VECTREN ENERGY DELIVERY OF OHIO, INC.

TARIFF FOR GAS SERVICE

P.U.C.O. No. 3

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Filed pursuant to the Finding and Order dated January 7, 2009 in Case No. 07-1080-GA-AIR of The Public Utilities Commission of Ohio.

Issued February 17, 2009 Issued by Jerrold L. Ulrey, Vice-President Effective February 22, 2009

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LOCATIONS SERVED

Anna
Ansonia
Arcanum
Beavercreek
Bellbrook
Belle Center
Bellefontaine
Bloomingburg
Botkins
Bowersville
Bradford
Brookville
Camden
Casstown
Castine
Cedarville
Centerville
Christiansburg
Clayton
Clifton
Corwin
Covington
Dayton
Degraff
Drexel *
Eaton
Eldorado
Englewood
Fairborn
Farmersville
Fort Loramie
Franklin
Frederick *
Germantown
Gettysburg
Gordon
Greenfield
Greenville
Hardin *
Hollansburg
Houston *
Huber Heights
Huntsville
Ithaca
Jackson Center
Jamestown
Jeffersonville
Kettering
Lakeview
Lebanon
Lewisburg
Lewistown *
London
Ludlow Falls
Medway *
Melvin *
Miamisburg
Minster
Moraine
Mt. Sterling
New Bremen
New Carlisle
New Holland
New Knoxville
New Lebanon
New Madison
New Paris
North Hampton
Oakwood
Palestine
Pancoastburg *
Park Layne Manor *
Phillipsburg
Piqua
Pleasant Hill
Port William
Quincy
Reesville *
Riverside
Russels Point
Russia
Sabina
Sedalia
Sidney
St. Paris
South Charleston
South Solon
Spring Valley
Springboro
Springfield
Staunton *
Tipp City
Trotwood
Troy
Union
Urbana
Vandalia
Versailles
Washington Court House
Waynesville
West Alexandria
West Carrollton
West Liberty
West Manchester
West Milton
Wilberforce *
Wilmington
Xenia
Yellow Springs

* Unincorporated

RATE 310
RESIDENTIAL DEFAULT SALES SERVICE

APPLICABILITY

This Rate Schedule is applicable to any Residential Customer:
(1) Who is currently enrolled in Company's Percentage of Income Payment Plan (PIPP); or
(2) Who is ineligible for service under Rate 315.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Sales Service.

Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Monthly Charge:
$18.37 per meter

Riders:
The following Riders shall be applied monthly:

- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 39 – Uncollectible Expense Rider
- Sheet No. 40 – Percentage of Income Payment Plan Rider
- Sheet No. 41 – Exit Transition Cost Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 43 – Sales Reconciliation Rider – A
- Sheet No. 44 – Standard Choice Offer Rider
- Sheet No. 45 – Distribution Replacement Rider
- Sheet No. 46 – Energy Efficiency Funding Rider

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Monthly Charge.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

TERMS AND CONDITIONS

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and Commission's Regulations.

RATE 311
RESIDENTIAL STANDARD CHOICE OFFER SERVICE

APPLICABILITY

This Rate Schedule shall be available to any Residential Customer electing service hereunder when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

This Rate Schedule shall not be available to any Residential Customer:
(1) Who is currently enrolled in Company's Percentage of Income Payment Plan (PIPP); or
(2) Who is ineligible for service under Rate 315.

Customers described above shall be served under Rate 310, Residential Default Sales Service.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of SCO Service. Customer's gas supply under SCO Service shall be provided by an SCO Supplier, who shall be identified on Customer's bill.

Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Monthly Charge:
$18.37 per meter

Riders:
The following Riders shall be applied monthly:

- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 39 – Uncollectible Expense Rider
- Sheet No. 40 – Percentage of Income Payment Plan Rider
- Sheet No. 41 – Exit Transition Cost Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 43 – Sales Reconciliation Rider – A
- Sheet No. 44 – Standard Choice Offer Rider
- Sheet No. 45 – Distribution Replacement Rider
- Sheet No. 46 – Energy Efficiency Funding Rider

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Monthly Charge.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

TERMS AND CONDITIONS

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and Commission's Regulations.

RATE 315
RESIDENTIAL TRANSPORTATION SERVICE

APPLICABILITY

This Rate Schedule shall be available to any Residential Customer electing service hereunder when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers. However, this Rate Schedule shall not be available to any Customer whose utility service account is past due at the time Customer desires to initiate this service unless Customer has discharged, or entered into a payment arrangement to discharge all existing arrearages owed to Company.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service. Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Customer, except for PIPP Pool Customers, must enter into a contract for firm gas supplies with a Choice Supplier who meets the requirements for participation in Pooling Service (Residential and General) under Rate 385. Company will maintain and make available a list of Choice Suppliers participating in the Pooling Program. Such list shall be available by request and through Company's website.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Monthly Charge:
$18.37 per meter

Riders:
The following Riders shall be applied monthly:

- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 39 – Uncollectible Expense Rider
- Sheet No. 40 – Percentage of Income Payment Plan Rider
- Sheet No. 41 – Exit Transition Cost Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 43 – Sales Reconciliation Rider – A
- Sheet No. 45 – Distribution Replacement Rider
- Sheet No. 46 – Energy Efficiency Funding Rider

RATE 315
RESIDENTIAL TRANSPORTATION SERVICE

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Monthly Charge.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

BILLING

Company shall bill Customer for all Gas Services provided by Company. Choice Suppliers have the option of either: (1) Company providing billing for Choice Suppliers' services to Customer, or (2) Choice Supplier may bill for those services independently.

TERMS AND CONDITIONS

Choice Supplier Selection:
In order to receive Gas Service under this Rate Schedule, Customer must join a Pool of a Choice Supplier participating in Company's Pooling Program. When Company receives appropriate notification of Customer's request to participate in the Pooling Program, the change shall become effective with Customer's next on-cycle meter reading after Customer's Enrollment Processing Period.

Transfer to SCO Service Upon Choice Supplier Default:
As set forth in Sheet No. 52, if Customer's Choice Supplier defaults and Customer is not assigned to a non-defaulting Choice Supplier, Customer will transfer to SCO Service.

Disconnection for Non-Payment of Choice Bill:
Non-payment of the Choice Supplier services portion of the bill shall subject Customer currently receiving Gas Service under this Rate Schedule to disconnection as explained in Section 4 of Company's General Terms and Conditions.

Customer Usage Information Release:
When Company receives a request from Customer for historic usage information, the usage information for the most recent twelve (12) months and payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer.

Regulations:
Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and Commission's Regulations.

RATE 320
GENERAL DEFAULT SALES SERVICE

APPLICABILITY

This Rate Schedule is applicable to any Non-Residential Customer whose Annual Usage is less than 150,000 Ccf and who is ineligible for service under Rate 325.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Sales Service.

Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge:
Group 1: $20.00 per meter
Group 2: $40.00 per meter
Group 3: $80.00 per meter

Volumetric Charge:
$0.07873 per Ccf for all Ccf

Riders:
The following Riders shall be applied monthly:

- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 39 – Uncollectible Expense Rider
- Sheet No. 40 – Percentage of Income Payment Plan Rider
- Sheet No. 41 – Exit Transition Cost Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 43 – Sales Reconciliation Rider – A
- Sheet No. 44 – Standard Choice Offer Rider
- Sheet No. 45 – Distribution Replacement Rider
- Sheet No. 46 – Energy Efficiency Funding Rider

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Customer Charge.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

RATE 320
GENERAL DEFAULT SALES SERVICE

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures of Company's General Terms and Conditions. Except in emergencies, Company will endeavor to give four hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or because of the lack of advance notice to Customer.

If Customer uses gas in excess of the volume authorized during any Curtailment Period, an Unauthorized Gas Usage Charge as set forth in Sheet No. 30, Miscellaneous Charges, shall be assessed to Customer.

In the event Customer fails to comply with Company's direction to curtail, Company reserves the right to discontinue Gas Service to Customer.

TERMS AND CONDITIONS

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and Commission's Regulations.

RATE 321
GENERAL STANDARD CHOICE OFFER SERVICE

APPLICABILITY

This Rate Schedule shall be available to any Non-Residential Customer electing service hereunder whose Annual Usage is less than 150,000 Ccf when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

This Rate Schedule shall not be available to any Non-Residential Customer who is ineligible for service under Rate 325, which Customer shall be served under Rate 320, General Default Sales Service.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of SCO Service. Customer's gas supply under SCO Service shall be provided by an SCO Supplier, who shall be identified on Customer's bill.

Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge:
Group 1: $20.00 per meter
Group 2: $40.00 per meter
Group 3: $80.00 per meter

Volumetric Charge:
$0.07873 per Ccf for all Ccf

Riders:
The following Riders shall be applied monthly:

- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 39 – Uncollectible Expense Rider
- Sheet No. 40 – Percentage of Income Payment Plan Rider
- Sheet No. 41 – Exit Transition Cost Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 43 – Sales Reconciliation Rider – A
- Sheet No. 44 – Standard Choice Offer Rider
- Sheet No. 45 – Distribution Replacement Rider
- Sheet No. 46 – Energy Efficiency Funding Rider

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Customer Charge.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

RATE 321
GENERAL STANDARD CHOICE OFFER SERVICE

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures of Company's General Terms and Conditions. Except in emergencies, Company will endeavor to give four hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or because of the lack of advance notice to Customer.

If Customer uses gas in excess of the volume authorized during any Curtailment Period, an Unauthorized Gas Usage Charge as set forth in Sheet No. 30, Miscellaneous Charges, shall be assessed to Customer.

In the event Customer fails to comply with Company's direction to curtail, Company reserves the right to discontinue Gas Service to Customer.

TERMS AND CONDITIONS

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and Commission's Regulations.

RATE 325
GENERAL TRANSPORTATION SERVICE

APPLICABILITY

This Rate Schedule shall be available to any Non-Residential Customer electing service hereunder whose Annual Usage is less than 150,000 Ccf when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers. However, this Rate Schedule shall not be available to any Customer whose utility service account is past due at the time Customer desires to initiate this service unless Customer has discharged, or entered into a payment arrangement to discharge all existing arrearages owed to Company.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service. Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Customer must enter into a contract for firm gas supplies with a Choice Supplier who meets Company's requirements for participation in Pooling Service (Residential and General) under Rate 385. Company will maintain and make available a list of Choice Suppliers participating in the Pooling Program. Such list shall be available by request and through Company's website.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge:
Group 1: $20.00 per meter
Group 2: $40.00 per meter
Group 3: $80.00 per meter

Volumetric Charge:
$0.07873 per Ccf for all Ccf

Riders:
The following Riders shall be applied monthly:

- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 39 – Uncollectible Expense Rider
- Sheet No. 40 – Percentage of Income Payment Plan Rider
- Sheet No. 41 – Exit Transition Cost Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 43 – Sales Reconciliation Rider – A
- Sheet No. 45 – Distribution Replacement Rider
- Sheet No. 46 – Energy Efficiency Funding Rider

RATE 325
GENERAL TRANSPORTATION SERVICE

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Customer Charge.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

BILLING

Company shall bill Customer for all services provided by Company. Choice Suppliers have the option of either: (1) Company providing billing to Customer for Choice Suppliers' services, or (2) Choice Supplier may bill for those services independently.

TERMS AND CONDITIONS

Choice Supplier Selection:
In order to receive Gas Service under this Rate Schedule, Customer must join a Pool of a Choice Supplier participating in Company's Pooling Program. When Company receives appropriate notification of Customer's request to participate in the Pooling Program, the change shall become effective with Customer's next on-cycle meter reading after Customer's Enrollment Processing Period.

Transfer to SCO Service Upon Choice Supplier Default
As set forth in Sheet No. 52, if Customer's Choice Supplier defaults and Customer is not assigned to a non-defaulting Choice Supplier, Customer will transfer to SCO Service.

Disconnection for Non-Payment of Choice Bill:
Non-payment of the Choice Supplier services portion of the bill shall subject Customers currently receiving Gas Service under this Rate Schedule to disconnection as explained in Section 4 of the Company's General Terms and Conditions.

Customer Usage Information Release:
When Company receives a request from Customer for historic usage information, the usage information for the most recent twelve (12) months and the payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer.

RATE 325
GENERAL TRANSPORTATION SERVICE

Metering:
If Company determines that remote meter reading equipment is needed to monitor Customer's usage on a daily basis in order to ensure reasonable accuracy for Company's forecast of the Peak Design Day Demand, Expected Demand, and corresponding Directed Delivery Quantity of the Pool containing such Customer, then Company shall install such remote meter reading equipment and provide the necessary interface with its meters. Customer shall be responsible for the installation and operating and maintenance costs of electric and telephone services, as specified by Company. The availability of the necessary electric and telephone service equipment must be present at Customer's meter location prior to the installation of Company's remote meter reading equipment. Failure by Customer to adequately install and maintain the necessary electric and telephone service will result in termination of its Gas Service under this Rate Schedule.

Regulations:
Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and Commission's Regulations.

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures of Company's General Terms and Conditions. Except in emergencies, Company will endeavor to give four hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or because of the lack of advance notice to Customer.

If Customer uses gas in excess of the volume authorized during any Curtailment Period, an Unauthorized Gas Usage Charge as set forth in Sheet No. 30, Miscellaneous Charges, shall be assessed to Customer.

In the event Customer fails to comply with Company's direction to curtail, Company reserves the right to discontinue Gas Service to Customer.

RATE 341
DUAL FUEL STANDARD CHOICE OFFER SERVICE

APPLICABILITY

This Rate Schedule is available to any Non-Residential Customer electing service hereunder whose Spaceheating equipment has a rated input in excess of 2,500,000 Btu per hour when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers. **This Rate Schedule is closed to new customers and loads.**

CHARACTER OF SERVICE

This Rate Schedule is applicable to the provision of SCO Service, as described in the Dual Fuel Terms and Conditions below. Customer's gas supply under SCO Service shall be provided by an SCO Supplier, who shall be identified on Customer's bill.

Gas Service under this Rate Schedule shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises. Customer, and owner if other than Customer, shall enter into and comply with the terms and conditions of a contract with Company.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge:
$50.00 per meter

Volumetric Charge:
$0.02372 per Ccf for all Ccf of Process or Base Deliveries (as defined below), plus
$0.01762 per Ccf for all Ccf of Dual Fuel Deliveries (as defined below)

Riders:
The following Riders shall be applied monthly:

- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 39 – Uncollectible Expense Rider
- Sheet No. 40 – Percentage of Income Payment Rider
- Sheet No. 41 – Exit Transition Cost Rider
- Sheet No. 42 – S. B. 287 Excise Tax Rider
- Sheet No. 44 – Standard Choice Offer Rider
- Sheet No. 45 – Distribution Replacement Rider

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Customer Charge.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

RATE 341
DUAL FUEL STANDARD CHOICE OFFER SERVICE

PROCESS OR BASE DELIVERIES

1. The process or base deliveries for billing purposes shall mean Customer's average monthly use during the four consecutive summer billing months beginning with the June billing month.
2. Process or base deliveries for billing purposes shall be recalculated annually. In the case of a Customer whose process or base gas using equipment was not operated during the preceding summer process or base delivery period in a manner representative of its requirements in the remaining eight months, a process or base use value shall be estimated by Company.

DUAL FUEL DELIVERIES

Dual fuel deliveries for billing purposes shall mean all deliveries in excess of Customer's process or base deliveries, and shall be limited to deliveries made during the eight consecutive billing months following the close of Customer's summer process or base delivery period.

CONTRACT

Customer must contract for Gas Service under this Rate Schedule for an initial term of one (1) year, or longer if necessary in the judgment of Company to justify the construction costs required to supply Gas Service. At the expiration of its initial term such contract shall continue from year to year thereafter, unless such contract is cancelled by either party by six (6) months prior written notice.

DUAL FUEL TERMS AND CONDITIONS

Upon written application, any gas Customer whose Spaceheating equipment for any single structure or occupancy unit has a rated input in excess of 2,500,000 Btu per hour will be authorized, subject to the conditions set forth below, to use gas in Spaceheating equipment which is designed to use natural gas supplied by Company for Spaceheating during the warmer weather of the winter and an alternate fuel (either liquefied petroleum (propane) gas or oil) during the colder weather of the winter and which equipment will be switched from one fuel to the other automatically by a temperature control actuated by outside temperature.

A. Before natural gas supplied by Company may be used by Customer for Spaceheating:

1. Customer must have installed storage facilities and must maintain therein a quantity of alternate fuel, which will be sufficient, in the opinion of Company, to supply Customer's spaceheating requirements on a dual fuel basis for each heating season.

2. Customer must have installed dual fuel Spaceheating equipment of a type approved by Company.

3. Customer must have installed automatic outside temperature control equipment to be sealed by Company, of a type approved by Company and at a point selected by Company, and set to switch automatically Customer's Spaceheating equipment from natural gas to an alternate fuel when the outside temperature is below a certain predetermined temperature to be established by Company, and to switch such Spaceheating equipment from such alternate fuel to natural gas when the outside temperature is approximately five degrees above such predetermined temperature.

RATE 341
DUAL FUEL STANDARD CHOICE OFFER SERVICE

4. All such dual fuel Spaceheating and outside temperature control equipment, storage facilities and necessary piping shall be installed in such a manner as to comply with the requirements of all applicable state and local laws, ordinances and codes and shall have been approved under all applicable state and local inspection laws, ordinances, rules and regulations.

B. Customer will maintain and keep in proper operating condition such Spaceheating and temperature control equipment, and Company will not be responsible for the proper operation of the same.

