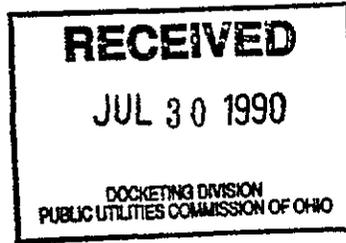


Northern Industrial Energy Development, Inc.
6325 Windy Ridge Road
P.O. Box 313
New Concord, Ohio 43762
(614)826-4344

Local Supply Gas Tariff
P.U.C.O. No. 1
Original Sheet No. 1



NORTHERN INDUSTRIAL ENERGY DEVELOPMENT, INC.

LOCAL SUPPLY GAS SERVICE

Issued: July 12, 1990
Authorized by Entry of The Public Utilities Commission of Ohio, dated July 19, 1990 in Case No. 90-923-GA-ATA
Issued by: Don L. Dieffenbaugher, Jr., President

Effective: July 30, 1990

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P.O. Box 313
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Local Supply Gas Tariff
P.U.C.O. No. 1
Original Sheet No. 2

RULES GOVERNING THE DISTRIBUTION AND SALE OF LOCAL SUPPLY GAS

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RULES AND REGULATIONS GOVERNING THE
DISTRIBUTION AND SALE OF GAS

SECTION 1 - SCHEDULE OF RATES AND MISCELLANEOUS CHARGES
FOR LOCAL SUPPLY GAS SERVICE

Sales Rate:

Customer Charge of \$7.00 per meter, per month, regardless of gas consumed.
Base Rate of \$2.15 per MCF, regardless of gas consumed. The minimum charge shall be the Customer Charge.

Gas Cost Recovery:

In addition to the above rates, all gas consumed is subject to the Gas Cost Recovery provision as required by Commission Order dated October 11, 1979 in Case No. 76-515-GA-ORD. The current rate is set forth on Sheet A1.

Payment of Bills and Late Payment Charge:

Bills shall be paid by Customer at any NIED office or authorized collection agent of NIED during regular business hours. A list of authorized agents, if any, will be made available to Customers upon request or inquiry. Any remittance received by NIED first class mail prior to NIED's next billing date will be accepted as within the net payment period. A late payment charge of 1.5% per month will be added to the outstanding balance when payment is not received during the net payment period. The late payment charge shall not be assessed to those Customers participating in the Percentage of Income Payment Plan or any other Commission-authorized payment plan.

Bad Check Charge:

Whenever a Customer pays a bill by check or other instrument which is then returned to NIED due to insufficient funds, that Customer shall be assessed a bad check charge of \$15.00.

Collection Charge:

If payment is made at a Customer's premises to an employee or agent whose authorized purpose was to disconnect service due to nonpayment and who is authorized to accept such payment, that Customer shall be assessed a collection charge of \$5.50.

Reconnection Charge:

If service is reconnected after disconnection for nonpayment, that Customer shall be assessed a reconnection charge of \$25.00, if reconnection is made during regular business hours. If reconnection is made after normal business hours, the charge shall be \$37.50.

Meter Test Charge:

If a meter is tested at the request of a Customer and said test result demonstrates the meter was operating within accepted tolerances as stated within these Rules and Regulations, that Customer shall be assessed a meter test charge of \$17.00. If the meter was not operating within accepted tolerances, there shall be no charge for the test.

Tie-in Charge:

If a tie-in is required to restore service to the same Customer who had a service line cut and plugged as a result of repeated detection of unauthorized use of service, that customer shall be assessed a charge equal to the actual cost of the tie-in. Unauthorized use of service includes, but is not limited to, detection of turning on meter after nonpayment turn off by NIED, and detection of by-passing meter inlet and outlet connections after removal of meter by NIED.

Transportation Service and Rates:

Because gas may only be available from local wells, transportation service will be provided only to customers who can demonstrate that such service will not be detrimental to, or a burden on system supply customers. NIED may enter into special arrangements under 4905.31, Revised Code with customers whose unique circumstances require individualized rate considerations.

