

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

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**FILED PURSUANT TO PUCO Entry dated March 31, 2016 in Case No. 15-1104- GA-ACE**

**ISSUED: July 29, 2016**

**EFFECTIVE August 1, 2016**

**Issued by  
Generation Pipeline LLC  
Michael Calderone, President**

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**I. Definitions**

As used throughout these Rules and Regulations, the terms set forth below shall be defined as follows:

1. **"Btu"** shall mean the British thermal unit as defined by international standards.
2. **"Business day"** shall mean any weekday, excluding federal banking holidays.
3. **"Cash-out Price"** shall mean the standard by which prices are determined for cash-outs, imbalances, and any other penalties. The price shall be determined as follows:

Underdeliveries – higher of the average of the daily mid-point price posting for the month (the month in which the "cash-out" occurred) for the "Mid-point Price" published in Gas Daily for "Chicago City-gate" or the MichCon City-gate.

Overdeliveries – lower of the average of the daily mid-point price posting for the month (the month in which the "cash-out" occurred) for the "Mid-point Price" published in Gas Daily for "Chicago City-gate" or the "MichCon City-gate."

4. **"Central clock time" or "C.T."** shall mean Central Standard Time adjusted for Daylight Savings Time.
5. **"Company"** shall mean Generation Pipeline LLC, its successors and assigns.
6. **"Curb-to-Meter Portion"** shall mean that portion of the Service Line extending from the curb valve to the meter.
7. **"Customer"** shall mean any individual, governmental or corporate entity taking service hereunder.

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8. **"Day"** shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
9. **"Dekatherm"** or **"Dth"** shall mean the Company's billing unit measured by its thermal value. A dekatherm is 1,000,000 Btus or one (1) MMBtu. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing. It shall be proper for Company to rely upon the heating value measurements or assumptions provided to Company by upstream suppliers for purposes of Company's determination of the heating value of the gas received by Customer. Company shall not be required to install any equipment to measure heating value at the Customer's premises for the purpose of converting volumetric measurements into Dth.
10. **"Delivery Point(s)"** shall mean the specific measurement location(s) listed on the Service Agreement at which the Company may deliver gas to Customer, and the specific location(s) at which Customer will receive such gas from Company.
11. **"Delivery Volume"** shall mean the daily volume of Gas scheduled and confirmed at the Points of Receipt less Shrinkage by or on behalf of Customer.
12. **"Firm"** shall mean that each Dth the Customer nominates and the Company confirms at the Receipt Point(s), within the Customer's MDQ, will be delivered to the Customer's Delivery Point(s) minus the Company's Shrinkage without interruption except under Force Majeure conditions or an energy emergency declared by the Commission.
13. **"General Gas Service"** shall mean a gas or natural gas service provided to any location where the use is equal to or less than 180,000 Dth per year and is primarily of a business, professional, institutional, or occupational nature.
14. **"Heating Value"** shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant

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pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one cubic foot at 14.73 psia and 60°F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.

15. **"Imbalance"** shall mean the daily difference between the Delivery Volume and the actual metered volumes allocated to Customer at the Delivery Point(s).
16. **"Industrial Gas Service"** shall mean a gas or natural gas service provided to any location where the use exceeds 180,000 Dth per year and is primarily of a business, professional, institutional, or occupational nature.
17. **"Interruptible"** shall mean that each Dth the Customer nominates and the Company confirms at the Receipt Point(s), in excess of the Customer's MDQ if that Customer is taking Firm service, will be delivered to the Customer's Delivery Point(s) less the Company's Shrinkage, if the Company, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.
18. **"Main-to-Curb Portion"** shall mean that portion of the Service Line extending from the Company's main up to and including the curb valve, which is used for stopping the flow of gas into the Curb-to-Meter portion of the Service Line.
19. **"Maximum Daily Quantity"** or **"MDQ"** shall mean the maximum daily Firm natural gas quantity that the Customer shall be entitled to nominate during any 24-hour period. The Customer's Maximum Daily Quantity, if any, shall be negotiated between the Customer and the Company by way of special contractual arrangement to be incorporated into the Customer's Service Agreement with Company.
20. **"Mcf"** shall mean 1,000 cubic feet.