C. Customer will not, without the consent of Company, change, manipulate, or tamper with such Spaceheating and temperature control equipment in such a way that the Spaceheating equipment is not automatically switched to and from the alternate fuel at the predetermined temperatures.

D. In the event that Customer's control equipment shall fail, because of mechanical failure, human interference, or otherwise, to switch Customer's Spaceheating equipment from and to natural gas supplied by Company, Customer may be charged by Company for all Gas Service until the next heating season under Company's otherwise applicable Standard Choice Offer Service Rate Schedule instead of this Rate Schedule.

E. Upon breach by Customer of any of the above covenants and conditions relating to the use of natural gas for Spaceheating, Company shall have the right to cancel such approval for the use of gas for Spaceheating on a dual fuel basis at said Premises and upon such cancellation all Gas Service to Customer at said location shall be paid for at the applicable Standard Choice Offer Service Rate Schedule until proper steps approved by Company have been taken by Customer to assure that natural gas supplied by Company will be used by Customer at said Premises in accordance with the foregoing Dual Fuel Terms and Conditions.

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures of Company's General Terms and Conditions. Except in emergencies, Company will endeavor to give four hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or because of the lack of advance notice to Customer.

If Customer uses gas in excess of the volume authorized during any Curtailment Period, an Unauthorized Gas Usage Charge as set forth in Sheet No. 30, Miscellaneous Charges, shall be assessed to Customer.

In the event Customer fails to comply with Company's direction to curtail, Company reserves the right to discontinue Gas Service to Customer.

TERMS AND CONDITIONS

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and Commission's Regulations.

RATE 345
LARGE GENERAL TRANSPORTATION SERVICE

APPLICABILITY

This Rate Schedule is available to any Non-Residential Customer electing service hereunder whose Annual Usage is greater than 50,000 Ccf and less than 500,000 Ccf, and whose Maximum Daily Usage is less than 10,000 Ccf, and to certain other Non-Residential Customers who were receiving service hereunder prior to March 1, 2005, when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service. Gas Service hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Company shall provide Transportation Service from existing pipeline delivery points specified by Company to Customer on a non-discriminatory basis subject to the capacity of Company's Operational Systems.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge:
$150.00 per meter

Volumetric Charge:
$0.10004 per Ccf for the first 15,000 Ccf, plus
$0.08814 per Ccf for all Ccf over 15,000 Ccf

Riders:
The following Riders shall be applied monthly:

- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 45 – Distribution Replacement Rider

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Customer Charge.

Additional Services Charges:
Customer shall pay the appropriate rates and charges for any additional service provided by Company, as described in the Transportation Terms and Conditions (Large General and Large Volume), and any charge assessed in accordance with orders issued by Commission relating to take-or-pay, transition, or other costs.

RATE 345
LARGE GENERAL TRANSPORTATION SERVICE

Competitive Flexibility:
The above Rates and Charges may be reduced, in Company's reasonable discretion, as necessary to retain or attract Customer's gas load.

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

CONTRACT

Customer must contract for Gas Service under this Rate Schedule for an initial term of one (1) year or longer if necessary in the judgment of Company to justify the construction costs required to supply the Gas Service. At the expiration of its initial term such contract shall continue from year to year thereafter, unless either party cancels such contract by six (6) months prior written notice.

TRANSPORTATION TERMS AND CONDITIONS

Gas Service provided under this Rate Schedule shall be subject to the Transportation Terms and Conditions (Large General and Large Volume) contained in Sheet No. 50 and the Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator) contained in Sheet No. 51.

MEASUREMENT REQUIREMENT

Customer shall provide and maintain on the Premises at the meter location telephone service as required for Company's electronic gas measurement devices and related communications equipment. If Customer's telephone line is frequently not available when Company seeks to obtain measurement data, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures of Company's General Terms and Conditions. Except in emergencies, Company will endeavor to give four hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or because of the lack of advance notice to Customer.

If Customer uses gas in excess of the volume authorized during any Curtailment Period, an Unauthorized Gas Usage Charge as set forth in Sheet No. 30, Miscellaneous Charges, shall be assessed to Customer. In the event Customer fails to comply with Company's Curtailment, Company reserves the right to discontinue Gas Service to Customer.

RATE 345
LARGE GENERAL TRANSPORTATION SERVICE

CREDITWORTHINESS EVALUATION

Company shall perform a creditworthiness evaluation of Customer consistent with Company's standard creditworthiness evaluation practices, including an assessment of the credit risk exposure resulting from, but not limited to, distribution rates and charges, interstate pipeline capacity charges, imbalance charges, cash-out charges, pipeline penalty charges, reservation charges, and any other amounts owed to Company. If at any time Company determines that the credit risk exposure is greater than any unsecured credit that may be granted resulting from the creditworthiness evaluation, Customer must provide Company with adequate Financial Assurance to cover the difference between the credit risk exposure and any unsecured credit granted prior to, or to continue, receiving service. The provisions of this Rate Schedule and Contract between Company and Customer shall govern Company's creditworthiness requirements and procedures.

INTERIM SUPPLY SERVICE

Company may provide Interim Supply Service in the event Customer is temporarily unable to obtain supply from a supplier or Pool Operator. Company will provide such service on an interruptible month-to-month basis for a term as determined by Company. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company, including, without limitation, pre-payment to Company for gas supply. Customer must execute a written agreement with Company to effectuate this service and service will not begin prior to the execution date of such agreement.

TERMS AND CONDITIONS

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and Commission's Regulations.

RATE 360
LARGE VOLUME TRANSPORTATION SERVICE

APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer that has an Annual Usage of 500,000 Ccf or greater, or has a Maximum Daily Usage of 10,000 Ccf or greater, when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service. Interim Supply Service as described below may also be provided under this Rate Schedule, at Company's sole discretion. Gas Service provided hereunder shall be metered and billed separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Company shall provide Transportation Service from existing pipeline delivery points specified by Company to Customer on a non-discriminatory basis subject to the capacity of Company's Operational Systems.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge:
$500.00 per meter

Volumetric Charge:
$0.08525 per Ccf for the first 50,000 Ccf, plus
$0.07436 per Ccf for the next 150,000 Ccf, plus
$0.05668 per Ccf for all Ccf over 200,000 Ccf

Riders:
The following Riders shall be applied monthly:

- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 45 – Distribution Replacement Rider

Minimum Monthly Charge:
The Minimum Monthly Charge shall be the Customer Charge.

Additional Services Charges:
Customer shall pay the appropriate rates and charges for any additional service provided by Company, as described in the Transportation Terms and Conditions (Large General and Large Volume), and any charge assessed in accordance with orders issued by Commission relating to take-or-pay, transition, or other costs.

Competitive Flexibility:
The above Rates and Charges may be reduced, in Company's reasonable discretion, as necessary to retain or attract Customer's gas load.

RATE 360
LARGE VOLUME TRANSPORTATION SERVICE

Miscellaneous Charges: The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

CONTRACT

Customer must contract for Gas Service under this Rate Schedule for an initial term of two (2) years or longer if necessary in the judgment of Company to justify the construction costs required to supply the Gas Service. At the expiration of its initial term such contract shall continue from year to year thereafter, unless either party cancels such contract by six (6) months prior written notice.

TRANSPORTATION TERMS AND CONDITIONS

Gas Service provided under this Rate Schedule shall be subject to the Transportation Terms and Conditions (Large General and Large Volume) contained in Sheet No. 50 and the Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator) contained in Sheet No. 51.

MEASUREMENT REQUIREMENT

Customer shall provide and maintain on the Premises at the meter location telephone service as required for Company's gas measurement devices and related communications equipment. If Customer's telephone line is frequently not available when Company seeks to obtain measurement data, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures of Company's General Terms and Conditions. Except in emergencies, Company will endeavor to give four hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or because of the lack of advance notice to Customer.

If Customer uses gas in excess of the volume authorized during any Curtailment Period, an Unauthorized Gas Usage Charge as set forth in Sheet No. 30, Miscellaneous Charges, shall be assessed to Customer. In the event Customer fails to comply with Company's Curtailment, Company reserves the right to discontinue Gas Service to Customer.

CREDITWORTHINESS EVALUATION

Company shall perform a creditworthiness evaluation of Customer consistent with Company's standard creditworthiness evaluation practices, including an assessment of the credit risk exposure resulting from, but not limited to, distribution rates and charges, interstate pipeline capacity charges, imbalance charges, cash-out charges, pipeline penalty charges, reservation charges, and any other amounts owed to Company. If at any time Company determines that the credit risk exposure is greater than any unsecured credit that may be granted resulting from the creditworthiness evaluation, Customer must provide Company with adequate Financial Assurance to cover the difference between the credit risk exposure and any unsecured credit granted prior to, or to continue, receiving service. The provisions of this Rate Schedule and Contract between Company and Customer shall govern Company's creditworthiness requirements and procedures.

RATE 360
LARGE VOLUME TRANSPORTATION SERVICE

INTERIM SUPPLY SERVICE

Company may provide Interim Supply Service in the event Customer is temporarily unable to obtain supply from a supplier or Pool Operator. Company will provide such service on an interruptible month-to-month basis for a term as determined by Company. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company, including, without limitation, pre-payment to Company for gas supply. Customer must execute a written agreement with Company to effectuate this service and service will not begin prior to the execution date of such agreement.

TERMS AND CONDITIONS

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and Commission's Regulations.

RATE 380
POOLING SERVICE
(LARGE GENERAL AND LARGE VOLUME)

APPLICABILITY

This Pooling Service is applicable to Pool Operator, and any Transportation Customer under Rate 345 or 360 that designates a Pool Operator to manage its gas supplies as part of an aggregated Customer Pool.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Pooling Service for Rates 345 and 360 Transportation Customers. Pool Operator and electing Transportation Customer are subject to provisions of this Rate Schedule.

Pool Operator shall deliver to Company gas supplies needed to satisfy the daily and monthly usage requirements of Pool Operator's Pool Customers in accordance with the requirements set forth in this Rate Schedule, Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator) contained in Sheet No. 51, and in the Pooling Agreement described in this Rate Schedule. Pooling will not be permitted across multiple Operational Systems unless approved in advance by Company.

Pool Operator shall provide nominations for its aggregated Pool Customers' deliveries. For purposes of calculating daily and monthly imbalances, the usages of all Customers within a Pool will be combined into a single Pool usage total, which will be matched against the Pool Operator's total pipeline deliveries for such Pool.

Pool Operator shall be responsible for complying with Operational Flow Orders, daily and monthly balancing, and the payment of any daily and monthly imbalance charges. Transportation Customer shall remain responsible for all charges under Rate 345 or 360, as applicable.

CHARGES

Pool Operator's Bill shall be rendered monthly, and shall consist of the following charges, as applicable:

Financial Evaluation Fee: $50 for the initial and each subsequent Pool Operator financial evaluation performed by the Company.

Nomination and Balancing Charges: All nomination and balancing charges and imbalance trading charges associated with Pool Operator's Pool, including those listed in Sheet No. 51, Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator), shall be billed to Pool Operator each month.

Related Charges: Pool Operator shall reimburse Company for all charges incurred in connection with interstate pipeline transportation of Pool Operator-Delivered Gas including any gas costs, penalty charges, or Cashouts.

Riders: The following Riders shall be applied monthly:

- Sheet No. 37 – Gross Receipts Excise Tax Rider

RATE 380
POOLING SERVICE
(LARGE GENERAL AND LARGE VOLUME)

Late Payment Charge: Payment of the total Bill amount due must be received by Company or an authorized agent by the due date shown on Pool Operator's invoice. If Pool Operator does not pay the total amount due by the date shown, an additional amount equal to one and one half percent (1.5%) of the total unpaid balance shall also become due and payable.

Returned Check Charge: The Returned Check Charge contained on Sheet No. 30, Miscellaneous Charges, shall be added to Pool Operator's account each time a check is returned by the financial institution for insufficient funds.

Unauthorized Gas Usage Charge: The Unauthorized Gas Usage Charge set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Pool Operator, if applicable.

PROVISIONS AND REQUIREMENTS FOR TRANSPORTATION CUSTOMER PARTICIPATION

Transportation Customer shall comply with the following provisions and requirements:

Contract: Customer shall enter into a contract with Company that designates its selected Pool Operator from a list of approved Pool Operators that have signed Pooling Agreements with Company and who comply with the provisions of this Rate Schedule. Such elections will carry over from month to month unless Customer and Pool Operator notify Company of any change at least ten (10) business days prior to the start of a new month.

Initiation of Pooling Service: An existing Rate 345 or 360 Transportation Customer that desires to begin utilizing Pooling Service under this Rate Schedule shall do so effective with Customer's next meter reading date.

Customer's prior delinquencies must be cured prior to commencing participation in Pooling Service.

Customer shall eliminate any existing over-delivery or under-delivery quantities via a Cashout with Company prior to commencing participation in Pooling Service, as follows:

(1) If Customer has an ending under-delivery quantity, Customer shall pay Company for each Dekatherm of under-delivery quantity at a price equal to the "Monthly Contract Index" price for "Columbia Gas Transmission Corp, Appalachia" as reported by Inside FERC's Gas Market Report in the table "Prices of Spot Gas Deliveries to Pipelines" for the month prior to commencing participation, plus the pipeline transportation commodity rate including fuel and surcharges, plus applicable taxes.

(2) If Customer has an ending over-delivery quantity, Company shall pay Customer for each Dekatherm of over-delivery quantity at a price equal to the "Monthly Contract Index" prices for "Columbia Gas Transmission Corp, Appalachia" as reported by Inside FERC's Gas Market Report in the table "Prices of Spot Gas Deliveries to Pipelines" for the month prior to commencing participation, plus the pipeline transportation commodity rate including fuel and surcharges.

RATE 380
POOLING SERVICE
(LARGE GENERAL AND LARGE VOLUME)

Transfer to a new Pool: If Customer elects to transfer to a new Pool and the previous Pool Operator served more than one customer, it will be assumed that Customer has no month-end imbalance; any imbalance will remain with the previous Pool.

PROVISIONS AND REQUIREMENTS FOR POOL OPERATOR PARTICIPATION

Pool Operator shall comply with the following provisions and requirements:

Contract:
Pool Operator must enter into a written Pooling Agreement with Company. Such Pooling Agreement shall set forth specific covenants and obligations undertaken by Company and Pool Operator under this Rate Schedule on behalf of the Pool's Customers. The Pooling Agreement shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter subject to cancellation by either party after written notice submitted not less than six (6) months prior to the end of the initial term or any succeeding annual term. However, in no event shall the Pooling Agreement expire during the Winter Season, unless such mid-winter termination date is mutually agreed upon, or Pool Operator fails to perform its responsibilities hereunder and Company elects to terminate Pool Operator's participation hereunder.

Creditworthiness Standards and Requirements:
In order to qualify for participation under Pooling Service, Pool Operator must pass an initial financial evaluation performed by Company, and any such subsequent evaluation(s) deemed appropriate by Company, to ensure that Pool Operator possesses sufficient resources to perform its responsibilities and to ensure financial performance under this Rate Schedule. In addition, if Pool Operator's participation in the Pooling Service was previously terminated due to Pool Operator's non-compliance, Pool Operator shall provide information acceptable to Company that such cause for non-compliance has been corrected and will be avoided in the future. All prior delinquencies must be cured prior to commencing participation in Pooling Service. Moreover, any and all charges from previous non-compliance shall be corrected prior to participation in Pooling Service.

Pool Operator must complete and sign Company's Pool Operator Registration Form and Credit Application to be considered for participation in the Pooling Service. A Pool Operator desiring to participate in the Pooling Service will be evaluated by Company to establish credit levels acceptable to Company. Company will apply, on a non-discriminatory basis, reasonable financial standards to assess and examine Pool Operator's creditworthiness. These standards will take into consideration the scope of the operations of Pool Operator and the level of risk to Company. In order to pass Company's financial evaluation, Pool Operator may be required to provide security, the form and amount of which shall be specified by Company. Company shall determine creditworthiness, and will not deny Pool Operator's participation in the Pooling Service without reasonable cause.

RATE 380
POOLING SERVICE
(LARGE GENERAL AND LARGE VOLUME)

Company reserves the right to conduct a financial re-evaluation of Pool Operator from time to time. Such re-evaluation may be initiated either by a request from Pool Operator, or by Company if Company reasonably believes that the creditworthiness of Pool Operator may have changed or that the operating environment or other conditions may have changed that may have increased the risks posed by operations of the Pool. Based on such re-evaluation, Pool Operator's level of participation may be increased or decreased, additional security may be required, or Pool Operator may be removed from further participation in the Pooling Service.

Nomination and Balancing Provisions:
Pool Operator shall be subject to the Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator) in Sheet No. 51.

Curtailment Procedures:
Pool Operator shall be subject to the Curtailment Procedures in Company's General Terms and Conditions.

Required Regulatory Approvals:
Pool Operator must have obtained all required regulatory approvals related to the transportation of the Pool Operator-Delivered Gas.

Termination of Pooling Service Participation:
A Pool Operator that ceases participation in Pooling Service shall eliminate any existing over-delivery or under-delivery quantities via a Cashout with Company, as follows:

(1) If Pool Operator has an ending net under-delivery quantity, Pool Operator shall pay Company for each Dekatherm of under-delivery quantity at a price equal to the "Monthly Contract Index" price for "Columbia Gas Transmission Corp, Appalachia" as reported by Inside FERC's Gas Market Report in the table "Prices of Spot Gas Deliveries to Pipelines" for the month prior to ceasing participation, plus the pipeline transportation commodity rate including fuel and surcharges, plus applicable taxes.