SECTION 2 - APPLICABILITY OF LOCAL SUPPLY GAS SERVICE

Applicability:

This service is applicable to new residential, commercial, and industrial customers of Northern Industrial Energy Development, Inc. ("NIED") who meet the following criteria:

- A. The potential customer does not have natural gas currently available.
- B. The potential customer is not contiguous to another existing natural gas distribution system(s) and/or it is uneconomic to connect with such service.
- C. Proximity to local natural gas supply source(s) is unique and makes it economic to provide such service, when otherwise, natural gas service would continue to be unavailable or uneconomical.
- D. The potential customer has existing primary or alternative fuel capability and will maintain existing capability to use that fuel.

The service is available to potential customers who meet the specific criteria and contract for this service under the terms and conditions of this tariff, and subject to rules filed by NIED and revised from time to time with the Public Utilities Commission of Ohio, and any later revisions, and to the lawful orders of regulatory authorities having jurisdiction.

The agreement for establishment of service shall be with the property owner. The agreement for the provision of service shall be with the customer.

SECTION 3 - LOCAL SUPPLY GAS SERVICE

Nature of Service:

Serving with local supply tariff gas those selected areas within the State of Ohio where because no regular gas distribution service is available and/or economic, consumers meet the unique criteria set forth under "Applicability" and the proximity of local supply gas makes the offering of such service economic.

NIED shall make every reasonable effort to supply enough gas at adequate uniform pressure. Because NIED is offering a local supply gas service, said service is subject to interruption. NIED shall attempt to notify affected customers of prearranged interruptions; however, because of the nature of the service, NIED may not notify customers of interruptions due to freeze-offs or other production and well related problems. Should said service be entirely discontinued due to unavailability of local supply gas, NIED shall notify affected customers.

Application for Service:

All applications for service shall be made through the local office of NIED or its authorized agents.

Commencement of Service:

No person shall commence the use of gas until such service has been contracted for with NIED.

Service not Transferable:

No person may commence the use of gas until NIED acceptance of application therefor. In the event of violation of this provision, in addition to other rights, such person shall be liable for all gas consumed in the premises from the date such person occupied the premise. The service is not transferable and does not run with the premises to which local supply gas is being provided. The service will automatically cease to be available upon sale or transfer in any manner of the premises being supplied. Any new owner(s), of a premises that had been receiving the service may apply to have the service reinstated. Reinstatement is subject to the availability of local supply gas.

Continuity of Service:

Because of the unique nature of this local supply gas service, gas may only be available from local wells and continuity of service cannot be guaranteed. NIED will make reasonable provision to attempt to supply in sufficient quantity and at adequate uniform pressure, but does not guarantee constant supply or adequate or uniform pressure. NIED shall not be liable in damages for interruptions, discontinuance of service, or failure to supply gas.

NIED shall take reasonable steps to notify affected customers when service is to be suspended for such periods as may be reasonably necessary in order to make repairs to or changes in its plant, transmission or distribution systems or other property.

Service Not to be Disturbed:

No customer shall attach or use any appliance which may result in the injection of air, water, or other foreign matter into NIED's lines and, without prior approval from NIED, no customer shall attach or use any appliance which will increase or decrease the pressure in NIED's lines intermittently to such extent as to interfere with continuous service to other customers.

No Customer Shall Sell to Another:

The customer shall not supply or sell gas for use in any location other than that specified in the application for service.

Access to Premises:

NIED and its authorized employees and/or agents shall have reasonable access at all reasonable times to the premises in which gas supplied by NIED is used or is to be used.

Customer's Responsibility:

Customer assumes all responsibility for property owned by customer on customer's side of the point of delivery and for the installation of and appliances used. Customer will save NIED harmless from and against any and all claims occasioned by or in any way resulting from such service on customer's side of the point of delivery.

Right-of-Way:

Customer, at customer's expense, shall secure and transfer to NIED any right-of-way necessary to cross property between NIED's closest available line and the location where gas is to be consumed. When the right-of-way is necessary to install lines or other facilities or equipment on NIED's side of the delivery point, the right-of-way shall be conveyed or otherwise assigned to NIED and shall become the property of NIED. Customer, at customer's expense, shall also provide NIED with the right of ingress and egress for any property in or over which any lines, facilities or equipment may be installed to accommodate delivery of gas to customer.

Charges and Payments for Temporary Service:

In addition to regular payments for gas used, the customer shall pay the cost for all material, labor, and all other necessary expense incurred by NIED in supplying gas service to the customer at his request for any temporary purpose or use.