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21. **"Month"** shall mean a calendar month beginning at 9:00 a.m. Central clock time on the first day of the calendar month and ending at 9:00 a.m. Central clock time the first day of the following calendar month.
22. **"Nomination"** shall mean the confirmed Quantity of gas which the Customer shall arrange to have delivered to the Receipt Point(s) for redelivery by the Company to the Delivery Point(s). The Nomination shall include sufficient gas to account for the Company's Shrinkage.
23. **"OAC"** shall mean the Ohio Administrative Code.
24. **"Operational Flow Order" or "OFO"** shall mean a declaration made by the Company that conditions are such that the Company can only safely transport an amount of gas during a calendar day equal to the amount of gas which the Customer will actually deliver at the Receipt Point(s) on that calendar day.
25. **"ORC"** shall mean the Ohio Revised Code.
26. **"PUCO" or "Commission"** shall mean the Public Utilities Commission of Ohio, or any successor governmental authority.
27. **"Quantity of Gas"** shall mean the number of units of gas expressed in Dth unless otherwise specified.
28. **"Receipt Point(s)"** shall mean those measurement locations where Customer gas enters the Company's system.
29. **"Residential Gas Service"** shall mean a gas or natural gas service provided to any location where the use is primarily of a domestic nature.
30. **"Service Agreement"** shall mean the individual contract that each Industrial Gas Service Customer shall sign and enter into with the Company prior to commencement of service, which, if applicable, shall identify: the Receipt Point(s) and Delivery Point(s); the MDQ; declares whether the service is Firm or Interruptible; and establishes the cost for the transportation and/or provision of

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natural gas. The Service Agreements shall be non-discriminatory and filed with the Commission pursuant to ORC § 4905.31 for approval. The term of the Service Agreement, unless otherwise agreed to as part of the Service Agreement, shall commence upon the filing of the Service Agreement by the Company.

31. **“Service Line”** shall mean all piping, valves, and connections between the Company’s Distribution Main and meter at the Customer’s location. It consists of two distinct parts: (a) the Main-to-Curb Portion and (b) the Curb-to-Meter Portion.
32. **“Short Term Firm Service”** shall mean available transport service on a Firm basis for a time period of 31 days or less.
33. **“Shrinkage”** shall mean the Quantity of Gas required by the Company to replace the estimated Quantity of Gas, which is required for compressor fuel, and lost-or-unaccounted-for gas when transporting the tendered quantities. This percentage which shall not exceed one (1.0) percent shall be set forth in the Customer’s Service Agreement.
34. **“Written Notice”** shall mean a legible communication received by the intended recipient of the communication by United States mail, express courier, or confirmed facsimile. Written Notice may also be provided by Email, but shall not be effective until such time as (a) the Email is acknowledged by the intended recipient; or (b) a copy of such Email is received by the intended recipient by US mail, express courier, or facsimile.

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**II. General Service Terms for All Services**

The following terms are applicable to all services offered under these Rules and Regulations.

1. **Subject to PUCO Rules and Regulations:** These Rules and Regulations are subject to and include as part thereof all orders, rules and regulations applicable to the Company from time to time issued or established by the Public Utilities Commission of Ohio under its powers with respect to Industrial Gas Service. Such service provided by Company is also subject to all applicable federal laws, and to the orders, rules and regulations of any federal agency having jurisdiction thereof.
2. **Responsibility and Liability:** The Industrial Gas Service Customer and the Company each assume full responsibility and liability for the maintenance and operation of its respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damage, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party; provided however, that neither party agrees to indemnify the other party for the negligence of the other party, its agents, servants or employees.
3. **No Waiver:** No waiver by the Company or the Industrial Gas Service Customer of one or more defaults by the other of the provisions of service under this schedule shall be construed as a waiver of any other or further default or defaults, whether of a like or a different character.
4. **Force Majeure:** Except with regards to an Industrial Gas Service Customer's obligation to make payment, neither Customer nor Company shall be liable to the other for failure to perform a firm obligation to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension of the obligation.

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Force Majeure shall include, but shall not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, or explosions; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption of firm transportation and/or storage by upstream interstate pipeline(s); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) exercise of governmental emergency powers. Customer and Company shall make reasonable efforts to avoid the adverse impacts of a Force Majeure event and to promptly resolve any such event once it *has* occurred in order to resume performance.

Neither Customer nor Company shall be entitled to the benefit of the provision of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming Force Majeure failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship. The Customer or Company claiming Force Majeure shall not relieve either party from meeting all payment obligations.

Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the party experiencing such disturbances.

A party claiming Force Majeure must provide prompt notice to the other party. Initial notice may be given orally; however, written notification with reasonably full particulars of the event or occurrence claimed to constitute Force Majeure is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make or accept delivery of gas, as applicable, to the extent and for the duration of the Force Majeure event, and neither party shall be deemed to have failed in such obligation to the other during such occurrences or event.

