. 89-329-GA-PIP
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- (5) PUCO Entry of 8-31-05 – Case No. 05-677-GA-ATA

Issued Date: September 8, 2005 Issued by David J. Beynon, President Effective Date: August 31, 2005

**APPENDIX C TO OHIO VALLEY GAS CORPORATION**  
**GENERAL RULES AND REGULATIONS APPLICABLE TO GAS SERVICE IN OHIO**

OHIO VALLEY GAS CORPORATION  
317 North Columbia Street  
P. O. Box 404  
Union City, IN 47390-0404  
Telephone No. 765-964-3101  
Facsimile No. 765-964-3102

**NOTICE OF YOUR RIGHTS TO AVOID DISCONNECTION OF NATURAL  
GAS UTILITY SERVICE AND WHAT YOU MAY DO TO HAVE YOUR NATURAL GAS  
UTILITY SERVICE RECONNECTED IF DISCONNECTION HAS ALREADY TAKEN PLACE**

Because your landlord failed to pay the bill, your natural gas utility service provided by the Ohio Valley Gas Corporation will be disconnected shortly or has already been disconnected. If you want to retain or reconnect service, you must within 10 business days of notice, or within 14 calendar days after disconnection, do one of the following:

- A. Act as a representative or have another tenant act as a representative and collect from the tenants the amount of the landlord's current bill. Contact Ohio Valley Gas Corporation to find out the amount of the current bill. In order to keep service, you must continue to pay the current bill as long as the landlord remains in default; or
- B. Notify your landlord that you intend to pay your rent to the court (escrow your rent). Your rent must be current and you must continue to pay your rent to the landlord as usual until the court accepts your rent in escrow. If Steps 1, 2, and 3 (on page 2) are properly completed, the Ohio Valley Gas Corporation must provide service for at least 30 days. **Please note:** This option is not available if your landlord gave you written notice when you moved in that they own fewer than four dwelling units.

**LOOK AT THE ATTACHED FORMS:**

Form A is a notice to your landlord that they must pay the natural gas utility service bill or you will apply to the court to escrow your rent. Form A is also used to notify Ohio Valley Gas Corporation that you plan to escrow your rent.

Form B is your Application to the court to escrow your rent. In some counties, the court must approve this application before you may place your rent in escrow. You may want to contact your local clerk of courts.

Form C is your Application to the court to order payment of the landlord's natural gas utility service bill.

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	(3)	PUCO Opinion & Order of 8-30-89 – Case No. 89-329-GA-PIP
	(4)	PUCO Entry of 9-29-95 – Case No. 95-791-GA-PIP
	(5)	PUCO Entry of 8-31-05 – Case No. 05-677-GA-ATA



**OHIO VALLEY GAS CORPORATION  
PUCO GAS SERVICE TARIFF - ORIGINAL VOLUME 7**

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THE ATTACHED FORMS ARE NOT A COMPLETE LIST OF YOUR LEGAL RIGHTS AND ARE NOT INTENDED TO BE SO. THEY ARE REQUIRED BY PUCO AND HAVE BEEN PROVIDED FOR YOUR CONVENIENCE. FOR FURTHER INFORMATION OR ASSISTANCE, YOU MAY WISH TO CONTACT YOUR OWN ATTORNEY, LOCAL TENANT ORGANIZATION AT 937-548-5380, LOCAL BAR ASSOCIATION GRIEVANCE AT 937-547-1334, OHIO STATE LEGAL SERVICES ASSOCIATION AT TOLL-FREE 1-800-282-3596, OFFICE OF CONSUMERS' COUNSEL AT TOLL-FREE 1-800-282-9448, OR PUCO AT TOLL-FREE 1-800-282-0198. FOR RESIDENTS OF UNION CITY, OHIO, YOU MAY WANT TO CONTACT YOUR LOCAL LEGAL SERVICES PROGRAM.

Should you choose to begin the escrow procedure, you must do all of the following:

Step 1

Complete Form A. Have tenants from at least 50% of the occupied apartments sign it;

Step 2

Keep a copy of Form A. Have a witness with you when you give it to the landlord or send it "Certified Mail-Return Receipt Requested" to the place you usually pay your rent;

Step 3

Take a copy of Form A to the Ohio Valley Gas Corporation at 317 North Columbia Street, Union City, Indiana, or mail to the Company at P. O. Box 404, Union City, IN 47390-0404 as soon as possible;

Step 4

Continue to pay your rent to the landlord as usual until 30 days after you send Form A to the landlord. After that, but no later than the next date the rent is due, each tenant who signed Form A will have to file Forms B and C with the local court. If this is not done, natural gas utility service may be disconnected. If there is/are a fee(s) to file Forms B and C and you cannot afford the fee(s), ask the clerk of courts how to file a request that the fee(s) not be charged; and

Step 5 Remember to keep copies of all forms for your records. For additional forms, contact the Ohio Valley Gas Corporation at 1-765-964-3101 during normal business hours, or PUCO at Toll-Free 1-800-282-0198.