Customer Indebted to NIED:

Service will not be supplied to any premises, if at the time of application for service, the applicant is indebted to NIED for service previously supplied at the same or other premises, for the same class of service, until payment of such indebtedness or other arrangement satisfactory to NIED shall have been made. NIED shall follow the reconnection procedures established by Rule 4901:1-18, O.A.C., and any subsequent amendments thereto.

Customer Shall Satisfactorily Secure Account:

NIED may require a customer to satisfactorily secure an account in accordance with the provisions of 4933.17, Revised Code and Rule 4901:1-17, O.A.C. Procedures with respect thereto shall be in accordance with those Rules and any subsequent amendments thereto. Copies of the Rules shall be made available for inspection upon request or inquiry of any customer or applicant for service.

Right to Discontinue Service:

Along with NIED's right to interrupt or discontinue service relating to local supply, after reasonable notice NIED shall also have the right to discontinue service and the

right to disconnect and remove from the premises of any customer the meter and any other property belonging to NIED for any of the following reasons:

- (a) Refusing reasonable access.
- (b) Non-payment of gas bills.
- (c) Failure to furnish or maintain required security of the account.
- (d) Non-use of gas service.
- (e) Theft of service or fraudulent representation or practice.
- (f) Safety when NIED thinks such action necessary.
- (g) Violation of any Rules established by NIED, any Service Agreement, or the General Terms and Conditions applicable to any such Agreement.
- (h) Customer request.

As to residential customers, NIED shall follow the disconnection procedure established in Rule 4901:1-18, O.A.C. and any later amendments thereto. Copies of the current rule shall be made available for inspection upon the request or inquiry of any customer or applicant for service.

Should customer vacate, move, lease, sell, or in any manner transfer possession to the premises to which NIED is providing gas, customer shall notify NIED of such action at least thirty (30) days before taking said action. Should the premises be vacated, customer is responsible for all service supplied to the vacated premises until such notice is received by NIED and NIED has a reasonable time, but not less than three (3) days, to discontinue service. Should the premises be leased, customer is responsible for all service supplied to the leased premises.

Should Customer become bankrupt, have a receiver, trustee, guardian, or conservator appointed for the assets of customer, or should customer make an assignment for the benefit of creditors, NIED shall have the right after reasonable notice to shut off the gas and remove its property from customer's premises and independent of or concurrent with the right to shut off, to demand immediate payment for all gas theretofore delivered to customer and not paid for; such amount shall become due and payable immediately upon such demand.

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P.O. Box 313
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If the customer's service line, other gas lines, fittings, valves, connections, gas appliances or equipment on a customer's premises are defective or in such condition as to constitute a hazard, NIED upon notice to it of such defect or condition, may discontinue the supply of gas to such appliances or equipment or to such service line or such other gas lines until such defect or condition has been rectified by the customer in compliance with the reasonable requirements of NIED.

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Issued by:

Don L. Dieffenbaugher, Jr., President

Effective: July 30, 1990

SECTION 4 - METERING AND BILLING

Quantity of Gas Delivered:

Gas will be measured by a meter installed by NIED, which shall be and remain the property of NIED. Subject to certain exceptions set forth herein, consumption shall be determined on the basis of the meter registration and bill shall reflect the consumption so registered. However, any mistake in reading the registration shall not affect the liability for gas consumed as determined by a corrected reading of the registration.

The unit of measurement shall be that quantity of gas which will occupy one cubic foot at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute (thirty (30) inches of mercury), a temperature base of sixty (60) degrees Fahrenheit, (520 degrees absolute), and without adjustment for water vapor content. To determine the volume of gas delivered, factors such as those required for pressure, temperature, and specific gravity and deviation from Boyle's law, shall be applied.

A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly. A meter registering incorrectly shall be replaced by NIED at its expense.

During any period that incorrect registration can be established, the meter readings and bills based on those readings shall be adjusted by NIED on the basis of all available information concerning the use of gas by customer. If, as the result of such adjustment, overpayments or underpayments are shown to have occurred,

NIED shall reimburse customer for such overpayment; and, subject to the requirements of 4933.28, Revised Code, the customer shall pay to NIED the amount of such underpayments. NIED shall continue to supply gas to customer, and customer shall continue to pay the amounts billed pending adjustment.