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5. **Consumer Safeguards:** The Company shall maintain a listing including the 24-hour emergency number in each local telephone service provider's directory operating in the Company's service territory. The Company shall not commit any unfair or deceptive acts or practices in connection with the promotion or provision of service. The Company shall only disclose a Customer's account number without the Customer's written consent for natural gas company collections, and/or credit reporting or pursuant to a court order or subpoena. The Company shall not disclose a Customer's social security number without the Customer's written consent or without a court order except for the purpose of completing a customer credit evaluation. Upon Customer request, the Company shall timely provide twelve months of a Customer's usage history and twenty-four months of a Customer's payment history to the Customer.
6. **Written Summary Information:** The Company shall provide to new Customers and to existing Customers who request it, a written summary information dealing with whom to contact concerning different rights and responsibilities.
7. **Law or Regulatory Changes:** Subject to any contrary terms in Customer's Service Agreement, in the event a new law or regulation takes effect which renders a provision in this tariff to be unlawful or in violation of a law or regulation, Company's performance shall be excused under this tariff to the extent that Company's performance of its obligations would be unlawful or in violation of a law or regulation. Company shall provide written notice to Customer of any suspension of Company's performance as a result of a new law or regulation.

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**III. General Gas Service and Residential Gas Service General Terms**

The Company will submit revised tariff sheets to allow for service to General Gas Service and/or Residential Gas Service Customers within 6 months of the Commission's approval of the Company's initial tariff submitted for approval in Case No. 15-1104-GA-ACE.

1. **General Gas Service General Terms:** [Reserved]
  
2. **Residential Gas Service General Terms:** [Reserved]

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**IV. Industrial Gas Service General Terms**

The below terms apply to all schedules under Industrial Gas Service.

- 1. Initiation and Installation of Service:** All applications for service shall be made through the local office of the Company or its authorized agents. Company's service to Customer of Industrial Gas Service shall be initiated and installed in accordance with the Service Agreement between Customer and Company. Where such a Customer requests new service that requires the installation of a main line extension, the Company shall first determine if the main line should be extended. The Company will permit any prospective Industrial Gas Service Customer requesting service to connect to its existing lines pursuant to the terms and conditions described in these Rules and Regulations or as otherwise set forth in the Service Agreement, and will extend its existing lines to provide service to a prospective Customer where such extension is deemed to be operationally feasible and economically justified based on a cost-benefit analysis. If the Company determines to extend the main line, it shall contact the prospective Industrial Gas Service Customer within thirty days to provide (a) an estimate of the cost of the main line extension, (b) the amount, if any, of a deposit, and (c) an estimated date by which the main line extension will be completed. The Company shall perform the connection and shall install all necessary piping and appurtenances (including the pressure regulator(s), positive shut-off drip, and meter). Unless otherwise stated in the Service Agreement, Customer shall be responsible for the cost of all facilities required to interconnect to Company's gas supply facilities.

If the Company cannot complete the requested service installation on time, it shall promptly notify the Customer of the delay, the reasons for the delay, the steps being taken to complete the work, and the probable completion date. If a rescheduled completion date cannot be met, the Customer shall be promptly notified and, if the completion date is delayed by more than three business days, written notification shall be given to the Customer providing the reasons for the

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delay, the steps being taken to complete the work and the new rescheduled completion date.

2. **Distribution Main Line Extension:** The general term "Distribution Main Line extension" is commonly used to designate the complete line or connection between the Company's main line and the Industrial Gas Service Customer's property line, or other agreed upon location, up to and including the Company's meter facilities.
  
3. **Customer Service Line:** The Customer Service Line consists of the pipe from the outlet side of the Company's meter facilities on the Customer's property to the Customer's building. Unless agreed otherwise, the Industrial Gas Service Customer shall install, own and maintain, at the Customer's expense, its own Service Line. The Customer service line, Customer piping, fittings, valves, connections, equipment venting and all associated equipment shall be installed with materials and workmanship which meet the reasonable requirements of the Company and shall be subject to inspection or test by the Company. The Company shall have no obligation to establish service until after such requirements of the Company with respect to the facilities in place at the time of the test.

In the case of leak, error, patent defect or other unsatisfactory condition resulting in the disapproval of the line or piping by the Company, the necessary correction shall be made at the Customer's expense; and then the lines and piping will be inspected and tested again by the Company. Each inspection and test, when required after correction, shall be subject to a charge covering the cost thereof.

4. **Pressure Regulators:** Where Industrial Gas Service is provided from high pressure lines, the Company shall furnish the necessary pressure regulator or regulators with the cost allocated pursuant to the Customer's Service Agreement, which regulator or regulators shall remain the property of the Company.

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Such Customer shall install and maintain, at its expense, substantial housing acceptable to the Company in size and design for the regulator or regulators and the meter and related facilities in order to protect them from the weather and molestation.

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

5. **Meters:** The Company will furnish each Customer of Industrial Gas Service, with the cost allocated pursuant to the Customer's Service Agreement, with a meter of such size and type as the Company may determine will adequately serve the property of the Company, and the Company shall have the right to replace it as the Company may deem it necessary.