**NOTE: TAKE THE COMPLETED FORMS TO THE LOCAL CLERK OF COURTS. ASK THE CLERK IF EACH FORM IS REQUIRED. IF NOT, ASK THE CLERK TO GIVE YOU THE RIGHT FORMS.**

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Issued Date: September 8, 2005 Issued by David J. Beynon, President Effective Date: August 31, 2005

**APPENDIX D TO OHIO VALLEY GAS CORPORATION**  
**GENERAL RULES AND REGULATIONS APPLICABLE TO GAS SERVICE IN OHIO**

**FORM A**

**NOTICE OF LANDLORD'S BREACH OF OBLIGATION**

To: \_\_\_\_\_ (LANDLORD), \_\_\_\_\_ (LANDLORD ADDRESS),  
\_\_\_\_\_ (CITY, STATE, & ZIP CODE). Copy to: Ohio Valley Gas Corporation, 317 North  
Columbia Street, P. O. Box 404, Union City, IN 47390-0404

THIS NOTICE IS TO INFORM YOU THAT AS THE OWNER/AGENT OF THE DWELLING LOCATED  
AT THE ADDRESS(S) LISTED BELOW YOU HAVE BREACHED YOUR OBLIGATIONS UNDER  
SECTION 5321.04 OF THE ORC AND/OR THE RENTAL AGREEMENT.

THE FOLLOWING CONDITIONS MUST BE CORRECTED:

1. THE NATURAL GAS BILL HAS NOT BEEN PAID AND THE OHIO VALLEY GAS  
CORPORATION HAS SENT NOTICE OF DISCONNECTING NATURAL GAS SERVICE.
2. \_\_\_\_\_
3. \_\_\_\_\_

IF THE NECESSARY STEPS ARE NOT TAKEN TO CORRECT THE ABOVE CONDITIONS IN A  
REASONABLE TIME, AS REQUIRED BY LAW, WE, THE TENANT(S) AT THE ADDRESS(S)  
BELOW, WILL FILE AN APPLICATION WITH THE COURT TO DEPOSIT RENT WITH THE CLERK  
OF COURTS UNTIL THE CONDITIONS ARE CORRECTED AND TAKE SUCH OTHER ACTION AS  
PERMITTED BY SECTION 5321.07 OF THE ORC.

THE TOTAL NUMBER OF APARTMENTS OCCUPIED IN THE BUILDINGS IS \_\_\_\_\_. WE, THE  
TENANTS, HAVE OBTAINED SIGNATURES FROM AT LEAST ONE-HALF OF THE OCCUPIED  
APARTMENTS IN OUR BUILDING(S).

(FORM CONTINUED ON REVERSE SIDE)

Filed Pursuant to:	(1)	PUCO Finding and Order of 11-24-87 – Case No. 87-740-GA-COI
	(2)	PUCO Entry of 7-06-89 – Case No. 89-500-AU-TRF
	(3)	PUCO Opinion & Order of 8-30-89 – Case No. 89-329-GA-PIP
	(4)	PUCO Entry of 9-29-95 – Case No. 95-791-GA-PIP
	(5)	PUCO Entry of 8-31-05 – Case No. 05-677-GA-ATA

Issued Date: September 8, 2005 Issued by David J. Beynon, President Effective Date: August 31, 2005

**Gen. Rules & Regs.  
First Revised  
Sheet No. 0-50**

(DATE MAILED TO OR DELIVERED TO LANDLORD)

(DATE MAILED OR DELIVERED TO OHIO VALLEY GAS CORPORATION)

Issued Date: September 8, 2005 Issued by David J. Beynon, President Effective Date: August 31, 2005

**APPENDIX E TO OHIO VALLEY GAS CORPORATION**  
**GENERAL RULES AND REGULATIONS APPLICABLE TO GAS SERVICE IN OHIO**

**FORM B**

IN THE \_\_\_\_\_ COURT \_\_\_\_\_

DARKE COUNTY, OHIO

IN RE: \_\_\_\_\_ )  
(YOUR NAME) )

) APP. No. \_\_\_\_\_

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(CITY, STATE & ZIP CODE)

VS.