NIED shall at the reasonable request of customer cause such meter to be tested. The date of the inspection shall be stamped on the meter.

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6325 Windy Ridge Road
P.O. Box 313
New Concord, Ohio 43762
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Gas Supply Gas Tariff
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Without prejudice to its providing metered service, where warranted, NIED may provide gas light service on a non-metered basis, using for billing purposes the approximated average consumption of such appliance at the rate applicable in the area.

Meters are ordinarily read at monthly intervals, but may be read more or less frequently as the situation warrants. When the meter is not read, NIED may estimate the quantity of gas consumed and render a bill for such quantity. Excepting circumstances beyond NIED's control, actual readings will be taken at least once in three months.

Billing Periods:

Bills shall be rendered regularly at monthly intervals. Non-receipt of bills by customer does not release or diminish the obligation of customer with respect to payment thereof.

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SECTION 5 - PHYSICAL PROPERTY

Service Lines:

The general term "service pipe" or "service line" is commonly used to designate the complete line or connection between NIED main up to and including the meter connection. It consists of two distinct parts, (a) the service line connection, and (b) the customer service line.

(a) Service Line Connection - The service line connection consists of the connection at the main, necessary pipe and appurtenances to extend to the property line or the curb cock location, curb cock and curb box. This connection shall be made by NIED, or its representative and remain the property of NIED. NIED will provide at its expense the service line connection whenever the provision of said service line is economically justified under the rates it is permitted by the Commission to charge.

(b) Customer Service Line - The customer service line consists of the pipe from the outlet of the curb cock to and including the meter connection. The customer shall own and maintain the customer service line. NIED shall have the right to prescribe the size, location and termination points of the customer's service line. NIED shall have no obligation to install, maintain or repair said customer service line. NIED shall not provide or pay, directly or indirectly, the cost of customer service lines unless such assistance is essential to induce a prospective customer to utilize natural gas rather than an alternate source of energy or unless another regulated natural gas NIED offers to provide or pay for customer service lines, directly or indirectly. The customer's service line shall be installed at customer's expense, and any part of it not contained within the customer's property at the location where service is to be furnished shall be conveyed to NIED and remain the property of NIED. NIED shall have the right to prescribe the specifications, size, location and termination points of customer's service line. The customer shall remain liable for maintenance of, for imperfections in or for damage, injury or loss resulting, directly or indirectly, from the escape of gas from that part of customer's service line contained within customer's property.

Pressure Regulators and Drips:

Where service is provided from distribution lines, NIED shall prescribe and furnish the necessary regulator or regulators.

NIED shall install if NIED thinks it necessary, positive shut off drip(s) of such size and type as NIED may determine will adequately serve Customer's requirements.

If it becomes necessary to construct, operate, and maintain a heater on the inlet side of the high pressure regulator to maintain satisfactory operation of the regulator or regulators, the gas used in such heater shall be at the expense of the customer and shall be taken from the outlet side of meter serving the customer.

Meter:

NIED will provide each customer with a meter of such size and type as NIED may determine will adequately serve the customer's requirements.

NIED shall determine the location of the meter, which shall ordinarily be outside of any enclosed building and shall be accessible to NIED without the necessity of Customer presence or approval.

When changes in a building or arrangements therein render the meter inaccessible or posed to hazards, NIED may require the customer, at the customer's expense, to relocate the meter setting together with any portion of the customer's service line necessary to accomplish such relocation.

The owner or customer shall not permit anyone who is not an authorized agent of NIED to connect or disconnect NIED's meters, regulators, or gauges, or in any way alter or interfere with NIED's meters, regulators or gauges.

House Piping:

The customer shall own and maintain the house piping from the outlet of the meter to gas burning appliances. NIED shall have no obligation to install, maintain or repair said piping. NIED shall not provide or pay, directly or indirectly, for house piping when competing with another regulated natural gas company, unless such company offers to provide or pay for house piping, directly or indirectly, or unless such assistance is essential to induce a prospective customer to utilize natural gas rather than an alternate source of energy.