The Company shall determine the location of the meter, which shall ordinarily be near the property line boundary or some other agreed upon location, outside of any enclosed building and shall be accessible to the Company without the necessity of Customer presence or approval.

When changes in building or arrangements therein render the meter inaccessible or exposed to hazards, the Company 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 of the service property address or Customer shall not permit anyone who is not an authorized agent of the Company to connect or disconnect the Company's meters, regulators or gauges or in any way alter or interfere with the Company's meter, regulators or gauges.

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6. **Quantity of Gas Delivered by Meter:** Subject to any contrary terms in Customer's Service Agreement, gas will be measured by a volumetric or thermal meter installed by the Company which shall be and remain the property of the Company with the point of measurement to be at the Delivery Point. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration and bills shall reflect the consumption so registered. Any mistake in reading the registration, however, shall not affect the liability for gas consumed as determined by a corrected reading of the registration. A correction billing based upon discovery of a prior error shall be honored by the Industrial Gas Service Customer.
7. **Unit of Measurement:** The unit of measurement shall be set forth in Customer's Service Agreement, and be either in dekatherms or that quantity of gas which will occupy one (1) 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, (five hundred twenty [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.
8. **Estimated Bill:** When the meter is not read, the Company may estimate the quantity of gas consumed and render a bill for such quantity. All estimated bills shall at some time be followed by a billing based upon a meter reading. The Company shall obtain actual readings of its Customer meters at least once every twelve months as well as at the initiation of service and the termination of service, but will make reasonable attempts to read the meter on regular monthly intervals.

A Customer may request an actual meter read, without charge, if the Customer's usage has been estimated for more than two of the immediately preceding billing cycles consecutively or if the Customer has reasonable grounds to believe that the meter is malfunctioning. If the Company has read the meter within the immediately preceding 70 days it shall inform the Customer, when the Customer

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contacts the Company to initiate or terminate service, of the Customer's right to have an actual meter read at no charge to the Customer.

9. **Meter Test and Incorrect Meter Readings:** With reasonable prior notice, an Industrial Gas Service Customer shall have the right to review the records of the Receipt Point(s) meter(s) and/or Delivery Point(s) meter(s), during normal business hours. Either Customer or Company may, at its election, have any or all of the Receipt Point(s) meter(s) and/or Delivery Point(s) meter(s) tested for accuracy and adjusted in accordance with good industry practice. The Company shall test the meter within thirty business days after the date of a request by Customer. The Customer or the Customer's representative has the right to be present when the meter test is performed at the Customer's request. The Customer shall be informed by the Company of the Customer's right to be present at the meter test during the time that such meter test is being scheduled. Company shall provide Customer a written explanation of the test results within ten business days of the completed test. If the meters test within 3% or better of accurate measurement, then the cost of the test shall be paid by the party requesting the test. If the meters are found to be inaccurate by more than 3%, the Company shall pay for the test and shall provide a properly functioning meter. No adjustment based upon meter inaccuracies shall be made for delivery charges or natural gas imbalances unless a meter tests inaccurate by more than 3%. Any such billing correction, to be made within thirty days, shall only be to the 3% error level for a period of time no longer than to the last meter testing or twelve months, whichever is less. This section does not apply in the event there has been either tampering or an unauthorized reconnection of the meter or related equipment during the subject period of time. Meters are ordinarily read at monthly intervals but may be read more or less frequently at Company's option.
10. **Discontinuance of Supply on Notice of Defect in Customer's Property:** If the Customer service line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment on a Customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of such defect or condition and reasonable notice to the Industrial Gas Service Customer, may discontinue the supply of gas to

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such Customer until such defect or condition has been rectified by the Customer in compliance with the reasonable requirements of the Company.

11. **No Responsibility for Material or Workmanship:** The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in, the Customer service line, Customer piping, pressure regulators, fittings, valves, connections, equipment, venting and any other associated equipment and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship.
12. **Inspection of Altered Piping:** It shall be the duty of the Customer of Industrial Gas Service to notify the Company promptly of any additions, changes, alterations, remodeling or reconstruction affecting gas piping on the Customer's premises.

Prior to (a) initial operation or (b) either reestablishing gas service (including after an outage), the Company shall conduct pressure testing or dial testing on the gas piping downstream of the meter to determine that no leaks exist at the Industrial Gas Service Customer's sole cost. The pressure testing for Industrial Gas Service shall be accomplished consistent with the requirements of OAC Rule 4901:1-13-05(A)(3).