(2) If Pool Operator has an ending over-delivery quantity, Company shall pay Pool Operator for each Dekatherm of over-delivery quantity at a price equal to the "Monthly Contract Index" price for "Columbia Gas Transmission Corp, Appalachia" as reported by Inside FERC's Gas Market Report in the table "Prices of Spot Gas Deliveries to Pipelines" for the month prior to ceasing participation, plus the pipeline transportation commodity rate including fuel and surcharges.

TERMS AND CONDITIONS

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and Commission's Regulations.

RATE 385
POOLING SERVICE
(RESIDENTIAL AND GENERAL)

APPLICABILITY

This Pooling Service is applicable to any Choice Supplier delivering firm gas supplies to Company's Operational Systems on behalf of Customers receiving Residential Transportation Service under Rate 315 or General Transportation Service under Rate 325.

Several terms and conditions contained within this Rate Schedule differ depending on whether a Choice Supplier Pool is comprised entirely of Non-Mercantile Customers, or if such Pool contains any Mercantile Customers. As appropriate, the various sections within this Rate Schedule shall identify such differing requirements.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Pooling Service for Rate 315 or 325 Transportation Customers. Choice Supplier shall deliver to Company gas supplies needed to satisfy the usage requirements of Choice Supplier's Pool Customers, all in accordance with the rules set forth in this Rate Schedule, the Pooling Service Terms and Conditions (Residential and General) contained in Sheet No. 52, and Choice Supplier's Pooling Agreement described in this Rate Schedule.

MONTHLY STATEMENT

Choice Supplier's monthly statement shall reflect the following fees, charges and credits, as applicable:

Financial Evaluation Charge:
$50 for the initial and each subsequent Choice Supplier financial evaluation performed by Company.

Eligible Customer List Fee:
Company shall make available to PUCO-certified Retail Natural Gas Suppliers approved by the Company for participation in Company's Choice Program an electronic list of Customers eligible to participate in such Program as defined in Section 4929.22 (B) of the Revised Code. Under the annual option, $.08 for each name included on the initial list, with updated lists provided the three subsequent quarters at no additional cost. Under the quarterly option, $.05 for each name included on the list. Such lists shall be produced quarterly; if Choice Supplier desires the list more frequently, Choice Supplier shall reimburse Company for any costs incurred in addition to this per-customer rate.

Nomination Error Charge:
$0.50 per Dth applied to the difference between Choice Supplier's daily pipeline nomination volume and the pipeline daily confirmed volume delivered to Company, for each day of difference.

DDQ Non-Compliance Charge:
$15.00 per Dth on days in which no Operational Flow Order (OFO) is in effect (provided no alternate arrangements are made with Company) against the daily difference between the Pool's DDQ and aggregate deliveries.

RATE 385
POOLING SERVICE
(RESIDENTIAL AND GENERAL)

City-Gate Allocation Non-Compliance Charge:
$5.00 per Dth for any daily city-gate nomination less than the minimum or greater than the maximum city-gate allocation requirement.

OFO Non-Compliance Charge:
In the event of a Company issued Operational Flow Order (OFO), a $35.00 per Dth charge shall be assessed on any volumes over or under the restrictions specified by Company in the OFO notice.

Storage Non-Compliance Charge:
A charge per Dth shall be assessed for any volumes less than or greater than the Company-established minimum or maximum daily storage injection and withdrawal requirements, or any volumes less than the minimum storage inventory quantity requirement. The charge shall be $15.00 per Dth for the first two occurrences, and $35.00 per Dth for the next two occurrences during the term of the contract. In the event that TCO allows daily over-injection or over-withdrawal rights, Company shall not impose the Storage Non-Compliance Charge on any volumes injected or withdrawn greater than the maximum daily injection and withdrawal limits set by Company.

Annual Volume Reconciliation Amount:
Charge or credit as determined by the Annual Volume Reconciliation as set out in Sheet No. 52.

Alternate Peaking Supplies Charge:
The cost of alternate peaking supplies provided by Company for Choice Supplier's Pool as set out in the Allocation of Alternate Supplies section of Sheet No. 52.

Meter Operator Charges:
Choice Supplier shall reimburse Company for penalties Company incurs as meter operator. Penalties will be assessed to each Supplier proportional to its contribution to the violation.

System Balancing Amount:
Gas cost charges or credits associated with Large Transportation Customers' and Pool Operators' daily and monthly imbalance cash-outs.

POLR Amount:
Any credits payable to Choice Supplier for providing Provider of Last Resort services.

Customer Billing Amount:
Choice commodity amounts billed to Choice Customers by Company on behalf of Choice Supplier.

RATE 385
POOLING SERVICE
(RESIDENTIAL AND GENERAL)

Delivery Point Balancing Amount:
Charges or credits associated with pipeline delivery point cashouts, OBA settlements, or other related costs allocated to Supplier.

Additional Service Charges:
Fees and Charges for any other service shall be established by Company and assessed on a non-discriminatory basis. If Choice Supplier desires a billing service or custom rate that is not readily available in Company's billing system, Choice Supplier and Company shall negotiate a fee that shall include all programming costs associated with such custom billing requirements.

Pipeline Invoice Charge:
Charges or credits reflecting the difference between interstate pipeline charges and the actual credits received, on capacity released to Choice Supplier via mandatory capacity release.

Related Charges:
Choice Supplier shall reimburse Company for all charges Company incurs in connection with interstate pipeline transportation of Choice Supplier-Delivered Gas including any gas costs, penalty charges, penalty charges or cash-outs.

Riders:
The following Riders shall be applied monthly; as applicable.

- Sheet No. 37 – Gross Receipts Excise Tax Rider

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Choice Supplier if applicable.

REQUIREMENTS FOR CHOICE SUPPLIER PARTICIPATION

In order to qualify for participation under the Pooling Program, Choice Supplier must: 1) sign a Choice Supplier Pooling Agreement with Company; 2) pass an initial financial evaluation performed by Company, and any such subsequent evaluation(s) deemed appropriate by Company, to ensure that Choice Supplier possesses sufficient resources to perform its responsibilities and to ensure financial performance hereunder; 3) achieve and maintain a minimum level of at least 100 Customers or 10,000 Mcf annual projected Customer sales per Pool; 4) maintain comparable firm capacity as set out in the Pooling Service Terms and Conditions (Residential and General); 5) adhere to the terms and conditions of this Rate Schedule and 6) have a computer and telephone line necessary to access Company's EBB. In addition, if Choice Supplier's participation in the Program was previously terminated due to Choice Supplier's default, Choice Supplier shall provide information acceptable to Company that such cause for default has been corrected and will be avoided in the future. Also, for any Non-Mercantile Pool, Choice Supplier must provide a copy of the certificate demonstrating that Choice Supplier is certified by the PUCO to provide retail natural gas service, and maintain such certification status.

RATE 385
POOLING SERVICE
(RESIDENTIAL AND GENERAL)

All Choice Suppliers must complete and sign Company's Choice Supplier Registration Form and Credit Application to be considered for participation in the Program. Choice Suppliers desiring to participate in the Program will be evaluated by Company to establish credit levels acceptable to Company. Company will apply, on a non-discriminatory basis, reasonable financial standards to assess and examine a Choice Supplier's creditworthiness. These standards will take into consideration the scope of the operations of the Choice Supplier and the level of risk to Company.

Financial evaluations will be based on standard credit factors such as financial and credit ratings, trade references, bank information, unused line of credit, Pool Customer payment history, and related financial information that has been independently audited, if available. Company shall determine creditworthiness based on the above criteria, and will not deny Choice Supplier's participation in the Program without reasonable cause. In order to pass Company's financial evaluation, a Choice Supplier may be required to provide additional security, the form and format of which shall be specified by Company.

Company reserves the right to conduct re-evaluations of Choice Supplier's financial standing from time to time. Such re-evaluation may be initiated either by a request from Choice Supplier or by Company, if Company reasonably believes that the creditworthiness or operating environment of Choice Supplier may have changed. Based on such re-evaluation, Choice Supplier's level of participation may be increased or decreased, additional security may be required or Choice Supplier may be removed from further participation in the Program.

Company shall maintain a list of Choice Suppliers currently meeting the requirements for Program participation and shall make such list available by request and via Company's website.

CONTRACT

Pursuant to Rule 4901:1-29-13(b) OAC, Choice Supplier must enter into a written Pooling Agreement with Company. At a minimum the Pooling Agreement shall include the following provisions: representations and warranties, indemnification, limitations on liability, default (breach), remedies, force majeure, commencement and term. Such Pooling Agreement shall set forth specific covenants and obligations undertaken by Company and Choice Supplier under this Rate Schedule on behalf of its Pool Customers. The Pooling Agreement shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter subject to cancellation by either party after written notice submitted not less than ninety (90) days advance written notice prior to a contract expiration date, or unless terminated pursuant to the provisions of the Agreement. However, in no case shall any service pursuant to the Agreement be terminated during a winter month (November through March) unless such winter period is mutually agreed upon and/or except as pursuant to the Agreement.

POOLING SERVICE TERMS AND CONDITIONS

Choice Supplier shall be subject to the Pooling Service Terms and Conditions (Residential and General) as set forth in Sheet No. 52.

TERMS AND CONDITIONS

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and Commission's Regulations.

RATE 396
SCO SUPPLIER SERVICE

APPLICABILITY

This Service is applicable to any SCO Supplier delivering firm gas supplies to Company's Operational Systems for Customers receiving SCO or DSS Service under Rates 310, 311, 320, 321 and 341.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of SCO and DSS Supply. SCO Supplier shall deliver to Company gas supplies needed to satisfy the usage requirements of SCO Supplier's Customers and a proportionate share of DSS usage requirements, all in accordance with the rules set forth in this Rate Schedule, the SCO Supplier Service Terms and Conditions contained in Sheet No. 56, and the SCO Supplier Agreement described in this Rate Schedule.

MONTHLY STATEMENT

SCO Supplier's monthly statement shall reflect the following fees, charges and credits, as applicable:

Financial Evaluation Charge:
$50.00 for the initial and each subsequent SCO Supplier financial evaluation performed by Company.

Nomination Error Charge:
$0.50 per Dth applied to the difference between SCO Supplier's daily pipeline nomination volume and the pipeline daily confirmed volume delivered to Company, for each day of difference.

DDQ Non-Compliance Charge:
$15.00 per Dth on days in which no Operational Flow Order (OFO) is in effect (provided no alternate arrangements are made with Company) against the daily difference between the Tranche's DDQ and aggregate deliveries.

City-Gate Allocation Non-Compliance Charge:
$5.00 per Dth for any daily city-gate nomination less than the minimum or greater than the maximum city-gate allocation requirement.

OFO Non-Compliance Charge:
In the event of a Company issued Operational Flow Order (OFO), a $35.00 per Dth charge shall be assessed on any volumes over or under the restrictions specified by Company in the OFO notice.

Storage Non-Compliance Charge:
A charge per Dth shall be assessed for any volumes less than or greater than the Company-established minimum or maximum daily storage injection and withdrawal requirements, or any volumes less than the minimum storage inventory quantity requirement. The charge shall be $15.00 per Dth for the first two occurrences, and $35.00 per Dth for the next two occurrences during the term of the contract. In the event that TCO allows daily over-injection or over-withdrawal rights, Company shall not impose the Storage Non-Compliance Charge on any volumes injected or withdrawn greater than the maximum daily injection and withdrawal limits set by Company.

RATE 396
SCO SUPPLIER SERVICE

Annual Reconciliation Amount:
Charge or credit as determined by the Annual Volume Reconciliation as set out in Sheet No. 56.

Alternate Peaking Supplies Charge:
The cost of alternate peaking supplies provided by Company for SCO Supplier's Tranche as set out in the Allocation of Alternate Peaking Supplies section of Sheet No. 56.

Meter Operator Charges:
SCO Supplier shall reimburse Company for penalties Company incurs as meter operator. Penalties will be assessed to each Supplier that contributed to the penalty proportional to its contribution to the violation.

System Balancing Amount:
Gas cost charges or credits associated with Large Transportation Customers'/Pool Operators' daily and monthly imbalance cash-outs.

POLR Amount:
Any credits payable to SCO Supplier for providing Provider of Last Resort services.

Customer Billing Amount:
SCO Price amounts billed to SCO Customers by Company on behalf of SCO Supplier.

Delivery Point Balancing Amount:
Charges or credits associated with pipeline delivery point cashouts, OBA settlements, or other related costs allocated to Supplier.

Pipeline Invoice Charge:
Charges or credits reflecting the difference between interstate pipeline charges, and the actual credits received on capacity released to SCO Supplier via mandatory capacity release.

Related Charges:
SCO Supplier shall reimburse Company for all charges Company incurs in connection with interstate pipeline transportation of SCO Supplier-Delivered Gas including any gas costs, penalty charges, penalty charges or cash-outs.

Riders:
The following Riders shall be applied monthly, as applicable:

- Sheet No. 37 – Gross Receipts Excise Tax Rider

Miscellaneous Charges:
The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to SCO Supplier if applicable.

RATE 396
SCO SUPPLIER SERVICE

REQUIREMENTS FOR SCO SUPPLIER PARTICIPATION

In order to qualify for participation under the SCO Program, SCO Supplier must: 1) sign a SCO Supplier Agreement and SCO Supplier Registration Form and Credit Application with Company; 2) pass an initial financial evaluation performed by Company, and any such subsequent evaluation(s) deemed appropriate by Company, to ensure that SCO Supplier possesses sufficient resources to perform its responsibilities and to ensure financial performance hereunder; 3) maintain comparable firm capacity as set out in the SCO Service Terms and Conditions; 4) adhere to the terms and conditions of this Rate Schedule; and 5) have a computer and telephone line necessary to access Company's EBB.

SCO Suppliers desiring to participate in the Program will be evaluated by Company to establish credit levels acceptable to Company. Company will apply, on a non-discriminatory basis, reasonable financial standards to assess and examine a SCO Supplier's creditworthiness. These standards will take into consideration the scope of the operations of the SCO Supplier and the level of risk to Company.

Financial evaluations will be based on standard credit factors such as financial and credit ratings, trade references, bank information, unused line of credit, and related financial information that has been independently audited, if available. Company shall determine creditworthiness based on the above criteria, and will not deny SCO Supplier's participation in the Program without reasonable cause. In order to pass Company's financial evaluation, a SCO Supplier may be required to provide additional security, the form and format of which shall be specified by Company.

Company reserves the right to conduct re-evaluations of SCO Supplier's financial standing from time to time. Such re-evaluation may be initiated either by a request from SCO Supplier or by Company, if Company reasonably believes that the creditworthiness or operating environment of SCO Supplier may have changed. Based on such re-evaluation, SCO Supplier's level of participation may be increased or decreased, additional security may be required or SCO Supplier may be removed from further participation in the Program.

CONTRACT

Pursuant to Rule 4901:1-29-13(b) OAC, SCO Supplier must enter into a written SCO Supplier Agreement with Company which shall set forth specific covenants and obligations undertaken by Company and SCO Supplier under this Rate Schedule. At a minimum the SCO Supplier Agreement shall include the following provisions: representations and warranties, indemnification, limitations on liability, default (breach), remedies, force majeure, commencement and term. The Agreement shall have a term consistent with the SCO Phase term as approved by the Commission.

RATE 396
SCO SUPPLIER SERVICE

SCO SUPPLIER SERVICE TERMS AND CONDITIONS

SCO Supplier shall be subject to the SCO Supplier Service Terms and Conditions as set forth in Sheet No. 56.

GENERAL TERMS AND CONDITIONS

This Rate Schedule shall be subject to Company's General Terms and Conditions and Commission's Regulations.

MISCELLANEOUS CHARGES

APPLICABILITY

The following Miscellaneous Charges shall be applied to Customer's Bill if appropriate based on the referenced circumstances.

MISCELLANEOUS CHARGES

Charge	Reference	Amount
Gas Meter Testing Charge	(Sheet No. 62, Section 3.A.)	$ 40.00
Remote Meter Installation Charge	(Sheet No. 62, Section 3.B.5.)	$ 80.00
Investigation Fee	(Sheet No. 63, Section 4.A.6.)	
Ordinary Investigation Fee		$125.00
Extensive Investigation Fee		$ 35.00 per hour worked
Reconnection Charge	(Sheet No. 62, Section 3.C. and Sheet No. 63, Section 4.D. and Sheet No. 67, Section 8.D.)	
Reconnection at the meter		$ 60.00
Reconnection at the service line		$ 60.00

After Hours Charge

When gas service is initially connected, reconnected or disconnected outside of normal business hours at Customer's request, Customer shall be charged an After Hours Charge of $22.00 in addition to any other applicable charges for each connection, reconnection or disconnection.

Trip and Labor Charges

Trip and Labor Charges shall be added to Customer's account when Customer requests Company to investigate "no gas" or "low pressure" circumstances at Customer's Premises when, upon investigation, the problem(s) causing the condition are not on Company's system. The charges that will apply are:

During Normal Business Hours	Outside of Normal Business Hours
$35.00	$57.00

MISCELLANEOUS CHARGES

Late Payment Charge
Payment of the total amount due must be received by Company or an authorized agent by the due date shown on the Bill. If Customer does not pay the total amount due to Company by the due date shown, an additional amount equal to one and one half percent (1.5%) of the total unpaid balance shall also become due and payable. This provision is not applicable to unpaid account balances of Customers enrolled in income payment plans pursuant to OAC Rule 4901:1-18-04, ORC Section 4933.28 or other Company or PUCO approved payment plan arrangements.