\_\_\_\_\_  
(LANDLORD'S NAME)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY, STATE & ZIP CODE)

) APPLICATION FOR ESCROW OF RENT

Applicant hereby petitions the court for the right to place their rent in escrow with the court because of the following violation(s) by the landlord: (ORC 5321-07)

1. Failure to pay natural gas bill
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Tenants in one-half of the occupied apartments, including myself, have given notice informing the landlord of his or her breach of obligation, pursuant to Rule 4901:1-18-07(D(1) of the OAC and Section 5321.07 of the ORC.

(FORM CONTINUED ON REVERSE SIDE)

Filed Pursuant to:

- (1) PUCO Finding and Order of 11-24-87 - Case No. 87-740-GA-COI
- (2) PUCO Entry of 7-06-89 - Case No. 89-500-AU-TRF
- (3) PUCO Opinion & Order of 8-30-89 - Case No. 89-329-GA-PIP
- (4) PUCO Entry of 9-29-95 - Case No. 95-791-GA-PIP
- (5) PUCO Entry of 8-31-05 - Case No. 05-677-GA-ATA

Issued Date: September 8, 2005 Issued by David J. Beynon, President Effective Date: August 31, 2005

**OHIO VALLEY GAS CORPORATION  
PUCO GAS SERVICE TARIFF - ORIGINAL VOLUME 7**

**Gen. Rules & Regs.  
First Revised  
Sheet No. 0-52**

DO NOT WRITE BELOW THIS LINE.

**NOTICE TO LANDLORD OR AGENT**

The above applicant has applied to have their rent deposited with the \_\_\_\_\_ Court pursuant to Section 5321.07 of the ORC.

On \_\_\_\_\_ at \_\_\_\_\_, Room \_\_\_\_\_  
(DATE) (TIME) (ROOM NUMBER)

\_\_\_\_\_, (LOCATION OF HEARING) a hearing shall be held to determine whether the court shall permit deposit of the tenant's rent. You may appear at that time and present objections. If you do not appear, the rent shall be accepted.

\_\_\_\_\_  
(NAME OF CLERK)

\_\_\_\_\_ Court

\_\_\_\_\_  
(NAME OF COUNTY)

By: \_\_\_\_\_  
(DEPUTY CLERK)

Section: 5321.07 ORC  
5321.08 ORC

(FORM CONTINUED ON REVERSE SIDE)

Filed Pursuant to:

- (1) PUCO Finding and Order of 11-24-87 – Case No. 87-740-GA-COI
- (2) PUCO Entry of 7-06-89 – Case No. 89-500-AU-TRF
- (3) PUCO Opinion & Order of 8-30-89 – Case No. 89-329-GA-PIP
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Issued Date: September 8, 2005 Issued by David J. Beynon, President Effective Date: August 31, 2005

**APPENDIX F TO OHIO VALLEY GAS CORPORATION**  
**GENERAL RULES AND REGULATIONS APPLICABLE TO GAS SERVICE IN OHIO**

**FORM C**

IN THE \_\_\_\_\_ COURT \_\_\_\_\_

DARKE COUNTY, OHIO

IN RE: \_\_\_\_\_ )

(YOUR NAME)

) CASE No. \_\_\_\_\_

\_\_\_\_\_  
(STREET ADDRESS)

) JUDGE \_\_\_\_\_

\_\_\_\_\_  
(CITY, STATE & ZIP CODE)

VS.

\_\_\_\_\_  
(LANDLORD'S NAME)

) TENANT'S APPLICATION FOR ORDER  
) TO COMPEL LANDLORD TO: PAY  
) NATURAL GAS BILL, RELEASE RENT TO  
) PAY NATURAL GAS BILL, AND OTHER RELIEF

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY, STATE & ZIP CODE)

This is an application to the court for:

☐ Order to compel landlord to pay natural gas bill.

☐ Order to release rent deposited in court to pay natural gas bill.

☐ Other relief \_\_\_\_\_

**STATEMENT OF CLAIM**

I, \_\_\_\_\_ (first, middle initial & last name), the Tenant, reside at the address shown above and claim that the Landlord-Defendant of the premises where I live has failed to fulfill its responsibilities under Section 5321.04 of the ORC and/or rental agreement. My present rent under the agreement is \$ \_\_\_\_\_ per month.