Appliances:

The customer shall own and maintain all gas-burning appliances. NIED shall have no obligation to install, maintain, or repair appliances. NIED shall not provide or pay, directly or indirectly, for appliances when competing with another regulated natural gas company, unless such company offers to provide or pay for appliances, directly or indirectly, or unless such assistance is essential to induce a prospective customer to utilize natural gas rather than an alternate source of energy.

Standards for Customer's Property:

The customer's service line, house lines, fittings, valve connections and appliance venting shall be installed with materials and workmanship which meet the reasonable requirements of NIED and shall be subject to inspection or test by NIED. NIED shall have no obligation to establish service until after such inspection and test demonstrates compliance with such requirements of NIED with respect to the facilities in place at the time of the test.

The first inspection or test at any premises, including both service lines and house lines, shall be without charge. In the case of leak, error, patent defect or other unsatisfactory condition resulting in the disapproval of the line by NIED, the necessary correction shall be made at the customer's expense and then the lines will be inspected and tested again by NIED. Each additional inspection and test, when required after correction shall be subject to a charge covering the cost thereof.

No Responsibility for Material or Workmanship:

NIED is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in, the customer's service line, house lines, fittings, valve connections, equipment or appliances and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship.

Inspection of Altered Piping:

It shall be the duty of the customer to notify NIED promptly of any additions, changes, alternations, remodeling or reconstruction affecting gas piping on the customer's premises.

Extension of NIED Lines:

NIED will extend its distribution mains (of a size it deems appropriate for the specific application) on any dedicated street or highway without cost up to but not more than a distance of fifty (50) feet for each customer. Upon application for a domestic service extension of main in excess of fifty (50) feet, NIED may enter into a line extension agreement providing for a deposit with NIED of a sum deemed adequate to cover the costs to be incurred by it for that portion of the extension in excess of the footages which NIED will construct without cost to the customer. The amount of the deposit shall be determined by multiplying the excess footage as herein above determined by the average cost per foot to the company of a similar size distribution main installed during the preceding calendar year. The sum so deposited shall be subject to refund on the basis of the cost per foot deposited multiplied by the refund footage for each additional customer connected to the extension as set forth in the line extension agreement but not to laterals therefrom or to further extensions thereof. No refunds shall be paid after the expiration of ten (10) years from the date of the agreement.

Where a main extension is necessary to provide service availability to plots of lots or real estate subdivisions and such main extension is not deemed justified at the company's expense, the owners or promoters of such plots of lots or real estate subdivisions shall enter into a line extension agreement and shall deposit with the company the estimated cost of such extension. The sum deposited will be refunded at the refund footage for each customer connected to the extension as set forth in the line extension agreement but not to laterals therefrom or to further extensions thereof. No refunds shall be paid after the expiration of ten (10) years from the date of the agreement.

Where a main extension is requested for service for commercial or industrial purposes and such main extension is determined by the company to be economically feasible, the customer(s) may enter into a line extension agreement and shall deposit with the company the estimated cost of such extension. This deposit may be subject to refund as set forth in the line extension agreement. In no case shall the total of refunds exceed the amount deposited for the extension.

Deposits will not draw interest. All extensions shall be the property of NIED. NIED shall have no firm obligation to make any extensions during the months of December through March.

Northern Industrial Energy Development, Inc.
6325 Windy Ridge Road
P.O. Box 313
New Concord, Ohio 43762
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Customer Taps:

Accepted customers will be provided a tap into NIED's line at the closest feasible point to customer's premises.

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Gas Supply Gas Tariff
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SECTION 6 - GENERAL

Limiting Liability:

Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company would be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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Local Supply Gas Tariff
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SHEET A1

GAS COST RECOVERY RATE (GCR)

THIS SPACE HELD FOR FUTURE USE

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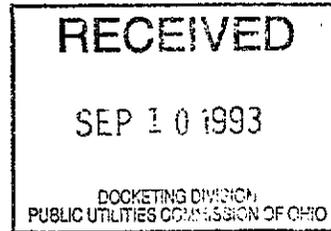
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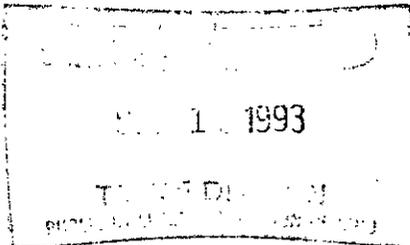
Natural Gas Service

Original Sheet No. 1



NORTHERN INDUSTRIAL ENERGY DEVELOPMENT, INC.