Returned Check Charge
The Returned Check Charge of $25.00 shall be added to Customer's account each time a check is returned unpaid by the financial institution. Any Customer receiving a Bill from Company containing charges for more than one Gas Service will be assessed a maximum of one (1) Returned Check Charge per check returned.

Unauthorized Gas Usage Charge
Gas usage by Customer during a Curtailment Period in excess of the quantity allowed pursuant to the Curtailment Procedures shall be considered Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge of $3 per Ccf.

SUSPENDED
GAS COST RECOVERY RIDER

APPLICABILITY

The Gas Cost Recovery ("GCR") Rider is applicable to any Sales Service Customer.

This Rider is suspended indefinitely pursuant to the Company's Merchant Exit Transition Plan.

DESCRIPTION

The Gas Cost Recovery Charge shall be the product of the billing Ccf and the GCR Rate.

The Gas Cost Recovery Rate (GCR Rate) will be determined pursuant to the requirements of Chapter 4901:1-14 of the OAC.

GCR RATE

The GCR Rate for _____ 200_ is $_____/Ccf.

SUSPENDED
MIGRATION COST RIDER

APPLICABILITY

The Migration Cost Rider is applicable to any Customer served under the following Rate Schedules:

- Rate 310 – Residential Sales Service
- Rate 315 – Residential Transportation Service
- Rate 320 – General Sales Service
- Rate 325 – General Transportation Service

This Rider is suspended indefinitely pursuant to the Company's Merchant Exit Transition Plan.

DESCRIPTION

The Migration Cost Rider Rate shall be applied to each Ccf of Customer's billed usage each month.

The Migration Cost Rider recovers all costs incurred for Company's gas supply commitments that are no longer required due to Customers migrating from Residential or General Sales Services to Residential or General Transportation Services, including but not limited to the costs of no longer needed pipeline capacity entitlements.

MIGRATION COST RIDER RATE

The Migration Cost Rider Rate is $_____ per Ccf.

SUSPENDED
BALANCING COST RIDER

APPLICABILITY

The Balancing Cost Rider shall be applicable to Suppliers served under Rate 385 – Pooling Service (Residential and General).

This Rider is suspended indefinitely pursuant to the Company's Merchant Exit Transition Plan.

DESCRIPTION

Each month, Supplier shall be assessed the Balancing Cost Rider Rate for all billed Ccf of its Pool Customers for the associated cycle month.

This Rider recovers the costs incurred by Company for interstate pipeline transportation and storage services and any other services needed to provide operational balancing to Suppliers' Pools.

Company shall adjust this Rider annually effective November 1st of each year to reflect changes in the costs to be recovered.

All Balancing Cost Rider revenues recovered shall be credited to the GCR gas costs.

BALANCING COST RIDER RATE

The Balancing Cost Rider Rate for Pool Customer's billed Ccf on and after _____, 200_ is $_____ per Ccf.

GROSS RECEIPTS EXCISE TAX RIDER

APPLICABILITY

The Gross Receipts Excise Tax Rider is applicable to all Rates, Fees, Charges and Riders billed by Company to Customers, Pool Operators, and Suppliers served under Company's Rate Schedules, except for the cost of gas billed by Company on Supplier's behalf under Residential or General Standard Choice Offer Services (Rates 311 or Rate 321) and Residential or General Transportation Services (Rates 315 or 325). Further, this Rider shall not be billed to any Customer statutorily exempted from the payment of gross receipts excise taxes.

DESCRIPTION

All applicable charges shall be adjusted for the Ohio gross receipts excise tax at a rate of 4.8767%.

UNCOLLECTIBLE EXPENSE RIDER

APPLICABILITY

Applicable to all Customers responsible for payment of Company's Percentage of Income Payment Plan Rider on Sheet No. 40.

DESCRIPTION

The Uncollectible Expense Rider Rate shall be applied to all billed Ccf for Gas Service rendered to Customers served under the applicable Rate Schedules.

The Rider shall recover costs associated with uncollectible accounts arising from those Customers in those Rate Schedules responsible for paying the Uncollectible Expense Rider.

The Company's actual uncollectible expense for the applicable Rate Schedules, including carrying charges, shall be reconciled annually, with any over or under collection being reflected as a charge or credit in a subsequent update of the Rider Rate.

Company shall file an application with the Commission requesting approval to change the Uncollectible Expense Rider Rate if Company determines that an adjustment of more than plus or minus ten percent is needed.

UNCOLLECTIBLE EXPENSE RIDER RATE

The Uncollectible Expense Rider Rate is $0.00470 per Ccf.

PERCENTAGE OF INCOME PAYMENT PLAN RIDER

APPLICABILITY

The Percentage of Income Payment Plan ("PIPP") Rider shall be applicable to all Customers served under the following Rate Schedules and to certain other Customers pursuant to contract:

- Rate 310 – Residential Default Sales Service
- Rate 311 – Residential Standard Choice Offer Service
- Rate 315 – Residential Transportation Service
- Rate 320 – General Default Sales Service
- Rate 321 – General Standard Choice Offer Service
- Rate 325 – General Transportation Service
- Rate 341 – Dual Fuel Standard Choice Offer Service

DESCRIPTION

The PIPP Charge shall be the product of the monthly billing Ccf and the PIPP Rider Rate.

The PIPP Rider Rate shall be updated from time-to-time in accordance with the Entry in Case No. 99-751-GE-PIP.

PIPP RIDER RATE

The PIPP Rider Rate is $0.00176 per Ccf

EXIT TRANSITION COST RIDER

APPLICABILITY

The Exit Transition Cost ("ETC") Rider is applicable to all Customers served under the following Rate Schedules:

- Rate 310 – Residential Default Sales Service
- Rate 311 – Residential Standard Choice Offer Service
- Rate 315 – Residential Transportation Service
- Rate 320 – General Default Sales Service
- Rate 321 – General Standard Choice Offer Service
- Rate 325 – General Transportation Service
- Rate 341 – Dual Fuel Standard Choice Offer Service

DESCRIPTION

The ETC Rider charge shall be the product of the billing Ccf and the ETC Rider Rate.

The ETC Rider will recover applicable incremental Exit Transition implementation costs, including but not limited to the following:

1) Business system (e.g. information technology) development costs,
2) Informational and educational costs
3) Call center costs,
4) Billing costs, and
5) Other incremental costs incurred by Company to achieve implementation of the various Exit Program features.

This ETC Rider will also recover/passback the following:
1) All stranded gas supply costs related to Customer migrations to Choice Service,
2) Any incremental provider of last resort costs not recovered from a defaulting SSO Supplier, SCO Supplier, or Choice Supplier,
3) Any imbalance costs not recovered from Transportation Customers or Pool Operators,
4) Gas costs incurred by Company when diverting Customers' transportation gas quantities during a Curtailment (see Sheet No. 70, paragraph 11.B1.(9)),
5) Any cash-out amounts resulting from the Annual Volume Reconciliations for Choice and SCO Suppliers,
6) Adjustments to charges billed in prior Exit Program period(s), and
7) Other costs or credits applicable to SCO Service (Rate 311, Rate 321, and Rate 341), Residential and General Default Sales Service (Rate 310 and Rate 320), and Choice Customers (Rate 315 and Rate 325) as approved by the Commission.

Projected ETC Rider costs shall be divided by projected total volumes for the applicable Rate Schedules to determine the ETC Rider Rate. The ETC Rider shall be updated annually and shall reflect the reconciliation of projected costs and actual costs, with any under or over recovery being recovered or returned via the ETC Rider.

EXIT TRANSITION COST RIDER RATE

The Exit Transition Cost Rider Rate is $0.00853 per Ccf.

Filed pursuant to the Finding and Order dated March 16, 2011 in Case No. 11-1099-GA-ATA of The Public Utilities Commission of Ohio.

S. B. 287 EXCISE TAX RIDER

APPLICABILITY

The S. B. 287 Excise Tax Rider shall be applicable to all Customers receiving Gas Service from Company, except for Federal Government Customers.

DESCRIPTION

The S. B. 287 Excise Tax Rider Rate shall be assessed to all volumes billed to applicable Customers by, or on behalf of, Company on or after July 1, 2001, pursuant to the provisions of Section 5727.811, Ohio Revised Code.

S.B.287 EXCISE TAX RIDER RATE

The following rates shall be assessed on all applicable volumes. However, Flex customers as defined by Section 5727.80, Ohio Revised Code, shall be assessed an excise tax rate of $.00200 per Ccf.

Monthly Usage	Rate per Ccf
First 1,000 Ccf	$0.01593
Next 19,000 Ccf	$0.00877
Over 20,000 Ccf	$0.00411

SALES RECONCILIATION RIDER – A

APPLICABILITY

The Sales Reconciliation Rider – A (SRR-A) shall be applicable to all Customers served under the following Rate Schedules:
Rate 310 – Residential Default Sales Service; Rate 311 – Residential SCO Service; and Rate 315 – Residential Transportation Service
Rate 320 – General Default Sales Service; Rate 321 – General SCO Service; and Rate 325 – General Transportation Service

This Rider shall cease after recovery of all amounts authorized for recovery in Case No. 05-1444-GA-UNC, 07-1080-GA-AIR, and 08-632-GA-AAM.

DESCRIPTION

The SRR-A shall recover the differences between Actual Base Revenues and Adjusted Order Granted Base Revenues for the applicable Rate Schedules for the period of time as authorized by the Commission.

Actual Base Revenues are defined as weather-normalized monthly base revenues for such Rate Schedules, prior to the SRR-A adjustment.

Adjusted Order-Granted Base Revenues are defined as the monthly base revenues for the applicable Rate Schedules as approved by the Commission's Order in Company's last base rate case, as adjusted to reflect the change in number of customers from the levels approved by the Commission. To reflect the change in number of customers, Order-granted base revenue per customer is multiplied by the net change in number of customers since the like month during the test year, with the product being added to the Order-granted base revenues for such month.

Company shall defer the calculated differences between Actual Base Revenues and Adjusted Order Granted Base Revenues for the applicable Rate Schedules for subsequent return or recovery via the SRR-A. Company shall reflect in a revised SRR-A effective November 1st of each year the accumulated monthly differences between Actual Base Revenues and Adjusted Order Granted Base Revenues.

The accumulated monthly differences for each Rate Schedule shall be divided by projected sales volumes to determine the applicable SRR-A. Projected and actual recoveries by Rate Schedule under the SRR-A are reconciled, with any under or over recovery being recovered or returned via the SRR-A over the next twelve months.

SALES RECONCILIATION RIDER –A RATE

The applicable Sales Reconciliation Rider-A Rate below shall be applied to each Ccf of metered gas usage each month.

Rates in $/Ccf

Rate Schedules	SRR-A
310, 311 and 315	$0.00000
320, 321 and 325	$0.00000

STANDARD CHOICE OFFER RIDER

APPLICABILITY

The Standard Choice Offer ("SCO") Rider is applicable to Rate 310, 311, 320, 321 and 341 Customers.

DESCRIPTION

The Standard Choice Offer charge shall be the product of the billing Ccf and the SCO Rider Rate.

The SCO Rider Rate each month will be the NYMEX settlement price for such month converted to a price per Mcf using a standard BTU value, plus the Retail Price Adjustment determined in the SCO auction. The resulting rate per Mcf will be converted to a rate per Ccf for billing purposes.

The standard BTU value effective April 1, 2016 through March 31, 2017 is 1.071 Dth/Mcf.

SCO RIDER RATE

The SCO Rider Rate for February 2017 is $0.48318/Ccf.

DISTRIBUTION REPLACEMENT RIDER

APPLICABILITY

The Distribution Replacement Rider (DRR) is applicable to any Customer served under the Rate Schedules identified below.

- Rate 310 - Residential Default Sales Service
- Rate 311 – Residential Standard Choice Offer Service
- Rate 315 - Residential Transportation Service
- Rate 320 - General Default Sales Service
- Rate 321 – General Standard Choice Offer Service
- Rate 325 - General Transportation Service
- Rate 341 - Dual Fuel Standard Choice Offer Service
- Rate 345 - Large General Transportation Service
- Rate 360 - Large Volume Transportation Service

DESCRIPTION

The DRR will be effective through August 31, 2019 or until new rates become effective as a result of the filing by Company of an application for an increase in rates pursuant to Section 4909.18, Revised Code, or a proposal to establish base rates pursuant to an alternative method of regulation under Section 4929.05, Revised Code, whichever comes first.

All applicable Customers shall be assessed either (a) a monthly charge in addition to the Monthly Charge or Customer Charge component of their applicable Rate Schedule, or (b) a volumetric charge applicable to each Ccf of metered gas usage each month, that will enable Company to recover (1) the return on and of plant investment, including capitalized interest, or post-in-service carrying cost charges ("PISCC"), along with incremental costs incurred under a multi-year program for the accelerated replacement and retirement of cast iron mains and bare steel mains and service lines, which includes, subject to provisions approved by the Commission in Case No. 13-1571-GA-ALT, (a) replacement and retirement of interspersed plastic main in the cast iron or bare steel distribution system, (b) replacement and retirement of field-coated steel infrastructure, (c) replacement and retirement of obsolete pipe and appurtenances, (d) replacement and retirement of vintage plastic pipe when done in conjunction with a cast iron or bare steel replacement/retirement project, and, (e) the non-reimbursable portion of any project that requires the replacement, retirement, or relocation of existing infrastructure as a result of a public works project, (2) deferred expenses incurred during Company's investigation of the installation, use, and performance of natural gas service risers, (3) all costs of replacement of prone-to-fail risers, (4) the incremental costs attributable to assuming ownership of all service lines installed or replaced by Company, and (5) the incremental cost of assuming maintenance responsibility for all service lines.

Recoverable costs shall be offset by the greater of the Operations and Maintenance credit, calculated pursuant to the Commission's order in Case No. 13-1571-GA-ALT or the actual annual savings of certain Operations and Maintenance ("O&M") expenses from the baseline O&M of $1,192,953 established in Case No. 07-1080-GA-AIR.

The DRR will be updated annually, in order to reflect the impact on Company's DRR revenue requirement of net plant additions and other applicable, incremental costs, as offset by the O & M credit or savings, as applicable. Actual costs and actual recoveries are reconciled annually, with any under or over recovery being recovered or returned over the next twelve month period.

The monthly DRR charge applicable to Rate 310, 311, 315, 320 (Group 1), 321 (Group 1) and 325 (Group 1) customers shall be subject to caps approved by the Commission in Case No. 13-1571-GA-ALT.

DISTRIBUTION REPLACEMENT RIDER

DISTRIBUTION REPLACEMENT RIDER CHARGE

The charges for the respective Rate Schedules are:

Rate Schedule	$ Per Month	$ Per Ccf
310, 311 and 315	$6.60	
320, 321 and 325 (Group 1)	$6.60	
320, 321 and 325 (Group 2 and 3)		$0.04892
341	$71.96	
345		$0.01169
360		$0.00833

ENERGY EFFICIENCY FUNDING RIDER

APPLICABILITY

The Energy Efficiency Funding Rider ("EEFR") shall be applicable to all Customers served under the following Rate Schedules and to certain other Customers pursuant to contract:

- Rate 310 – Residential Default Sales Service
- Rate 311 – Residential Standard Choice Offer Service
- Rate 315 – Residential Transportation Service
- Rate 320 – General Default Sales Service
- Rate 321 – General Standard Choice Offer Service
- Rate 325 – General Transportation Service

DESCRIPTION

The Energy Efficiency Funding Rider Rate shall be applied to all billed Ccf for Gas Service rendered to Customers served under the applicable Rate Schedules.

The Rider shall recover the costs of funding energy efficiency programs as determined by the Demand Side Management ("DSM") Collaborative and as approved by the Commission.

Company shall file an application with the Commission requesting approval to change the Energy Efficiency Funding Rider Rate periodically in accordance with the Stipulation and Recommendation in Case No. 07-1080-GA-AIR.

The EEFR Rider Rate shall be calculated based on the approved funding to be expended over the subsequent recovery period. The costs to be recovered and the costs actually recovered shall be reconciled annually, with any under or over recovery being recovered or returned via the EEFR over a subsequent period.

ENERGY EFFICIENCY FUNDING RIDER RATE

The Energy Efficiency Funding Rider Rate is $0.00394 per Ccf.

TRANSPORTATION TERMS AND CONDITIONS (LARGE GENERAL AND LARGE VOLUME)

APPLICABILITY

Unless otherwise provided for in a written contract between Company and Customer, these Terms and Conditions apply to Customers receiving Gas Service under Rate 345, Large General Transportation Service, and Rate 360, Large Volume Transportation Service..

SECTION 1 - SERVICE AND CAPACITY:

1.1 Company and Customer shall agree to the service and capacity levels by completing a contract ("Service Agreement"). Service will be provided in accordance with these Transportation Terms and Conditions.

1.2 Company shall, at all times, deliver volumes of natural gas delivered to Company's gas system on Customer's behalf, less the Unaccounted For Gas Percentage in Sheet No. 54, up to the maximum daily volume defined under Section 1.3 of these Transportation Terms and Conditions and the Service Agreement.

1.3 The maximum daily volume of gas that may be delivered on Customer's behalf and transported on Company's gas system shall be Customer's Maximum Daily Delivery Obligation ("MDDO"). The MDDO agreed to and specified in the Service Agreement will be set such that an adequate volume of gas may be delivered to and transported on Company's gas system to meet Customer's peak day gas requirements. Company will serve demand above Customer's MDDO only on a best efforts basis.