13. **Scheduled Appointments With Customers:** The Company shall provide Industrial Gas Service Customers with an expected Company arrival time window of four hours or less for all appointments requiring the Customer to be present. When the Company will not be able to meet a scheduled appointment, it shall reasonably attempt to notify such Customer in advance of the failure to meet the appointment and arrange a new appointment date and time. The Company shall follow the procedures for appointments pursuant to OAC Rule 4901:1-13-05(C).
14. **Turning Gas On:** The Industrial Gas Service Customer, after making proper application for service, shall notify the Company when it desires service to be

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established. In no case shall such Customer, or its agent or employee, turn on the gas supply to Customer's facilities at the curb or meter cock.

15. **Service Not Transferable:** No person may commence the use of gas until after making application therefore. Any successor in interest to an Industrial Gas Service Customer, including without limitation, assignees, trustees, receivers, and conservators, shall be deemed to be a person who must make application for service and shall have thirty days in which to make application.
16. **Continuity of Service:** The Industrial Gas Service Customer shall arrange for sufficient gas to be delivered into Company's system on an hourly basis. Subject to that requirement and subject to the physical and operating characteristics of Company's gas supply facilities, the Company shall make reasonable provision to supply gas in sufficient quantity and at adequate or uniform pressure, but does not guarantee constant supply or adequate pressure. The Company shall not be liable in damages for failure to supply gas or for interruptions in service, and shall be relieved of its obligations to serve and may discontinue or modify service, if such failure or interruption is due to acts of God, or the public enemy, military action, wars, insurrections, riots, civil disturbances, vandalism, strikes, fires, floods, washouts, explosions, acts or orders of any civil, judicial or military authorities, failure of gas supply or gas facilities, and without limitation by the foregoing, accidents, contingencies or other causes beyond the control of the Company.

Without incurring any liability therefore, the Company may also suspend service after reasonable notice, for such period as may be reasonably necessary to make repairs to or changes in its gas supply systems or other property.

17. **Quality of Gas:** The Company's supply of natural gas is received principally from the interstate gas transmission system. Thus, the heating value and specific gravity of gases received may vary between Receipt Points from day to day. These variations are beyond the control of the Company, which can only dispatch the gases received. Pursuant to 4933.06 of the Revised Code, except as otherwise provided in arrangements approved under section 4905.31 of the

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Revised Code, natural gas delivered to Industrial Gas Service Customers shall have a heating value of not less than that specified in section V.3 of these Rules and Regulations (Industrial Gas Service – Transportation Gas Service Only) when measured in the laboratory by direct heat release or by chemical composition, according to the procedures of the American Society for testing and materials or other recognized analytical methods in effect on the effective date of this section.

18. **Service Not to be Disturbed:** No Customer of Industrial Gas Service shall attach or use any appliance which may result in the injection of air, water, or other foreign matter into the Company's lines; and, without prior approval from the Company. No such Customer shall attach or use any appliance which will increase or decrease the pressure in the Company's lines intermittently to such extent as to interfere with continuous service to other Customers.
19. **No Customer Shall Sell to Another:** The Customer of Industrial Gas Service shall not supply or sell gas for use in any location or by any person other than that specified in the application for service or as specified in the Customer's Service Agreement.
20. **Access to Premises:** The Company and its authorized employees shall have access at all reasonable times to Company's facilities and at all of the premises in which gas supplied by the Company is used or is to be used. The Company's employees and agents seeking access to the Customer's or landlord's premises shall, upon request, identify himself/herself and state the reasons for visit.
21. **Customer's Responsibility:** Unless agreed otherwise, the Industrial Gas Service Customer assumes all responsibility for the Customer Service Line and all property owned by the Customer on Customer's side of the meter at the Delivery Point, for the service supplied or taken, as well as for the installation and appliances used in connection therewith, and will save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on Customer's side of the meter at the Delivery Point.

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22. **Right-of-Way and Line:** The Industrial Gas Customer, without reimbursement, will make or procure conveyance to the Company of right-of-way and installed lines satisfactory to it across property between Company's main lines and Customer's property at the location where service is to be furnished, including property owned or controlled by Customer for Company's supply mains, extensions thereof, or appurtenances necessary for or incidental to the supplying of service to Customer. Subject to the Customer reimbursement as may be required by the Company in the Service Agreement, the Company will make or procure conveyance of other rights-of-ways that may be necessary for or incidental to the supplying of service to the Customer.
23. **Customer Shall Satisfactorily Secure Account:** Subject to the requirements of ORC § 4933.17 and any contrary terms in the Service Agreement, the Company may require an Industrial Gas Service Customer to satisfactorily secure an account unless other arrangements are made. Customer's obligation to satisfactorily secure an account can be based upon, but not limited to, a determination by the Company that Customer's current financial or credit status will not support the level of service contracted for, in which case the Company may request that the Customer post the appropriate amount of collateral. Collateral may be in the form of a prepayment, cash deposit, letter of credit, creditworthy parent guarantee or other security acceptable to the Company. The Company reserves the right to review the Customer's credit worthiness at any time. Upon request, but not more than twice in any 12-month period, the Customer must provide current financial information. Upon acceptance of a cash deposit, the Company shall furnish a receipt showing the name of the Customer, the address of the premises, the billing address, a statement as to the interest rate to be paid, the length of time the deposit will be held in order to qualify for interest, and the conditions for refunding the deposits.
24. **Right to Shut Off Gas:** After reasonable notice, the Company shall have the right to discontinue service and the right to disconnect and remove from the premises of any Customer the meter and any other property belonging to the Company for any of the following reasons or purposes:

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- (1) Refusing access;
- (2) Non-payment of bills for gas or transportation, when due;
- (3) Failure to furnish or maintain required security;
- (4) Non-use of gas or transportation service;
- (5) Theft of service, tampering of property, or fraudulent representation or practice;
- (6) Whenever deemed necessary by the Company for safety reasons;
- (7) Violation of any of these Rules and Regulations or any written Service Agreement;
- (8) Customer request;
- (9) Customer vacates premises;
- (10) When a safety hazard or emergency may threaten the health and safety of others or other property;
- (11) When the use of gas adversely affects the service of others;
- (12) Violation of law; and
- (13) Failure to comply with a contract or tariff.

The Company shall follow the provisions of OAC Rule 4901:1-13-09 in the event of disconnection of service for tampering or unauthorized reconnection or for disconnection of service for fraudulent practice.

25. **Reconnection of Service:** Unless an Industrial Gas Service Customer requests or agrees otherwise, the Company shall reconnect service by the close of the following regular working day after it receives full amount in arrears for which service was disconnected and receives any deposit required and any tariff charges, and agrees with the Customer on a deferred payment plan and already received a payment (if required under the plan) as well as any required deposit or tariff charges, or the Customer establishes that the conditions that warranted disconnection of service have been eliminated.
26. **Records and Accounts:** The Company shall maintain and retain records consistent with OAC Rules 4901:1-13-03 and Appendix A to OAC Rule 4901:1-9-06. The company shall keep its books of accounts and records in accordance

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with the Uniform System of Accounts as required by the Public Utilities Commission of Ohio prescribed by to OAC Rule 4901:1-13-13.

27. **Other Regulatory Duties and Obligations:** With respect to service to Industrial Gas Service Customers, the Company shall follow the requirements of Rules 4901:1-13-01 through 04, Rule 4901:1-13-05(A)(3)(a) and (d) and (B) through (E), Rules 4901:1-13-06 through 4901:1-13-07 and Rules 4901:1-13-09 through 4901:1-13-14 of the OAC.

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**V. Rate Schedules**

**1. Residential Gas Service**

[Reserved]

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**V. Rate Schedules, continued**

**2. General Gas Service**

**[Reserved]**

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**V. Rate Schedules, continued**

**3. Industrial Gas Service – Transportation Gas Service Only**

Availability.

Available for Industrial Gas Service to the extent of Company's gas supply facilities in all territory where Company's gas supply facilities are located, to Customers who contract for gas service under the terms and conditions stated herein, who execute a Service Agreement, and subject to the Rules and Regulations filed by the Company from time to time with the Public Utilities Commission of Ohio and any subsequent revision(s) thereof, and to the lawful orders of regulatory authorities having jurisdiction.

Applicability.

Transportation of Industrial Gas Service pursuant to these Rules and Regulations is available to all Customers who sign a Service Agreement with the Company, demonstrate that they have the ability to tender natural gas to the Receipt Point(s), and have made suitable arrangements for such tendered volumes to be received at the Delivery Point(s) called for in the Service Agreement.

Term.

Customers of Industrial Gas Service who elect to request transportation only service will be required to execute a written Service Agreement prior to the commencement of any transportation service. Unless otherwise agreed, Service Agreements for transportation service shall provide for a primary term of one (1) year, continuing thereafter on a month to month basis subject to cancellation by the Company or the Customer on 30 days' written notice or as otherwise agreed by Company.

Types of Transportation Service and Capacity.

The Company shall offer Firm service if the Company using good industry

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practice believes it has sufficient pipeline capacity available after accounting for the projected demand of the existing Firm service load. The Company shall offer Interruptible service to all Industrial Gas Service Customers who request such service, meet the Rules and Regulations standards and execute a Service Agreement.

Where the Company has agreed to provide an Industrial Gas Service Customer with Firm transportation service, the Service Agreements shall specify the Company's pipeline capacity allocated to and reserved on behalf of the Customer for redelivery of the Customer's supply in terms of the MDQ that can be tendered to the Receipt Point(s) on a daily basis, and the maximum amount which can be transported to a particular Delivery Point. A Customer may have several Delivery Points, but the aggregate of the daily Firm accessible Delivery Points must equal or exceed the Receipt Point(s) MDQ, adjusted for Shrinkage.