(FORM CONTINUED ON REVERSE SIDE)

Filed Pursuant to:

(1)	PUCO Finding and Order of 11-24-87 - Case No. 87-740-GA-COI
(2)	PUCO Entry of 7-06-89 - Case No. 89-500-AU-TRF
(3)	PUCO Opinion & Order of 8-30-89 - Case No. 89-329-GA-PIP
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**APPENDIX F TO OHIO VALLEY GAS CORPORATION**  
**GENERAL RULES AND REGULATIONS APPLICABLE TO GAS SERVICE IN OHIO**

**FORM C**

**IN SUPPORT OF THIS CLAIM, I STATE THE FOLLOWING FACTS:**

- (1) That I am current in payment of my rent;
- (2) That my landlord is obligated to pay the Ohio Valley Gas Corporation natural gas bill pursuant to my rental agreement and/or Section 5321.04 of the ORC. My landlord has not made these payments. Therefore, natural gas utility service is now subject to disconnection for non-payment;
- (3) That the tenants in one-half of the occupied apartments have given the landlord notice informing him/her of his/her breach of obligation pursuant to Rule 4901:1-18-07(D)(1) of the OAC and Section 5321.07 of the ORC; and
- (4) That I was one of the tenants who notified the landlord, as described in paragraph (3) above.

(List any other facts which you feel may be helpful to support your claim for utility service).

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WHEREFORE, I request the Court to order: (Check the appropriate box[es])

- ☐ The Clerk of Courts to release to the Ohio Valley Gas Corporation from the rent money paid to the Clerk, the amount needed to pay the natural gas bill, and to keep the natural gas bill current.
- ☐ The landlord to pay, or arrange to pay, the balance of the natural gas bill not covered by the rent release.
- ☐ The landlord to do all things necessary to continue to provide natural gas utility service, including keeping the natural gas bill current.
- ☐ Any other relief sought by the tenant.

\_\_\_\_\_  
(SIGNATURE OF TENANT)

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(CITY, STATE & ZIP CODE)

\_\_\_\_\_  
(PHONE NUMBER OF TENANT)

ORC 4933.122 - ORC 5321.07 - OAC 4901:1-18-07

(FORM CONTINUED ON REVERSE SIDE)

Filed Pursuant to:

- (1) PUCO Finding and Order of 11-24-87 – Case No. 87-740-GA-COI
- (2) PUCO Entry of 7-06-89 – Case No. 89-500-AU-TRF
- (3) PUCO Opinion & Order of 8-30-89 – Case No. 89-329-GA-PIP
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- (5) PUCO Entry of 8-31-05 – Case No. 05-677-GA-ATA

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**OHIO VALLEY GAS CORPORATION  
PUCO GAS SERVICE TARIFF - ORIGINAL VOLUME 7**

**Gen. Rules & Regs.  
First Revised  
Sheet No. 0-55**

**APPENDIX G TO OHIO VALLEY GAS CORPORATION  
GENERAL RULES AND REGULATIONS APPLICABLE TO GAS SERVICE IN OHIO  
OHIO VALLEY GAS CORPORATION  
MEDICAL CERTIFICATION FORM**

I hereby certify that \_\_\_\_\_ (PATIENT'S NAME), a permanent resident of  
\_\_\_\_\_ (STREET ADDRESS), \_\_\_\_\_ (CITY, STATE & ZIP CODE), is  
undergoing treatment for a medical condition. The discontinuance of natural gas utility service for  
nonpayment at the above address would be especially dangerous to their health. I anticipate that this  
condition will exist until \_\_\_\_\_ (INSERT DATE NOT TO EXCEED THIRTY DAYS).

\_\_\_\_\_  
(PHYSICIAN'S SIGNATURE) \*

\_\_\_\_\_  
(DATE SIGNED)

\_\_\_\_\_  
(PHYSICIAN'S NAME) \*

\_\_\_\_\_  
(PHYSICIAN'S OFFICE ADDRESS)

\_\_\_\_\_  
(CITY, STATE, & ZIP CODE)

\_\_\_\_\_  
(PHYSICIAN'S TELEPHONE NO.)

Return original to: Ohio Valley Gas Corporation  
317 North Columbia Street  
P. O. Box 404  
Union City, IN 47390-0404

**RETAIN COPY FOR PHYSICIAN'S FILES**

\* Certification may be signed by licensed physician, physician assistant, clinical nurse specialist,  
certified nurse practitioner, certified nurse-midwife, or local board of health physician.

**For Company Use Only**

- ☐ First Certification
- ☐ Second Certification
- ☐ Third Certification

The purpose of the medical certification is to temporarily delay the termination of natural gas utility service  
for nonpayment when the medical condition of a resident of the household is such that disconnection would  
further endanger the health of a consumer. During the certified period, the customer should endeavor to pay  
the bill, make arrangements for payment, or obtain assistance for payment of the bill from a social agency.

Filed Pursuant to: (1) PUCO Finding and Order of 11-24-87 – Case No. 87-740-GA-COI  
(2) PUCO Entry of 7-06-89 – Case No. 89-500-AU-TRF  
(3) PUCO Opinion & Order of 8-30-89 – Case No. 89-329-GA-PIP  
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