1.4 Upon notice, Customer may choose to increase its MDDO under this Rate Schedule by requesting an increase in writing. Company will accommodate the request when Company has sufficient capacity to serve Customer's increased MDDO. The increase shall take effect in the next billing month.

1.5 If necessary to ensure that an adequate volume of gas may be delivered to meet Customer's peak day gas requirements, Company may increase Customer's MDDO to match any actual gas usage that exceeds Customer's then-existing MDDO on any day. Company shall not be required to deliver any volumes in excess of the current or agreed to increased MDDO.

1.6 If Customer demonstrates a significant and substantial reduction in peak day gas usage due to reasons other than seasonal or weather-related gas requirements, Company will, at Customer's request, reduce Customer's MDDO to a reasonable level agreed to by both parties. Customer's MDDO reduction shall take effect in the first billing month after the billing month in which the parties agree to the MDDO reduction.

1.7 This Transportation Service relates only to gas received by Company at the applicable Interstate city gate(s), to be used for delivery to Customer Meter Number(s) specified in Customer's Service Agreement with Company. Unless otherwise agreed to in a separate contract, Company shall not be obligated to provide Customer any other service.

1.8 If Customer's gas requirement exceeds the capacity of Company's gas system, Company will only deliver gas at the incremental cost of providing said service.

TRANSPORTATION TERMS AND CONDITIONS (LARGE GENERAL AND LARGE VOLUME)

Section 2 - INTERSTATE PIPELINE CAPACITY RELEASE SERVICE:

2.1 If Customer is an SCO or Sales Service Customer prior to receiving Transportation Service, Customer agrees to accept Company's assignment of Company's firm interstate gas pipeline capacity as specified and if offered by Company to Customer. Customer or its supplier shall enter into a separate Capacity Release and Assignment Agreement with Company for any firm capacity that will be provided. Company and Customer shall agree upon the pipeline's identity and amount of capacity that Company will assign. This amount shall be sufficient to supply Customer's MDDO and may be adjusted in accordance with the provisions of Section 1 of these Transportation Terms And Conditions.

2.2 Customer shall pay the maximum applicable interstate pipeline tariff rate for the capacity assigned hereunder. Customer shall retain title to this capacity and use it throughout the term of Customer's Service Agreement to transport natural gas to Company's gas system. Company will have the "right-of-first refusal" to bid on such capacity upon its re-release. All capacity rights assigned hereunder shall revert to Company upon the expiration of the Service Agreement and neither Customer nor its supplier shall be obligated to take the assignment of Company's firm capacity thereafter. If Customer acquires non-Company interstate transportation capacity prior to the expiration of the Service Agreement, Customer remains completely responsible for the disposition of and payment for the capacity assigned to it by Company.

Section 3 - RESERVED FOR FUTURE USE

Section 4 - SCHEDULING AND NOMINATING DELIVERIES:

4.1 Customer shall be subject to the Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator) contained in Sheet No. 51.

Section 5 - SYSTEM UNACCOUNTED FOR GAS PERCENTAGE:

5.1 Customer shall provide Company with an amount of gas necessary to compensate Company for gas lost and used in operations to provide Transportation Service as set forth in Sheet No. 54, Unaccounted for Gas Percentage. This amount may be adjusted periodically upon PUCO approval to reflect changes in the amount of gas lost and used in operations. Company will provide Customer with notice of any adjustment required under this Section.

Section 6 - MEASUREMENT AND QUALITY:

6.1 Company shall be responsible for all measurement at the point of delivery to Customer's facilities. Measurement and metering accuracy shall be based on the standards set forth in Company's General Terms and Conditions.

6.2 Company shall be responsible for installing, maintaining, and operating any telemetering devices or related equipment that may be required by Company to monitor consumption hereunder. Company's metered consumption data shall be used for all billing to Customer.

TRANSPORTATION TERMS AND CONDITIONS (LARGE GENERAL AND LARGE VOLUME)

6.3 Customer warrants that all gas delivered on its behalf to Company's gas system shall meet the quality, pressure, and heating value specifications of the applicable FERC Gas Tariff of the interstate gas pipeline(s) delivering Customer-Delivered Gas to Company.

Section 7 - BALANCING:

7.1 Customer shall be subject to the Nominations and Balancing Provisions (Large General, Large Volume, and Pool Operator) contained in Sheet No. 51.

Section 8 - CURTAILMENT:

8.1 Customer shall have no rights to gas from Company's system during a period of Curtailment. Customer shall be subject to the Curtailment Procedures in Company's General Terms and Conditions.

Section 9 - TITLE AND WARRANTY:

9.1 Customer warrants that it will, at the time and place of delivery, have good right and title to all volumes of gas delivered on its behalf to Company, free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses, or expenses (including reasonable attorney fees) arising from or out of the adverse claims of any or all persons relating to or arising from said gas.

Section 10 - FORCE MAJEURE:

10.1 Neither Customer nor Company shall be liable to the other for any act, omission, or circumstance resulting from events not reasonably within the control of the affected party. Neither of the following shall be considered a force majeure condition: 1) changes in market conditions that affect the acquisition or transportation of natural gas, or 2) failure of Customer to deliver or consume scheduled gas volumes. The affected party will use diligence to remove the cause of the force majeure condition and resume delivery or consumption of gas previously suspended. Gas withheld from Customer during a force majeure condition will be redelivered upon the end of such circumstances as soon as practical.

Section 11 - LATE PAYMENT CHARGE:

11.1 The Late Payment Charge set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

Section 12 - RETURNED CHECK CHARGE:

12.1 The Returned Check Charge set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

Section 13 - INTERRUPTION OF SERVICE DUE TO NON-RECEIPT OF GAS SUPPLY:

13.1 Company may interrupt Customer's Gas Service to the extent that Company does not receive gas from the interstate pipeline on Customer's behalf. If Company must interrupt Customer's Gas Service, Customer shall interrupt gas usage as directed. Company will endeavor to provide four (4) hours advance notice of such interruption, except when system conditions will not afford such notice. Company shall not be liable in damages or otherwise to Customer for any loss of production or other claim because of the lack of advance notice to Customer. If Customer fails to comply with Company's direction to interrupt, Company reserves the right to discontinue Gas Service to Customer.

TRANSPORTATION TERMS AND CONDITIONS (LARGE GENERAL AND LARGE VOLUME)

13.2 Gas consumed by Customer during a period of Curtailment will be billed in accordance with the terms of Unauthorized Gas Usage on Sheet No. 30, Miscellaneous Charges.

Section 14 – INDEMNITY:

14.1 Subject to the provisions of Company's General Terms and Conditions, Customer agrees to indemnify, exonerate, and hold harmless Company for all loss, damage, or expense growing out of or in any way connected with the claims of any person, except claims for injuries and/or death of employees of Company arising out of and in the course of their employment with Company, for injuries to person or property occasioned by such gas after it is delivered to Customer. Customer agrees to defend, at its own expense, any suit based upon such claims.

14.2 Subject to the provisions of Company's General Terms and Conditions, Company will indemnify, exonerate, and hold harmless Customer for all loss, damage, or expense growing out of or in any way connected with the claims of any person, except claims for injuries and/or death of employees of Customer arising out of and in the course of their employment with Customer, for injuries to person or property occasioned by such gas up to the point of delivery to Customer caused by Company's negligence. Company will defend, at its own expense, any suit based upon such claims, except that Company will not be liable or responsible for, and will not hold Customer harmless for any loss, damage, or expense growing out of or in any manner connected with the acts of any employee of Customer who may go upon or do anything to or with the property of Company.

Section 15 – REGULATION:

15.1 All service rendered hereunder shall at all times be subject to all rules, regulations, and orders of both the FERC and the Commission including: 1) the terms and conditions of any applicable interstate pipeline tariff regulated and approved by the FERC, 2) the guidelines issued by the Commission in Case No. 85-800-GA-COI, 3) Company's General Terms and Conditions as modified from time to time and approved by the Commission , and 4) other Commission orders affecting Company's Gas Services in general or Transportation Service in particular.

Section 16 -RESERVED FOR FUTURE USE:

TRANSPORTATION TERMS AND CONDITIONS (LARGE GENERAL AND LARGE VOLUME)

Section 17 - OPERATIONAL FLOW ORDERS:

17.1 Customer shall be subject to the Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator) contained in Sheet No. 51.

Section 18 - OTHER SYSTEM COSTS:

18.1 Customer agrees that if any of its actions, over which it exercises sole control as a Transportation Customer, cause Company to incur costs that Company would not have incurred had Customer complied with its obligations defined in this Agreement, Customer shall: 1) compensate Company for all such higher costs which Company is required to pay, and 2) take all necessary measures to allow Company to avoid incurring similar costs in the future. Further, if Customer is currently a SCO Customer and Company incurs any pipeline exit fees or similar charges as a result of Customer's election of Transportation Service hereunder, Customer shall compensate Company for these costs.

Section 19 – NOTICES:

19.1 Customer shall immediately notify Company of any known or anticipated variation in the amount of gas to be delivered hereunder, as well as any known or anticipated supplier shortfalls or constraints. All notices and correspondences to Company shall be addressed as specified in the Service Agreement.

NOMINATION AND BALANCING PROVISIONS (LARGE GENERAL, LARGE VOLUME, AND POOL OPERATOR)

APPLICABILITY

The following provisions shall apply to each Transporter and to each non-Pooling Transportation Customer being provided Gas Service under Rate 345 or Rate 360. **For purposes of these Nomination and Balancing Provisions only, the term "Transporter" shall mean "Pool Operator" and "non-Pooling Transportation Customer."**

NOMINATION PROVISIONS

Transporter shall notify Company of the exact daily quantity of gas nominated to be delivered to Company at pipeline delivery points agreeable to Company (Daily Pipeline Nomination). Company may require Transporter to allocate its Daily Pipeline Nomination to specified city-gate pipeline delivery points based on minimum and maximum allocation percentages (City-Gate Allocations), which Company may revise from time to time, based on operational considerations. Changes to City-Gate Allocations may be made effective annually after four months prior notice, unless extraordinary considerations require a shorter interval or notice period. Company may, based on operational considerations, require modification of Transporter's Daily Pipeline Nominations or deliveries that do not comply with these city-gate allocation percentage requirements.

Transporter shall provide notice to Company prior to each change in Transporter's Daily Pipeline Nomination by submitting to Company the nomination, via Company's EBB, by no later than 1:00 p.m. Central Clock Time ("CCT") of the workday previous to the start date of the Daily Pipeline Nomination. The nomination shall include information as required in Company's EBB. Notwithstanding the above, Company shall accept nominations submitted after the deadline specified above in accordance with the pipeline's intra-day nomination schedules. Until Transporter submits the required nomination to Company Transporter's nominations of daily quantities shall be zero. Unless otherwise permitted by Company, the Nomination Period shall not exceed thirty-one days.

Transporter shall be responsible for verifying and, if necessary, correcting its Daily Pipeline Nomination so that it matches Transporter's confirmed pipeline deliveries and is compliant with the City-Gate Allocations percentage requirements.

Transporter shall pay a Nomination Error Charge of $.25 per Dekatherm on the quantity difference between Transporter's final Daily Pipeline Nomination and the confirmed pipeline deliveries under Transporter's Daily Pipeline Nomination for each day such difference occurs ("Error Occurrences"). Transporter shall be allowed two Error Occurrences without charge each twelve months. Documented force majeure conditions and waivers of this charge shall not result in an Error Occurrence.

Transporter shall be assessed a City-Gate Allocation Non-Compliance Charge of $.50 per Dekatherm on the quantity difference if the Transporter's Daily Pipeline Nomination is less than the minimum or greater than the maximum city gate allocation requirements, which are calculated as the minimum or maximum city gate allocation percentages multiplied by the Transporter's Daily Pipeline Nomination ("Non-Compliance Occurrences"). Transporter shall be allowed two Non-Compliance Occurrences without charge each twelve months. Documented force majeure conditions and waivers of this charge shall not result in a Non-Compliance Occurrence.

NOMINATION AND BALANCING PROVISIONS (LARGE GENERAL, LARGE VOLUME, AND POOL OPERATOR)

BALANCING PROVISIONS

Transporter shall be obligated to balance on a daily and monthly basis its total usage, adjusted to Dekatherms, with the total deliveries of Transporter-Delivered Gas as adjusted to reflect Company's Unaccounted for Gas Percentage. An Imbalance Quantity shall exist when the Transporters' total usage is greater than or less than Transporter's total deliveries on a daily or monthly basis.

The following definitions shall apply:

Daily Index Price: The Daily Midpoint Price per Dekatherm reported in Platts Gas Daily, in the table "Daily Price Survey" for delivery to: Appalachia: Columbia Gas, Appalachia.

Monthly Index Price: The average of the Daily Index Prices for each day during the month.

Daily Under-Delivery Charge: The Daily Under-Delivery Charge shall be the sum of the Daily Index Price and the maximum interruptible pipeline transportation rate, including fuel and all surcharges.

Daily Over-Delivery Charge: The Daily Over-Delivery Charge shall be the sum of the Daily Index Price and the firm pipeline transportation commodity rate, including fuel and all surcharges.

Monthly Under-Delivery Charge: The Monthly Under-Delivery Charge shall be the sum of the Monthly Index Price and the maximum interruptible pipeline transportation rate, including fuel and all surcharges.

Monthly Over-Delivery Charge: The Monthly Over-Delivery Charge shall be the sum of the Monthly Index Price and the firm pipeline transportation commodity rate, including fuel and all surcharges.

Nomination and Balancing Provisions Charges: Any Charge assessable to Transporter pursuant to these Nomination and Balancing Provisions.

NOMINATION AND BALANCING PROVISIONS (LARGE GENERAL, LARGE VOLUME, AND POOL OPERATOR)

DAILY BALANCING PROVISIONS

Transporter shall be obligated to balance its total daily usage adjusted to Dekatherms ("Total Daily Usage") with the aggregated total daily deliveries of Transporter-Delivered Gas by the interstate pipeline, as reduced to reflect Company's Unaccounted for Gas Percentage as specified in Sheet No. 54 ("Total Daily Deliveries"). A Daily Imbalance Quantity shall exist when the Total Daily Usage is greater than or less than the Transporter's Total Daily Deliveries.

Daily Under-Delivery Imbalance: If Transporter's Total Daily Deliveries are less than its Total Daily Usage, the gas shortfall shall be considered Daily Under-Delivery Imbalance Quantities. Daily Under-Delivery Imbalance Quantities up to and including 15% of Total Daily Usage shall be carried to month-end; Daily Under-Delivery Imbalance Quantities over 15% shall be Cashed out. Transporter shall pay for Daily Under-Delivery Gas Quantities greater than 15% of Total Daily Usage pursuant to the following:

(1) 1.05 times the Daily Under-Delivery Charge for each Dekatherm of Under-Delivery Imbalance Quantity that is greater than 15%, up to and including 25% of Total Daily Usage; plus
(2) 1.2 times the Daily Under-Delivery Charge for each Dekatherm of Daily Under-Delivery Imbalance Quantity that is greater than 25% of Total Daily Usage; plus
(3) Applicable taxes.

During a Cold Weather OFO, the aforementioned Daily Under-Delivery Imbalance provisions will be replaced by those specified in the section entitled Operational Flow Order Imbalance Provisions.

Daily Over-Delivery Imbalance: If Transporter's Total Daily Deliveries are greater than its Total Daily Usage, the excess gas shall be considered Daily Over-Delivery Imbalance Quantities. Daily Over-Delivery Imbalance Quantities up to and including 15% of Total Daily Usage shall be carried to month-end; Daily Over-Delivery Imbalance Quantities over 15% shall be Cashed Out. Transporter shall be paid for such Daily Over-Delivery Imbalance Quantities greater than 15% of Total Daily Usage pursuant to the following:

1) 0.9 times the Daily Over-Delivery Charge for each Dekatherm of Daily Over-Delivery Imbalance Quantity that is greater than 15%, up to and including 25% of Total Daily Usage; plus
2) 0.75 times the Daily Over-Delivery Charge for each Dekatherm of Daily Over-Delivery Imbalance Quantity that is greater than 25% of Total Daily Usage.

During a Warm Weather OFO, the aforementioned Daily Over-Delivery Imbalance provisions will be replaced by those specified in the section entitled Operational Flow Orders Imbalance Provisions.

Excess Daily Imbalance: If Transporter exceeds the minimum Daily Imbalance percentage of 15% on more than 36 days during a twelve consecutive month period, the Daily Over/Under-Delivery Charge multipliers for that Transporter will be as follows for the next twelve month period:

Daily Under-Delivery Charge multipliers will be 1.20 and 1.35 (vs. 1.05 and 1.20)
Daily Over-Delivery Charge multipliers will be 0.75 and 0.60 (vs. 0.90 and 0.75)

NOMINATION AND BALANCING PROVISIONS (LARGE GENERAL, LARGE VOLUME, AND POOL OPERATOR)

MONTHLY BALANCING PROVISIONS

Transporter shall be obligated to balance its total monthly usage adjusted to Dekatherms ("Total Monthly Usage") with the actual monthly deliveries of Transporter-Delivered Gas by the pipeline, as adjusted to reflect (1) Company's Unaccounted for Gas Percentage as specified in Sheet No. 54, (2) the net effect of Daily Imbalance Quantities cashed out during the current month (collectively, "Total Monthly Deliveries"). A Monthly Imbalance Quantity shall exist when the Total Monthly Usage is greater than or less than Transporter's Total Monthly Deliveries.