The Company shall have no obligation to accept any Nomination in excess of the Customer's MDQ. Should the Company have firm capacity available for a month or less it shall post the amount and delivery points on its internet website. Customers may request Short Term Firm Service if such capacity is available in accordance with these Rules and Regulations.

Delivery and Transportation.

The Industrial Gas Service Customer shall arrange with its gas suppliers to have gas tendered to the Receipt Point(s) for delivery to the Delivery Point(s) in a volume designed to match the Customer's nomination at the Delivery Point(s) plus Shrinkage for each Day in an amount not to exceed the Customer's MDQ. The Company shall then redeliver, on a firm basis, tendered quantities, less the Company's Shrinkage, to the Customer at the Delivery Point(s) as specified in the Customers Service Agreement. Transportation service under the Service Agreement shall be governed by: 1) the Service Agreement; 2) these Rules and Regulations; and 3) the rules and orders of the Commission.

For planning purposes, the Customer shall provide Written Notice, at least three

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(3) business days prior to the start of each calendar Month, to the Company of the amount of gas it forecasts to transport during the upcoming Month.

The Customer shall submit its Nomination to the Company by no later than 11:30 am Central Clock Time for gas flow the following day. This Nomination should correspond to scheduled deliveries the Customer makes on the upstream interstate pipeline and to the applicable Delivery Point(s). Should the Customer desire to modify its Nomination either on the current Day or after the Nomination deadline for gas flow the following day, the Company shall make every attempt to accommodate the Customer's request provided the Company can confirm such quantities with the upstream pipeline at the Receipt Point(s) and at the Delivery Point(s).

After the Customer delivers gas or causes gas to be delivered to the Company at the Receipt Point(s) specified in the Service Agreement, the Company shall be deemed to be in control and possession of the gas until thermally equivalent quantities (less Shrinkage) are redelivered to the Customer or for the account of the Customer at the Delivery Point(s). The Customer shall have no responsibility with respect to any gas deliverable by the Company or on account of anything, which may be, done, happen, or arise with respect to such gas until the Company delivers such gas to the Customer or for the account of the Customer. The Company shall have no responsibility with respect to such gas before the Customer delivers or causes such gas to be delivered to the Company or after the Company redelivers such gas to the Customer or for the account of the Customer, or on account of anything which may be done, happen, or arise with respect to such gas before such delivery or after such redelivery.

The Company has the capability of determining in advance if short-term firm capacity will exist on its system for specified future dates, and the technical ability to make short-term arrangements. An existing shipper or a member of the general public may request Short-Term Firm Transport Service. Such service will be available on a non-discriminatory basis. The Company will post its available firm capacity on a daily basis up to one month in advance on its Internet website. The Company will make its short-term firm capacity available at a posted price that

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reflects market prices, but does not exceed one and a half times the maximum transportation rate as set forth in this tariff which has been approved by the Commission. To make full use of available short-term firm capacity, the Company may accept less than the posted price to avoid the capacity from otherwise being underutilized. If the short term firm capacity is over subscribed at the posted price, it should be awarded on a pro rata basis.

Existing Customers or those who have pre-qualified must contact Company and place an order for the desired dates and amount of short-term firm capacity desired. If capacity is available, the Company and the Customer will execute a Service Agreement, or, if an existing contract is in place, the Company will confirm the transaction by sending a written confirmation to the Customer.

The Company will continue to offer Interruptible service, which would consist of unutilized capacity after both the season, firm and short-term firm Customers' contract transport has been accommodated.

Shrinkage. Unless otherwise agreed, the Industrial Gas Service Customer shall have the right to retain, pursuant to these Rules and Regulations, 100% of the gas delivered to the Receipt Point(s), less the Shrinkage.

Monthly Charges.

Sheet No. 30, Transportation Charge

Imbalances. The following shall apply unless otherwise agreed to by the Parties in an executed Service Agreement approved by the Commission:

An Industrial Gas Service Customer shall be entitled to take, at the Delivery Point(s) on a daily basis the tendered quantity at the Receipt Point(s) minus the Shrinkage. The Service Agreement shall set out the time period in which the volumes tendered minus the Shrinkage will be balanced against the volumes taken at the Delivery Point(s). When the amount of natural gas tendered at the Receipt Point(s) minus the Shrinkage exceeds the amount redelivered to the Delivery Point(s) for the period of time listed in the Service Agreement for

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balancing, then the Company may either carryover the overdelivery for subsequent redelivery at a specified time, or cash-out the imbalance by paying the Customer the Cash-out Price for each Dth minus a percentage penalty as determined from the chart below for the surplus amount. If the amount of natural gas tendered to the Receipt Point(s) minus the Shrinkage for the period of time listed in the Service Agreement for balancing is less than the amount of natural gas taken by the Customer at the Delivery Point(s), then the Customer shall be cashed out by paying the Company the Cash-out Price for each Dth plus a percentage penalty as determined from the chart below for the amount the Customer has underdelivered.