NATURAL GAS SERVICE



Issued: September 10, 1993

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6325 Windy Ridge Road
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Natural Gas Service

Original Sheet No. 2

P.U.C.O. No. 2

Gas Service Regulations

I. Disconnection and Reconnection of Service.

Northern Industrial Energy Development, Inc. shall follow the procedures set forth in Chapter 4901:1-18 of the Ohio Administrative Code, which is hereby incorporated by reference, as each is from time to time amended.

II. Deposits.

Northern Industrial Energy Development, Inc. shall follow the procedures set forth in Chapter 4901:1-17 of the Ohio Administrative Code, which is hereby incorporated by reference, as each is from time to time amended.

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Natural Gas Service
Original Sheet No. 3

P.U.C.O. No. 2

Natural Gas Service

Serving the town of Harriettsville and vicinity in Elk
Township, Noble County, Ohio.

Rates

Fifty-five cents (\$0.55) per thousand cubic feet with
discount of five cents (\$0.05) per thousand if bills are paid on
or before the tenth day of each month.

Rules and Regulations

All bills are due and payable on the due date shown on the
bill for gas consumed during the preceding month, and if paid
before said date, a discount of five (5) cents per thousand shall
be allowed. If not paid by the 10th of the following month the
consumer so failing to pay shall be disconnected. A minimum
charge of (\$2.00) per month shall be charged for reading meters.
Before making connections with consumers who reside in rented
property, a deposit of five dollars (\$5.00) shall be required of
the consumer, which deposit shall be returned by the company to
the consumer when the consumer ceases to use gas of the
company, after deducting all unpaid bills for gas consumption.
Rates fixed by the order of the Public Utilities Commission of
Ohio.

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Don L. Dieffenbauger, President

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TRANSPORTATION SERVICE

Applicability

Applicable to all new and existing customers of Northern Industrial Energy Development, Inc. ("NIED") who have purchased natural gas from another supply source and request NIED to transport such gas. NIED shall transport gas on a non-discriminatory basis subject to the capacity of its facilities to customers who desire to enter into contractual arrangements for the transportation of natural gas in compliance with the "SELF-HELP PROGRAM GUIDELINES" appended to Commission Order 85-800 and attached hereto and included herein by reference.

Transportation Service

NIED shall offer transportation service on either a firm or fully interruptible basis.

Firm service arrangements - shall include provision for the reservation of capacity in NIED's facilities, subject to NIED's determination that rendering said service would not be detrimental to the operation of said facilities.

Interruptible service arrangements - shall include "best efforts" provisions allowing NIED to interrupt or curtail the delivery or transportation of gas when, in the judgment of NIED, such curtailment or interruption is necessary to maintain deliveries to high priority customers or to respond to an emergency.

Storage services, banking services, or pooling services are not presently available.

As NIED is offering a transportation service, it shall not be responsible for interruptions in customer sources of supply.

Issued: September 10, 1993

Effective: November 10, 1987

Authorized by Entry of The Public Utilities Commission of Ohio, dated November 10, 1987 in Case No. 87-1753-GA-ATA

Issued by:

Don L. Dieffenbauger, President

Northern Industrial Energy Development, Inc.
6325 Windy Ridge Road
P.O. Box 313
New Concord, Ohio 43762

Natural Gas Service

Original Sheet No. 5

Rates

The rates for firm not to exceed fifty-five cents (\$0.55) per 1,000 cubic feet (Mcf) of gas transported and interruptible not to exceed forty-five cents (\$0.45) per 1,000 cubic feet (Mcf) of gas transported transportation service is offered on a non-discriminatory basis.

Meter reading, billing, and related administrative costs when applicable shall be specifically disclosed in each arrangement.

Late Payment Charge

Payment of the total amount due shall be received in NIED's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable.

Terms and Conditions

The Customer shall enter into a written agreement with NIED. Such agreement shall set forth the specific arrangements between Customer and NIED, all of which shall be in conformance with Commission Order 85-800.

The Customer shall be responsible to make all necessary arrangements and secure all requisite regulatory or governmental approvals, certificates, or permits to enable the gas transported to be delivered to NIED's facilities.

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio.

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