Monthly Under-Delivery Imbalance: If the Total Monthly Deliveries for Transporter's account at the end of the month are less than its Total Monthly Usage, the gas shortfall shall be considered Monthly Under-Delivery Imbalance Quantities. Monthly Under-Delivery Imbalance Quantities greater than 0% shall be Cashed out. Transporter shall pay for Monthly Under-Delivery Imbalance Quantities greater than 0% of Total Monthly Usage pursuant to the following:

(1) 1.0 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Under-Delivery Imbalance Quantity that is greater than 0%, up to and including 5% of Total Monthly Usage; plus
(2) 1.05 times the Monthly Under-Delivery Charge for each Dekatherm of Monthly Under-Delivery Imbalance Quantity that is greater than 5%, up to and including 15% of Total Monthly Usage; plus
(3) 1.2 times the Monthly Under-Delivery Charge for each Dekatherm of Monthly Under-Delivery Imbalance Quantity that is greater than 15% of Total Monthly Usage; plus
(4) Applicable taxes.

Monthly Over-Delivery Imbalance: If the Total Monthly Deliveries for Transporter's account at the end of the month are greater than its Transporters' Total Monthly Usage, the gas excess shall be considered Monthly Over-Delivery Imbalance Quantities. Monthly Over-Delivery Imbalance Quantities greater than 0% shall be Cashed out. Transporter shall be paid for Monthly Over-Delivery Imbalance Quantities greater than 0% of Total Monthly Usage pursuant to the following:

(1) 1.0 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Over-Delivery Imbalance Quantity that is greater than 0%, up to and including 5% of Total Monthly Usage; plus
(2) 0.9 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Over-Delivery Imbalance Quantity that is greater than 5%, up to and including 15% of Total Monthly Usage; plus
(3) 0.75 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Over-Delivery Imbalance Quantity that is greater than 15% of Total Monthly Usage.

NOMINATION AND BALANCING PROVISIONS (LARGE GENERAL, LARGE VOLUME, AND POOL OPERATOR)

OPERATIONAL FLOW ORDER IMBALANCE PROVISIONS

In the event of a Company issued OFO pursuant to Operational Flow Orders Section of Company's General Terms and Conditions, the following provisions will apply:

Cold Weather OFO Day: During a Cold Weather OFO, the Transporter shall be subject to the following Daily OFO Under-Delivery Imbalance provisions:

If Transporter's Daily Under-Delivery Imbalance Quantity is greater than 5% of actual Total Daily Usage, the shortfall quantities shall be Cashed-out. Transporter shall pay the following:

(1) For each Dekatherm of Daily Under-Delivery Imbalance Quantities greater than five (5) percent of Total Daily Usage, the Daily Under-Delivery Charge; plus

(2) The higher of (a) all other charges incurred by Company and attributable to Transporter's Daily Under-Delivery Imbalance Quantity, including pipeline penalty charges on the OFO shortfall quantities, or (b) an OFO Imbalance Charge of $10.00 per Dekatherm on the portion of the Daily Under-Delivery Imbalance Quantity that is greater than five (5) percent of Total Daily Usage; plus

(3) Applicable taxes.

Daily Balancing Provisions apply to over-deliveries during a Cold Weather OFO. If it is determined by Company that over-deliveries in excess of the daily usages are helpful, Company may waive the Daily Over-Delivery Imbalance Provisions for that day. Waivers related to helpful over-deliveries will be communicated in conjunction with the issuance of the OFO notice.

Warm Weather OFO Day: During a Warm Weather OFO, the Transporter shall be subject to the following Daily OFO Over-Delivery Imbalance provisions:

If Transporter's Daily Over-Delivery Imbalance Quantity is greater than 5% of its actual Total Daily Usage, the excess quantities shall be Cashed out. Transporter shall be paid for each Dekatherm of Daily Over-Delivery Imbalance Quantities greater than five (5) percent of Total Daily Usage, the Daily Over-Delivery Charge. Transporter shall pay the following:

(1) The higher of (a) all charges incurred by Company and attributable to Transporter's Daily Over-Delivery Imbalance Quantity; including pipeline penalty charges on the OFO excess quantities, or (b) an OFO Imbalance Charge of $10.00 per Dekatherm on the portion of the Daily Over-Delivery Imbalance Quantity that is greater than five (5) percent of Total Daily Usage; plus

(2) Applicable taxes.

Daily Balancing Provisions apply to under-deliveries during a Warm Weather OFO. If it is determined by Company that under-deliveries in excess of the daily usages are helpful, Company may waive the Daily Under-Delivery Imbalance Provisions for that day. Waivers related to helpful under-deliveries will be communicated in conjunction with the issuance of the OFO notice.

NOMINATION AND BALANCING PROVISIONS (LARGE GENERAL, LARGE VOLUME, AND POOL OPERATOR)

IMBALANCE TRADING

Transporter may trade daily and monthly imbalance quantities, including those on OFO days, to reduce or eliminate its imbalances. Imbalance Trading is subject to the following provisions:

(1) The schedule for the trading of imbalances shall be as follows:
   a. Company shall issue an initial statement of daily and monthly imbalances (i.e. prior to imbalance trades) to Transporter within ten (10) business days following the end of the month.
   b. Transporter shall complete and submit its daily and monthly imbalance trades to Company within three (3) business days following the issuance of the initial imbalance statement.
   c. Company shall issue a final imbalance statement of daily and monthly imbalances to Transporter within three (3) business days following the close of imbalance trading.

(2) The quantity eligible for trading is 100% of the calculated pre-trade daily or monthly imbalance quantities. Transporter may not trade to establish an imbalance in the opposite direction of the original imbalance.

(3) Company will bill the selling party to an Imbalance Trade a $10.00 Imbalance Trading Charge for each transaction. For purposes of this charge, a transaction is each transfer of gas imbalance for a specific gas day or month pursuant to an arrangement by, or between, Transporter(s) to purchase, sell, or trade gas imbalances.

(4) Any dollar payments, receipts, or exchanges of other consideration agreed upon between the parties to an Imbalance Trading transaction are outside the scope of this tariff and must be completed between the parties themselves.

WAIVER OF CHARGES

In its reasonable discretion, on a case-by-case basis, Company may waive all or part of any Charge assessable to Transporter pursuant to these Nomination and Balancing Provisions, when such Charges result from situations which occur beyond the reasonable control of Transporter, including, without limitation, an unexpected production outage, equipment malfunction or upstream pipeline error. The waiver of such otherwise assessable Charge shall be exercised on a non-discriminatory basis. Requests for waivers must be submitted in writing to Company and be signed by an authorized representative of Transporter. VEDO will retain records of waiver requests received and their dispositions. Daily and Monthly Balancing Provisions may be waived or amended on a case-by-case basis for situations beyond the reasonable control of the Transporter. Such waivers or amendments shall be exercised on a non-discriminatory basis.

DISPOSITION OF CHARGES

The gas cost portion of all cash-outs relating to imbalances and all incremental gas costs and pipeline penalties will be recovered from or credited to Suppliers providing system balancing through Company-released storage. The following charges will also be credited to the Suppliers: Nomination Error Charges, City-Gate Allocation Non-Compliance Charges, and the non-gas portions of all imbalance cash-outs. Company will not retain amounts associated with Nomination and Balancing Provisions Charges, except as necessary to offset pipeline penalties.

POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

APPLICABILITY

The following Terms and Conditions apply to Choice Suppliers under Rate 385, Pooling Service (Residential and General).

CUSTOMER ENROLLMENT

Customer Sign-Up and Enrollment Procedures:

When soliciting and/or enrolling Non-Mercantile Customers, Choice Suppliers must adhere to the Commission's "Minimum Standards for Competitive Retail Natural Gas Service" rules and coordinate customer enrollment with the Company in accordance with the procedures set forth in Chapter 4901:1-29 of the OAC.

Regardless of the Customer enrollment method used, within 3 business days after completion of enrollment (unless a later date is agreed to or Customer rescinds), Choice Supplier will provide Company with an electronic file in a format specified by Company, containing a listing of all Customers that Choice Supplier has signed up or desires to drop since its last submission. Among other things, this list shall include each Pool Customer's name, service address and Company account number. Company will evaluate the information provided for accuracy and Customer eligibility, and provide Choice Supplier with a confirmation report within three (3) business days. In the event more than one Choice Supplier includes the same Pool Customer on their enrollment files to begin the same period, Customer will be assigned to Choice Supplier whose acceptable enrollment was first processed by Company.

Once complete and accurate information supporting a Customer joining or leaving Choice Supplier's Pool is received and confirmed by Company, the change will be effective with Customer's next on-cycle meter reading after Customer's Enrollment Processing Period. If Customer rescinds its enrollment prior to commencing service with a Choice Supplier, Company shall notify Choice Supplier within two business days of Customer's rescission. Customer will remain with its Choice Supplier until: 1) Customer's name, service address, and account number appear on another Choice Supplier's electronic enrollment file listing; 2) Customer or Choice Supplier notifies Company that the Customer has been dropped from the Choice Program or the Customer's contract has expired; 3) Customer moves out of their current address or 4) Customer joins the PIPP program (See definition of "Pool" on Sheet 59).

POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

Company shall issue a written notification to Customer informing Customer of the applicable change. Customers who on their own initiative decide to terminate their relationship with a Choice Supplier will be permitted to do so without Company making any determination regarding whether Customer is contractually permitted to make such move. In that instance, Customer shall transfer to SCO Service unless it selects another Choice Supplier. Company shall not be liable to Choice Supplier or Customer for allowing Customer to transfer to DSS or SCO Service or another Choice Supplier.

If Company rejects a Customer from enrollment, Choice Supplier shall notify Customer within three business days from Company's notification of rejection that Customer will not be enrolled or enrollment will be delayed, along with the reason(s) therefore.

Company shall, prior to a Customer commencing service with a Choice Supplier, mail Customer a confirmation notice stating:

1. Company has received a request to enroll Customer with the named Choice Supplier, and, in the case of an enrollment request from a Customer who is currently served by another Choice Supplier, a statement that Company's records reflect that Customer is currently enrolled with another Choice Supplier along with an admonition that Customer should review the terms and conditions of the incumbent Choice Supplier's Contract for Customer's obligations under said Contract;
2. The date such service is expected to begin;
3. Customer has seven business days from the postmark date on the notice to contact Company telephonically, in writing or via the Internet to rescind the enrollment request or notify Company that the change of Choice Supplier was not requested by Customer; and
4. Company's toll-free telephone number, mailing address and website address.

Choice Supplier's failure to adhere to any Customer enrollment procedures or failure to provide verification of enrollment within the time period specified herein shall be treated in the same manner as other violations of the Choice Supplier Code of Conduct.

Eligible Customer List:
Company shall make available to PUCO-certified Retail Natural Gas Suppliers approved by the Company for participation in the Company's Choice Program an electronic list of Customers eligible for participation in the Program, as defined in Section 4929.22 (B) of the Revised Code. The fee for such eligible customer list is described in Rate 385.

Content of Renewal Notices:
In the administration of Customer contract renewal notifications, Choice Suppliers must adhere to the Commission's "Minimum Standards for Competitive Retail Natural Gas Service" rules in accordance with the procedures set forth in Rule 4901:1-29-10 of the OAC.

POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

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POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

POOL CUSTOMER BILLING OPTIONS

Choice Supplier may elect one of the following two billing options for its Pool Customers. Such election shall be applicable to all of Choice Supplier's Pools and Customers.

Option 1 – Company Consolidated Billing:
Pool Customer shall receive one Bill from Company that indicates the name of Choice Supplier from whom Customer is receiving its gas supply and which includes an amount for Choice Supplier's gas supply charges in accordance with the pricing arrangements agreed upon between Choice Supplier and Customer, including any taxes for which Choice Supplier must collect. Choice Supplier shall furnish Company with sufficient Bill contents as required in Rule 4901:1-29-12(b) of the OAC. Company's consolidated Bill may provide the budget amounts, past due balances, and payments applied on a consolidated basis only. A Choice Supplier who elects this billing option will be limited to a reasonable number of pricing arrangements to which a Customer may be assigned by Choice Supplier.

Pool Customer will be responsible for making payment to Company for the entire amount shown on the Bill, including both Company's and Choice Supplier's charges. Once a month, Company shall remit to Choice Supplier, by wire transfer or otherwise, payment for all gas supply billed to Choice Supplier's Customers by Company on Choice Supplier's behalf, including taxes attributable to Choice Supplier's portion of the Bill, less any applicable offsetting amount. Choice Supplier shall be responsible for dispersing to the appropriate taxing authorities any tax that is attributable to Choice Supplier's portion of the Bill.

In the event Customer remits to Company less than the full payment due, the payment received shall first be attributed to Company's past due charges, then to Company's current charges, and the residual amount, if any, shall be attributed to Choice Supplier's portion of the Bill, including the taxes thereon. Customer shall be subject to the Late Payment Charge set out in Sheet No. 30, Miscellaneous Charges, against the entire amount of past due charges on Customer's Bill. Company shall be responsible for collection responsibilities associated with any shortfall from Customer.

Option 2 – Dual Billing:
Pool Customer shall receive two bills as follows:

1. Company shall bill and collect for its portion of the Bill that includes charges for Transportation Service and all applicable Riders. Company's Bill shall include Choice Supplier's name and a statement that Choice Supplier is responsible for billing Choice Supplier's charges. In the event that Customer remits to Company less than the amount included on Company's Bill, Customer shall be subject to the same late payment charges and disconnect rules that would be applicable if Customer were receiving SCO Service.

2. Choice Supplier shall be responsible for billing and collecting its part of the bill including any arrearages due from Choice Supplier's own prior billings. To facilitate Choice

POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

Supplier's portion of the billing each month, Company will provide Choice Supplier with an electronic notification of the monthly meter readings of all Customers within Choice Supplier's Pool that have been billed by Company. Such billing data will correspond to the meter reading data on which Company based its Bill for Transportation Service. Choice Supplier may terminate gas sales to any Pool Customer for non-payment and remove Customer from its Pool in accordance with the procedures for deleting Customers from a Choice Supplier's Pool.

CUSTOMER INQUIRIES AND DISPUTE RESOLUTION

Choice Suppliers shall investigate Customer complaints (including Customer complaints referred by Company) in accordance with the procedures set forth under Commission Rule 4901:1-29-08 of the OAC.

POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

CODES OF CONDUCT

Choice Supplier Code of Conduct:

In addition to fulfilling the Terms and Conditions of Company's Choice Supplier Pooling Agreement for Residential and General Transportation, the participating Choice Supplier and governmental aggregator shall be certified by the PUCO, as set forth in Rule 4901:1-27 of the OAC, the Commission's rule addressing Certification of Governmental Aggregators and Retail Natural Gas Suppliers.

The Choice Supplier and governmental aggregator shall conduct its activities consistent with the Commission's rules governing Competitive Retail Natural Gas Service as set forth in Rules 4901:1-27 through 4901:1-34 of the OAC, which are incorporated herein by reference. Company shall make copies of the applicable Competitive Retail Natural Gas Service rules available upon request. Choice Supplier's failure to comply with Company's Tariff and/or Commission Rule requirements may be deemed to be a material default within the meaning of Commission Rule 4901:1-27(12) (J) of the OAC, which may be grounds for Company requesting suspension or termination of the Choice Supplier Pooling Agreement for Residential and General Transportation, pursuant to the Rule.

POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

CAPACITY AND OPERATING REQUIREMENTS

Comparable Firm Capacity Requirement:

Choice Supplier agrees to secure sufficient firm interstate pipeline capacity, of which a portion shall be Company released capacity, with primary delivery points to Company's city gates and firm supply to meet 100% of each month's Peak Design Day Demand of its Pool Customers, less a percentage during the winter months reflecting the Pool's entitlement to Company's alternate peaking supplies as described below (Comparable Firm Capacity Requirement). All obligations of Choice Supplier with respect to such capacity and supply shall be the sole responsibility of Choice Supplier.

On a daily basis, Company will provide Choice Supplier with the revised Peak Design Day Demand for Choice Supplier's Pool effective the following day. This volume will change over time as necessary to reflect Customers joining and/or leaving Choice Supplier's Pool and any changes in Company's peak design day demand parameters.

Company may periodically verify Choice Supplier's compliance with this Comparable Firm Capacity Requirement. Choice Supplier will provide to Company upon request copies of contracts for upstream pipeline capacity not released by Company and supply contracts showing the firm quantities reserved or purchased and the specific points of delivery. If Choice Supplier is securing firm city gate supplies, Choice Supplier shall provide a copy of such firm supply agreement, and additional documentation as required by Company to confirm compliance of the applicable interstate pipeline capacity.

If Company identifies a firm capacity deficiency, such deficiency shall be resolved to Company's satisfaction by one or a combination of the following, at Choice Supplier's discretion: 1) immediate acquisition by Choice Supplier of additional firm pipeline capacity, 2) assignment to Choice Supplier of Company's pipeline capacity, 3) delayed enrollment of new Pool Customers, 4) return/transfer of existing Pool Customers to SCO Service, or 5) transfer of Pool Customers to another Choice Supplier. If Company identifies a firm supply deficiency, such deficiency shall be resolved to Company's satisfaction by one or a combination of the following, at Choice Supplier's discretion: 1) immediate acquisition by Choice Supplier of additional firm supply, 2) delayed enrollment of new Pool Customers, 3) transfer of existing Pool Customers to SCO Service, or 4) transfer of Pool Customers to another Choice Supplier.

POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

Mandatory Assignment of Pipeline Capacity:
Company will release its pipeline transportation and storage capacity to Choice Supplier based upon a percentage to be confirmed annually of the Peak Design Day Demand of Choice Supplier's Pool. Choice Supplier may elect to have a Choice Supplier's Designee take release of Choice Supplier's allocation of pipeline transportation and storage capacity. Choice Supplier's Designee must be a signatory party to a Choice Tri-Party Capacity Release Agreement as set forth below. Choice Supplier or Choice Supplier's Designee shall take release of specific interstate pipeline firm transportation and storage capacity for a term, agreed to by Company, subject to Company's right of capacity recall contained elsewhere in these Terms and Conditions.

Terms and conditions of the capacity release will be specified in pipeline capacity release forms, including length of term, price, and recall requirements, subject to FERC requirements for capacity release. Choice Supplier or Choice Supplier's Designee may not change any primary points of receipt or delivery associated with released pipeline transportation contracts during the term of the capacity release. In addition, for specific parcels of capacity identified by Company, Choice Supplier or Choice Supplier's Designee may not utilize any delivery point other than those primary and secondary points identified by Company unless the capacity is released at the pipeline's full tariff rate or unless an alternate capacity billing arrangement is agreed to by Choice Supplier and Company. The released capacity is subject to recall at any time if Choice Supplier or Choice Supplier's Designee does not perform in accordance with the Agreement or fails to comply with the Choice Supplier Code of Conduct and other provisions set forth in these Terms and Conditions.

Choice Supplier or Choice Supplier's Designee may re-release any capacity assigned to it hereunder except TCO storage capacity, provided that: 1) Choice Supplier or Choice Supplier's Designee will continue to be responsible for payment of all pipeline charges associated with the released capacity; 2) any re-release of such capacity remains subject to the restrictions identified in the Company's Tariff; and 3) the capacity is not needed to satisfy the Choice Supplier's Pool's DDQ on such day(s). Choice Supplier or Choice Supplier's Designee may use other firm pipeline capacity to supply its DDQ and re-release portions of its assigned pipeline capacity, subject to the previously mentioned restrictions.

Choice Tri-Party Capacity Release Agreement:
A Choice Tri-Party Capacity Release Agreement must be executed by Choice Supplier, Choice Supplier's Designee and Company before the assignment of pipeline transportation and/or storage capacity and all other terms and conditions contained in such Choice Tri-Party Capacity Release Agreement are effective. Choice Supplier's Designee shall be subject to Company's approval. Company retains discretion to reject a proposed Choice Supplier Designee based on a creditworthiness evaluation or other issues that take into consideration the reliability of performance of all obligations, including financial obligations. Choice Supplier's Designee must comply with all capacity release requirements and re-release limitations, either per this Tariff for Gas Service or per Company operating procedures. Choice Supplier shall remain responsible for both its and its Choice Supplier's Designee's compliance with the requirements of Company's Choice program.

Monthly Reassignment of Capacity:
Transportation and storage capacity released to Suppliers will follow Customers to their new Suppliers upon migration to and from Choice Service with monthly reassignment of capacity to Suppliers based on their Peak Design Day Demands. Company reserves the right to adjust capacity release quantities intra-month in the event large migrations occur.

Operational System Balancing:
Company's TCO storage will be released to each Choice and SCO Supplier on a proportionate basis. The holders of Company-released TCO storage capacity will collectively provide system balancing through Predetermined Allocations (PDA) set with TCO.

POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

PDAs will be established with TCO at the beginning of each month proportional to the percentage of TCO storage capacity released to Suppliers. Each day Choice Supplier will be allocated a portion of the daily system imbalance based on its PDA percentage. Choice Supplier will be charged by TCO for any overrun or penalties associated with exceeding its individual storage volume limits. If Company, as meter operator, incurs TCO penalties, such penalties will be assessed to each Choice Supplier that contributed to the penalty proportional to their contribution to the violation.

Choice Suppliers will agree to provide Company access to their daily TCO storage balances. Choice Suppliers will also agree to follow Company-established minimum and maximum limits for daily storage injections and withdrawals, and minimum storage inventory requirements to ensure sufficient storage inventory and capacity to balance Company's system each day. At no time shall Choice Supplier's Company-released TCO storage inventory volume be less than the minimum specified by Company.

Provider of Last Resort ("POLR") Service:
Choice Supplier shall temporarily provide supply from Company-released TCO storage capacity to cover system load requirements in the event of a Supplier default or OFO event.

Defaulting Suppliers will be required to reimburse affected parties for any incremental costs incurred to provide POLR Service. Any incremental costs not recovered from defaulting Suppliers will be included in the ETC Rider.

Company will act as POLR Coordinator, identifying the need for POLR service and notifying SCO and Choice Suppliers.

Company will take the following short-term action with regard to obtaining POLR supply:

(1) Choice and SCO Suppliers collectively will provide supply to meet POLR needs, using their individual TCO storage inventories. The withdrawn storage inventory will be subsequently replaced.

(2) If Company determines that the daily quantity of gas needed may affect the reliability of the system, an OFO will be issued, to ensure that Transportation Customers or Pool Operators are not under delivering versus their respective usages during the POLR period.

(3) Next, as soon as possible, all transportation and storage capacity released to any defaulting Supplier will be recalled by Company who will use it to meet the immediate needs of the defaulting Supplier's customers. Company will claim the defaulting Supplier's storage inventory as needed to meet the defaulting Supplier's customer loads.

POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

(4) Company will fill any remaining shortfall through acquiring additional temporary capacity and supply or city-gate deliveries.

(5) Company will coordinate the provision of POLR service for the remainder of the billing month in which a Supplier default occurs, and the subsequent month, or until an alternate solution is effectuated.

In the event of defaulting supplier removal, Company will take the following action with regard to an alternate solution:

(1) If a Choice Supplier is removed, Company will offer non-defaulting Choice Suppliers the option of assuming the customers of the removed Choice Supplier. If there are no non-defaulting Choice Suppliers that will assume the removed Choice Supplier's customers, the customers will transfer to SCO service.

(2) If an SCO Supplier is removed or Choice Suppliers do not assume the customers of a removed Choice Supplier:

(a) The existing SCO Suppliers loads will be increased to cover the defaulted load on a pro rata basis. Such incremental load will be limited to 50% of initial Tranches awarded.

(b) For the portion of increased load quantity greater than 50% of initial Load Tranches awarded to existing SCO Suppliers, that load will be assigned to a new SCO Supplier based on an accelerated auction process.

Company Demand Forecast:
Company shall forecast each Pool's Peak Design Day Demand and Expected Demand based upon Company's design day and forecasted weather, respectively; the number of Customers in the Pool; and the historic usage characteristics of the Pool Customers. The Peak Design Day Demand, Expected Demand, and corresponding DDQ shall be based on a single market area upon the implementation of the Program. However, through experience gained with the Program, Company may create separate forecasts and DDQs and require separate Pools for specific market areas.

Daily Scheduling of Directed Delivery Quantities:
By 8:00 a.m. Central Clock Time (CCT), Company will post on its EBB, Choice Supplier's DDQ by Pool for the gas day beginning 9:00 a.m. CCT the following day. Such DDQ shall be the sum of: 1) the Expected Demand of Choice Supplier's Pool for that gas day calculated using the Pool's demand equation and forecasted weather; and 2) any necessary adjustments for interstate pipeline and/or Company operating constraints, system knowledge and experience, and/or prior imbalances associated with the periodic volume reconciliations. The DDQ will be stated in city-gate Dekatherms. At the time of posting the DDQ, Company shall indicate the minimum, maximum or exact volume that shall be delivered by Choice Supplier on each interstate pipeline or to each Company city gate to achieve the DDQ, and shall post any interstate pipeline and/or Company operating constraints that are expected to be in effect the following day(s). Company shall maintain city-gate allocation tables that outline the range of minimum and maximum delivery percentages required by city-gates and/or service areas on Company's system. These percentages shall be recalculated and communicated to Choice Suppliers periodically. Absent unforeseen circumstances, a minimum four months' notice will be provided on changes to the city-gate allocation tables.

POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

Choice Suppliers are required to nominate scheduled storage injections and withdrawals to the pipelines and to Company for all Company-released storage capacity. Company will post daily minimum and maximum TCO storage injection and withdrawal limits, and monthly minimum storage inventory levels. Scheduled injection nomination rights during winter months and scheduled withdrawal nomination rights during summer months are subject to approval in advance by Company.

By 1:00 p.m. CCT each day, and in any intra-day nominations thereafter, Choice Supplier shall nominate to Company via Company's EBB the quantity of gas that it has scheduled for delivery at Company's city gate(s) for its Pool(s) for the following gas day. Choice Supplier agrees to adhere to the nominating guidelines set out in the FERC approved tariff of the applicable interstate pipeline and comply with any Company operating and/or interstate pipeline restrictions communicated by Company.

Company will post actual system imbalance volumes the day after flow and each Choice Supplier's prorata share of the system imbalance per the monthly PDA. Company may at its discretion perform a No-Notice nomination to Choice Supplier's Company-released TCO storage for the prior day's flow if the Choice Supplier has not (1) delivered adequate supplies to meet their DDQ or (2) met their TCO minimum city-gate allocation delivery requirement.

Procedure for Gas Emergency Calls:
Choice Suppliers are required to adhere to Company's Gas Emergency Call Handling Procedure as it may be amended from time to time.

Allocation of Alternate Peaking Supplies:
During the months of December through March, Company shall reserve a portion of its alternate peaking supplies for Choice Supplier Pools, based on the product of each Pool's then-applicable Peak Design Day Demand and the percentage of Company's total design day needs forecasted to be met by alternate peaking supplies that month. The portion reserved shall be applied as a reduction to the Peak Design Day Demand that Choice Supplier must meet pursuant to its Comparable Firm Capacity Requirement.

On any day when the Pool's Expected Demand reaches the volume of Choice Supplier's Comparable Firm Capacity Requirement, Company shall supply the Pool's gas needs in excess of the Choice Supplier's Comparable Firm Capacity Requirements with alternate peaking supplies.

Choice Supplier will be assessed a proportionate share, as determined by Company, of the costs of alternate peaking supplies used for peak shaving for hourly load shaving and any other uses of alternative peaking supplies determined to be necessary for system operation in Company's discretion.

By October 1 of each year, and when there is a material change in Company's alternate peaking capacity, Company shall indicate the percentage of Choice Supplier Pool's Peak Design Day Demand that will be met with Company's alternate peaking supplies allocated by Company to such Pool.

POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

Measurement of Customer Usage Volumes:
Company shall be responsible for all usage measurement at the point of delivery to the Customer's facilities. Monthly volumes billed to Pool Customers shall be considered actual volumes consumed, whether the meter reading is actual or estimated.

Quality of Gas Delivered by Choice Supplier:
Choice Supplier warrants that all gas delivered by or on behalf of Choice Supplier for its Pool Customers shall meet the quality, pressure, heating value and other quality specifications of the applicable FERC Gas Tariff of the interstate gas pipeline delivering said gas to Company.

Title and Warranty:
Choice Supplier warrants that it will, at the time and place of delivery, have good right and title to all volumes of gas delivered on its behalf, free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify and hold Company harmless for all suits, actions, debts, accounts, damages, costs, losses, or expenses (including reasonable attorneys fees) arising from or out of the adverse claims of any or all persons relating to or arising from said gas.

ANNUAL VOLUME RECONCILIATION

1. SCO and Choice Suppliers' deliveries will be reconciled to their requirements on an annual basis.
2. For each month during the SCO Period, Company will compare each Supplier's Deliveries to the Supplier's Pool and Allocated Requirements to determine the Supplier's monthly Reconciliation Volumes.

    a. The Supplier's Deliveries will be the sum of the Supplier's confirmed deliveries to the city-gate and its no-notice storage activity, and its allocated share of alternate peaking supplies.
    b. The Supplier's Pool Requirements will be determined by adjusting the Supplier's Pool's actual billed usage for annual Standard Btu Value and the UAFG % identified in Company's Tariff.
    c. The Supplier's Allocated Requirements will include the Supplier's portion of Large Transporter Imbalance volumes, Company's Line Pack changes, and Company's Operational Balancing Agreement (OBA) volume changes.

3. The reconciliation cash-out price for each month will be the IFERC Gas Market Report First-of-the-month price for Columbia Gas Transmission Corp, Appalachia plus applicable variable costs including fuel retention and pipeline variable charges.
4. The sum of the monthly reconciliation cashout amounts, plus any applicable taxes, will be the annual cashout credit or charge. The annual cashout credit or charge will be recovered or passed back in the Exit Transition Cost (ETC) Rider.
5. Such reconciliations will be performed in the second month following the end of the last month of flow.
6. The Supplier's Annual Volume Reconciliation cashout charges and credits will remain subject to revision based on any corrections to underlying data and any issues identified in the annual ETC Audits.

POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

CONSEQUENCES OF CHOICE SUPPLIER'S FAILURE TO PERFORM OR COMPLY

If a Choice Supplier fails to deliver gas in accordance with the requirements of the Choice Supplier Pooling Agreement, or otherwise fails to comply with the provisions of Rate 385 and these Terms and Conditions, including those specified in the Choice Supplier Code of Conduct section, Company shall have the discretion to initiate the process to suspend temporarily or terminate such Choice Supplier's further Program participation for the applicable Pool.

- Non-Mercantile Pool: In the event Company seeks to suspend or terminate a Choice Supplier from the provision of service to any Non-Mercantile Pool under the Program, Company shall follow the process and timeline set out in Rule 4901:1-27-12(J), OAC. Among other things, this establishes the process by which Company must seek authorization from the Commission to terminate or suspend a Choice Supplier from providing service to a Non-Mercantile Pool in the event of a default.

- Mercantile Pool: In the event Company intends to suspend or terminate a Choice Supplier from the Program, Company shall first notify the Choice Supplier of the alleged violations that merit suspension or termination. Such notice shall be in writing, contain reasonable detail and shall be sent to Choice Supplier at the fax number listed in the Choice Supplier Pooling Agreement five (5) days prior to the suspension or termination. If, within five (5) days after the service of the previously mentioned notice, Choice Supplier remedies or removes the cause or causes stated in the notice, the Choice Supplier Pooling Agreement and such Mercantile Pool will continue in full force and effect. If Choice Supplier does not remedy or remove the cause or causes within five (5) days, then at the option of Company, the Choice Supplier Pooling Agreement relative to all Mercantile Pools may terminate at the expiration of said five (5) day period.

If Choice Supplier is suspended or expelled from the Program relative to a specific Pool, Customers in such Pool shall transfer to Standard Choice Offer Service, unless said Customers join another Choice Supplier's Pool. Any termination or cancellation of the Choice Supplier Pooling Agreement relative to some or all of Choice Supplier's Pools and pursuant to any provision of this section shall be without waiver of any remedy, whether at law or in equity, to which the party not in default otherwise may be entitled for breach of the Agreement.

CHOICE SUPPLIER WITHDRAWAL OR TERMINATION

If Choice Supplier in total or for a specific Pool is restricted from further participation in the Program or elects to withdraw from the Program, Company shall have the right to recall all pipeline capacity then assigned to Choice Supplier by Company associated with the specific Pool(s) in accordance with the terms of the release agreement. Payment of any amounts payable to Choice Supplier by Company will be held by Company until all volumes are reconciled and any charges owed to Company are paid in full.

POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

FORCE MAJEURE

If either Choice Supplier or Company is unable to fulfill its obligations under the Choice Supplier Pooling Agreement, Rate 385, or these Terms and Conditions due to an event or circumstance which is beyond the control of such party and which prevents such performance, such party shall be excused from and will not be liable for damages related to non-performance during the continuation of such impossibility of performance. Neither of the following shall be considered a force majeure condition: 1) changes in market conditions that affect the acquisition or transportation of natural gas, or 2) failure of Choice Supplier to deliver or Pool Customers to consume scheduled gas volumes.

The party claiming force majeure will use due diligence to remove the cause of the force majeure condition and resume delivery or consumption of gas previously suspended. Gas withheld from Choice Supplier or Pool Customers during a force majeure condition will be delivered upon the end of such condition as soon as practicable based on, among other things, Company's operating constraints.

UNACCOUNTED FOR GAS PERCENTAGE

APPLICABILITY

The Unaccounted for Gas Percentage shall be applicable to Choice Suppliers, Pool Operators, SCO Suppliers, and to non-Pooling Transportation Customers served under Rate 345 and Rate 360.

DESCRIPTION

A percentage of the quantities delivered by applicable parties at a point of receipt on Company's distribution system shall be designated to compensate for gas lost, used, and unaccounted for in system operations.

The Unaccounted for Gas Percentage stated below shall be adjusted periodically by Company, through updating of this Sheet No. 54 after approval by the Commission, to reflect any changes in the system unaccounted for percentage.

UNACCOUNTED FOR GAS PERCENTAGE

The Unaccounted for Gas Percentage is 1.4%.

SCO SUPPLIER TERMS AND CONDITIONS

APPLICABILITY

The following Terms and Conditions apply to SCO Suppliers under Rate 396, SCO Supplier Service.

DEFINITIONS

Columbia Appalachia Index – First of the Month "Columbia Gas Transmission Corp, Appalachia" as reported by Inside FERC's Gas Market Report in the table "Prices of Spot Gas Deliveries to Pipelines".

Comparable Firm Capacity Requirement - For the term of the SCO Phase, each SCO Supplier agrees to retain sufficient firm interstate pipeline transportation and storage capacity with primary delivery points to the Company city gates and firm gas supply to meet 100% of the monthly design peak day demands for its SCO Load Tranches, less a percentage during the winter months reflecting the SCO Supplier's alternate peaking allocation.