<u>Percentage Imbalance Level</u>	<u>Penalty</u>
0-5%	No penalty for cash-outs
5-10%	Ten Percent (10%) penalty fee on all Dth cashed out
10-15%	Fifteen Percent (15%) penalty fee on all Dth cashed-out
>15-%	Twenty Percent (20%) penalty fee on all Dth cashed-out
>20%	Thirty Percent (30%) penalty fee on all Dth cashed out

Title to Gas. Any Industrial Gas Service Customer taking transportation only service pursuant to this schedule warrants that it or its gas supplier will have title to the gas delivered to Company free and clear of all claims, liens and encumbrances, and covenants and agrees to indemnify and hold harmless Company from all suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorneys fees, expenses and liabilities arising from or attributable to the adverse claims of any and all other persons or parties to such gas.

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Operational Flow Orders. In the event any one of the following occur: 1) any upstream interstate pipeline supplying the Company declares a Force Majeure event or an operational flow order; 2) the Commission or the Governor declare an energy emergency; or 3) if weather and usage conditions create a situation in which the Company reasonably believes that it cannot accommodate an imbalance from the Industrial Gas Service Customer, the Company may issue an Operational Flow Order. During an Operational Flow Order the Customer may only tender and receive those volumes which the Company believes the Customer can actually both tender to the Receipt Point(s) and receive at the Delivery Point(s) on a daily basis. The Company will use its best efforts to avoid an Operational Flow Order if reasonably possible, and maintain the Operational Flow Order for as limited a period of time as is reasonably possible.

Quality. The gas made available to Company by the Industrial Gas Service Customer for redelivery shall be of quality at least equal to the quality specifications of the upstream pipeline interconnect with the Receipt Point(s). The gas delivered by the Company to the Customer at the Delivery Point(s) shall be odorized with mercaptan, shall be of interstate pipeline quality and shall, at a minimum, be commercially free from oil, water, air, salt, dust, gum, gum-forming constituents, harmful or noxious vapors, or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment at the Delivery Points or downstream of the Delivery Points.

The gas shall not contain in excess of:

Seven (7) pounds of water per million cubic feet of gas;

Four percent (4%) by volume of a combined total to carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed one and twenty-five one hundredths percent (1.25%) by volume;

Twenty five hundredths (0.25) grains of hydrogen sulfide per one hundred (100) feet of gas; and

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Ten (10) grains of total sulfur per one hundred (100) cubic feet of gas.

The gas delivered shall have a Heating Value of not less than 1,000 BTU per standard cubic foot.

Billing.

On or before the tenth (10<sup>th</sup>) day of each calendar month, the Company shall render to the Industrial Gas Service Customer a statement setting forth the total quantity of gas nominated by the Customer and confirmed by the Company pursuant to these Rules and Regulations during the immediately preceding Month, the billing rate and the amount due.

Termination of Transportation Only Service.

The Company, at its sole election, may terminate or suspend service under this schedule in the event the Industrial Gas Service Customer failed to cause its gas supply made available to Company at the Receipt Point(s) to match the gas supply consumed at the Delivery Point(s). The imbalance charges specified herein shall not be construed as Company's exclusive remedy in the event that Customer fails to fulfill its balancing obligations. In addition, nothing herein shall preclude Company from waiving an imbalance rate or charge provided Customer has undertaken reasonable efforts to eliminate the imbalance condition, the frequency and magnitude of the imbalance condition does not, in the Company's judgment, indicate Customer is utilizing the imbalance to obtain an economic advantage related to the cost of natural gas or transportation and related services or the imbalance condition does not disadvantage other customers or Company.

If the Company believes that the Industrial Gas Service Customer may be creating imbalances on the Company's system in order to obtain an economic advantage, it will notify the Customer and any involved marketer in writing of such belief and the Customer must respond within five (5) Business days. If, after the Customer responds, the Company concludes that the Customer has engaged

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in such imbalance activity, the Company may terminate or suspend transportation service.

Any termination of service under the prior two paragraphs will require five (5) Business days written notice to the Customer, after which time period, the Company may terminate service.

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**V. Rate Schedules, continued**

4. **Transportation Charge:** The rates and charges for transportation services will be established pursuant to the Industrial Gas Service Customer's Service Agreement to be submitted to the Commission for approval under Section 4905.31, Revised Code. The maximum transportation rate will not exceed \$1.25 per Dth and the minimum transportation rate will not be lower than the variable cost of service.

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**V. Rate Schedules, continued**

**5. Commodity Charge: [Reserved]**

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