Directed Delivery Quantity (DDQ) - the sum of:

1. The Expected Demand of the SCO Supplier's Load Tranche(s) for that gas day, plus
2. System UAFG percentage volumes, plus
3. Any necessary adjustments for interstate pipeline and/or Company operating constraints, and/or prior imbalances associated with periodic volume reconciliations.

EFT – Panhandle Eastern Pipe Line Company Enhanced Firm Transportation.

Expected Demand - A SCO Supplier's forecasted Tranche usage for a particular gas day, as determined by Company.

Load Tranche or Tranche- a share of total Standard Choice Offer Service and Default Sales Service volumes to be supplied by SCO Supplier.

ORC - The Ohio Revised Code.

PEPL – Panhandle Eastern Pipe Line

Pre-determined Allocation ("PDA") - a contractual arrangement with TCO which allocates the daily VEDO system imbalance volumes to all holders of Company's released TCO storage capacity based on predetermined allocation percentages.

Retail Price Adjustment - Bids during the SCO auction specified as an adjustment to the NYMEX monthly settlement price fixed for the entire term of the SCO Phase.

SCO Supplier - A supplier that meets the Requirements for SCO Supplier Participation set out in Rate 396.

SCO Supply – Gas supply provided by SCO Suppliers pursuant to Rate 396.

SCO SUPPLIER TERMS AND CONDITIONS

SCO Supplier Agreement or **Agreement -** An agreement between Company and SCO Supplier that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 396.

TCO – Columbia Gas Transmission Corporation.

Unaccounted for Gas Percentage - The portion of SCO Supplier's city gate deliveries designated to compensate for gas lost, used, and unaccounted for in system operations. The Unaccounted for Gas Percentage is contained in Sheet 54.

CAPACITY AND OPERATING REQUIREMENTS

Comparable Firm Capacity Requirement

SCO Supplier agrees to secure sufficient firm interstate pipeline capacity, of which a portion shall be Company released capacity, with primary delivery points to Company's city gates and firm supply to meet 100% of each month's Peak Design Day Demand of its Load Tranche, less a percentage during the winter months reflecting SCO Supplier's entitlement to Company's alternate peaking supplies as described below (Allocation of Alternate Peaking Supplies).

On a daily basis, Company will provide SCO Supplier with the revised Peak Design Day Demand for SCO Supplier's Load Tranche effective the following day. This volume will change over time as necessary to reflect Customers joining and leaving SCO Supplier's Load Tranche and any changes in Company's peak design day demand parameters.

Company may periodically verify SCO Supplier's compliance with this Comparable Firm Capacity Requirement. SCO Supplier will provide to Company upon request copies of contracts for upstream pipeline capacity not released by Company and supply contracts showing the firm quantities reserved or purchased and the specific points of delivery. If SCO Supplier is securing firm city gate supplies, SCO Supplier shall provide a copy of such firm supply agreement, and additional documentation as required by Company to confirm compliance of the applicable interstate pipeline capacity.

If Company identifies a firm capacity deficiency, such deficiency shall be resolved to Company's satisfaction by immediate acquisition by SCO Supplier of additional firm pipeline capacity. If Company identifies a firm supply deficiency, such deficiency shall be resolved to the Company's satisfaction by immediate acquisition by SCO Supplier of additional firm supply.

Mandatory Assignment of Pipeline Capacity:
Company will release its pipeline transportation and storage capacity to SCO Supplier based upon a percentage to be confirmed annually of the Peak Design Day Demand of SCO Supplier's Load Tranche. SCO Supplier may elect to have a SCO Supplier's Designee take release of SCO Supplier's allocation of pipeline transportation and storage capacity. SCO Supplier's Designee must be a signatory party to a SCO Tri-Party Capacity Release Agreement as set forth below. SCO Supplier or SCO Supplier's Designee shall take release of specific interstate pipeline firm transportation and storage capacity for the term of the SCO Service phase, subject to Company's right of capacity recall contained elsewhere in these Terms and Conditions.

SCO SUPPLIER TERMS AND CONDITIONS

Terms and conditions of the capacity release will be specified in pipeline capacity release forms including length of term, price, and recall requirements, subject to FERC requirements for capacity release. SCO Supplier or SCO Supplier's Designee may not change any primary points of receipt or delivery associated with released pipeline transportation contracts during the term of the capacity release. In addition, for specific parcels of capacity identified by Company, SCO Supplier or SCO Supplier's Designee may not utilize any delivery point other than those primary and secondary points identified by Company unless the capacity is released at the pipeline's full tariff rate or unless an alternate capacity billing arrangement is agreed to by SCO Supplier and Company. The released capacity is subject to recall at any time if SCO Supplier or SCO Supplier's Designee does not perform in accordance with the SCO Supplier Agreement or fails to comply with provisions set forth in these Terms and Conditions.

SCO Supplier or SCO Supplier's Designee may re-release on a recallable basis any transportation capacity released to it hereunder, provided that: 1) SCO Supplier or SCO Supplier's Designee will continue to be responsible for payment of all pipeline charges associated with the released capacity; 2) any re-release of such capacity remains subject to the requirements and restrictions identified in Company's Tariff; and 3) the capacity is not needed to satisfy the SCO Supplier's Load Tranche's DDQ on such day(s). SCO Supplier or SCO Supplier's Designee may use other firm pipeline capacity to supply its DDQ and re-release portions of its assigned pipeline capacity, subject to the previously mentioned restrictions.

SCO Tri-Party Capacity Release Agreement:
A SCO Tri-Party Capacity Release Agreement must be executed by SCO Supplier, SCO Supplier's Designee and Company before the assignment of pipeline transportation and/or storage capacity and all other terms and conditions contained in such SCO Tri-Party Capacity Release Agreement are effective. SCO Supplier's Designee shall be subject to Company's approval. Company retains discretion to reject a proposed SCO Supplier's Designee based on a creditworthiness evaluation or other issues that take into consideration the reliability of performance of all obligations, including financial obligations. SCO Supplier's Designee must comply with all capacity release requirements and re-release limitations, either per this Tariff for Gas Service or per Company operating procedures. SCO Supplier shall remain responsible for both its and its SCO Supplier's Designee's compliance with the requirements of Company's SCO program.

Monthly Reassignment of Capacity:
Transportation and storage capacity released to Suppliers will follow Customers to their new Suppliers upon migration to and from Choice Service with monthly reassignment of capacity to Suppliers based on their Peak Design Day Demands. Company reserves the right to adjust capacity release quantities intra-month in the event large Choice migrations occur.

Operational System Balancing:
Company's TCO storage will be released to each Choice and SCO Supplier on a proportionate basis. The holders of Company-released TCO storage capacity will collectively provide system balancing through Predetermined Allocations (PDA) set with TCO.

PDAs will be established with TCO at the beginning of each month proportional to the percentage of TCO storage capacity released to Suppliers. Each day SCO Supplier will be allocated a portion of the daily system imbalance based on its PDA percentage. SCO Supplier will be charged by TCO for any overrun or penalties associated with exceeding its individual storage volume limits. If Company, as meter operator, incurs TCO penalties, such penalties will be assessed to each SCO Supplier that contributed to the penalty proportional to their contribution to the violation.

SCO SUPPLIER TERMS AND CONDITIONS

SCO Suppliers will agree to provide Company access to their daily TCO storage balances. SCO Suppliers will agree to follow Company-established minimum and maximum limits for daily storage injections and withdrawals, and minimum storage inventory requirements to ensure sufficient storage inventory and capacity to balance Company's system each day. At no time shall SCO Supplier's Company-released TCO storage inventory volume be less than the minimum specified by Company.

Welcome Letter

SCO Supplier shall provide a welcome letter to all new Customers informing them of the terms and conditions of their agreement, and providing the Customer with all applicable contact information.

Provider of Last Resort ("POLR") Service:
SCO Supplier shall temporarily provide supply from Company-released TCO storage capacity to cover system load requirements in the event of a Supplier default or OFO event.

Defaulting Suppliers will be required to reimburse affected parties for any incremental costs incurred to provide POLR service. Any incremental costs not recovered from defaulting Suppliers will be included in the ETC Rider.

Company will act as POLR Coordinator, identifying the need for POLR Service and notifying SCO and Choice Suppliers.

Company will take the following short-term action with regard to obtaining POLR supply:

(1) Choice and SCO Suppliers collectively will provide supply to meet POLR needs, using their individual TCO storage inventories. The withdrawn storage inventory will be subsequently replaced.

(2) If Company determines that the daily quantity of gas needed may affect the reliability of the system, an OFO will be issued, to ensure that Transportation Customers or Pool Operators are not under delivering versus their respective usages during the POLR period.

(3) Next, as soon as possible, all transportation and storage capacity released to any defaulting Supplier will be recalled by Company who will use it to meet the immediate needs of the defaulting Supplier's customers. Company will claim the defaulting Supplier's storage inventory as needed to meet the defaulting Supplier's customer loads.

(4) Company will fill any remaining shortfall through acquiring additional temporary capacity and supply or city-gate deliveries.

(5) Company will coordinate the provision of POLR service for the remainder of the billing month in which a Supplier default occurs, and the subsequent month, or until an alternate solution is effectuated.

In the event of defaulting supplier removal, Company will take the following action with regard to an alternate solution:

(1) If a Choice Supplier is removed, Company will offer non-defaulting Choice Suppliers the option of assuming the customers of the removed Choice Supplier. If there are no non-defaulting Choice Suppliers that will assume the removed Choice Supplier's customers, the customers will transfer to SCO service.

SCO SUPPLIER TERMS AND CONDITIONS

Company Demand Forecast:

Company shall forecast each Tranche's Peak Design Day Demand based upon Company's design day and forecasted weather, respectively; the number of Customers in the Tranche; and the historic usage characteristics of the applicable Customers. The forecast provided to SCO Suppliers will include the respective Peak Design Day Demand along with any requirements for Rate 310 (Residential Default Sales Service) and Rate 320 (General Default Sales Service) Customers, which will be based on equal divisions of the historical demand associated with these Customers.

Daily Scheduling of Directed Delivery Quantities:

By 8:00 a.m. Central Clock Time (CCT), Company will post on its EBB, SCO Supplier's DDQ for the gas day beginning 9:00 a.m. CCT the following day. Such DDQ shall be the sum of: 1) the Expected Demand of SCO Supplier's Load Tranches for that gas day calculated as a prorata share of total SCO Customer demand; 2) Load Tranche Unaccounted for Gas quantities based on Company's Unaccounted for Gas Percentage and 3) any necessary adjustments for interstate pipeline and/or Company operating constraints, system knowledge and experience, and/or prior imbalances associated with the periodic volume reconciliations. The DDQ will be stated in city gate MMbtus.

At the time of posting the DDQ, Company shall indicate the minimum, maximum or exact volume that shall be delivered by SCO Supplier on each interstate pipeline or to each Company city gate to achieve the DDQ, and shall post any interstate pipeline and/or Company operating constraints that are expected to be in effect the following day(s). Company shall maintain city-gate allocation tables that outline the range of minimum and maximum delivery percentages required by city-gates on Company's system. These percentages shall be recalculated and communicated to SCO Suppliers periodically. Absent unforeseen circumstances, four months' minimum notice will be provided on changes to the city-gate allocation tables.

SCO Suppliers are required to nominate scheduled storage injections and withdrawals to the pipelines and to Company for all Company-released storage capacity. Company will post daily minimum and maximum TCO storage injection and withdrawal limits, and monthly minimum storage inventory levels. Scheduled injection nomination rights during winter months and scheduled withdrawal nomination rights during summer months are subject to approval in advance by Company.

By 1:00 p.m. CCT each day, and in any intra-day nominations thereafter, SCO Supplier shall nominate to the Company via the Company's EBB the quantity of gas that it has scheduled for delivery at Company's city gates for its DDQ for the following gas day. SCO Supplier agrees to adhere to the nominating guidelines set out in the FERC approved tariff of the applicable interstate pipeline and Company's Extranet Administrative Guidelines and comply with any Company operating and/or interstate pipeline restrictions communicated by Company.

SCO SUPPLIER TERMS AND CONDITIONS

Company will post actual system imbalance volumes the day after flow and each SCO Supplier's prorata share of the system imbalance per the monthly PDA. Company may at its discretion perform a No-Notice nomination to SCO Supplier's Company-released TCO storage for the prior day's flow if the SCO Supplier has not (1) delivered adequate supplies to meet their DDQ or (2) met their TCO minimum city-gate allocation delivery requirement.

Procedure for Gas Emergency Calls:
SCO Suppliers are required to adhere to Company's Gas Emergency Call Handling Procedure as it may be amended from time to time.

Allocation of Alternate Peaking Supplies:
During the months of December through March, Company shall reserve a portion of its alternate peaking supplies capacity for SCO Suppliers, based on the product of each SCO Supplier's then-applicable Peak Design Day Demand and the percentage of Company's total design day needs forecasted to be met by alternate peaking supplies that month. The portion reserved shall be applied as a reduction to the Peak Design Day Demand that SCO Supplier must meet pursuant to its Comparable Firm Capacity Requirement.

On any day when the SCO Supplier's Expected Demand reaches the volume of SCO Supplier's Comparable Firm Capacity Requirement, Company shall supply the SCO Supplier's gas needs in excess of the SCO Supplier's Comparable Firm Capacity Requirements with alternate peaking supplies.

SCO Supplier will be assessed a proportionate share, as determined by Company, of the costs of alternate peaking supplies used for peak shaving for hourly load shaving and any other uses of alternate peaking supplies determined to be necessary for system operation in Company's discretion.

By October 1 of each year, and when there is a material change in Company's alternate peaking capacity, Company shall indicate the percentage of SCO Supplier's Peak Design Day Demand that will be met with Company's alternate peaking supplies allocated by Company to such SCO Supplier.

Measurement of Customer Usage Volumes:
Company shall be responsible for all usage measurement at the point of delivery to the Customer's facilities. Monthly Load Tranche volumes billed to Customers shall be considered actual volumes consumed, whether the meter reading is actual or estimated.

Quality of Gas Delivered by SCO Supplier:
SCO Supplier warrants that all gas delivered by or for its Tranche shall meet the quality, pressure, heating value and other quality specifications of the applicable FERC Gas Tariff of the interstate gas pipeline delivering said gas to Company.

Title and Warranty:
SCO Supplier warrants that it will, at the time and place of delivery, have good right and title to all volumes of gas delivered on its behalf, free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify and hold Company harmless for all suits, actions, debts, accounts, damages, costs, losses, or expenses (including reasonable attorney fees) arising from or out of the adverse claims of any or all persons relating to or arising from said gas.

SCO SUPPLIER TERMS AND CONDITIONS

ANNUAL VOLUME RECONCILIATION

1. SCO and Choice Suppliers' deliveries will be reconciled to their requirements on an annual basis.
2. For each month during the SCO Period, Company will compare each Supplier's Deliveries to the Supplier's Pool and Allocated Requirements to determine the Supplier's monthly Reconciliation Volumes.

    a. The Supplier's Deliveries will be the sum of the Supplier's confirmed deliveries to the city-gate and its no-notice storage activity, and its allocated share of alternate peaking supplies.
    b. The Supplier's Pool Requirements will be determined by adjusting the Supplier's Pool's actual billed usage for annual Standard Btu Value and the UAFG % identified in Company's Tariff.
    c. The Supplier's Allocated Requirements will include the Supplier's portion of Large Transporter Imbalance volumes, Company's Line Pack changes, and Company's Operational Balancing Agreement (OBA) volume changes.

3. The reconciliation cash-out price for each month will be the IFERC Gas Market Report First-of-the-month price for Columbia Gas Transmission Corp, Appalachia plus applicable variable costs including fuel retention and pipeline variable charges.
4. The sum of the monthly reconciliation cashout amounts, plus any applicable taxes, will be the annual cashout credit or charge. The annual cashout credit or charge will recovered or passed back in the Exit Transition Cost (ETC) Rider.
5. Such reconciliations will be performed in the second month following the end of the last month of flow.
6. The Supplier's Annual Volume Reconciliation cashout charges and credits will remain subject to revision based on any corrections to underlying data and any issues identified in the annual ETC Audits.

SCO SUPPLIER DEFAULT OR TERMINATION

If SCO Supplier ceases participation in the SCO Program, Company shall have the right to recall all pipeline capacity then assigned to SCO Supplier by Company associated with that SCO Supplier's specific Load Tranche(s) in accordance with the terms of the release agreement. Payment of any amounts payable to SCO Supplier by Company will be held by Company until all volumes are reconciled and any charges owed to Company are paid in full.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

DEFINITIONS

Unless otherwise specified in the Rate Schedule, the following terms shall have the meanings defined below when used in this Tariff for Gas Service:

Abbreviations:

Btu – British thermal unit
Ccf – One hundred cubic feet
Cf – Cubic foot
Cfh – Cubic feet per hour
Dth – One Dekatherm or 1,000,000 Btu's
FERC – Federal Energy Regulatory Commission
GCR – Gas Cost Recovery
Mcf – One thousand cubic feet
OAC – Ohio Administrative Code
OCC – Ohio Consumers' Counsel
ORC – Ohio Revised Code
PSIG – Pounds per square inch gauge
PUCO – Public Utilities Commission of Ohio

Alternate Fuel – The form of energy used by Customer in place of Gas Service during Curtailment Periods. Gas Service provided by Company under another Rate Schedule shall not qualify as an Alternate Fuel.

Annual Usage – Customer's actual total gas usage for the most recent twelve consecutive billing months, or Company's estimate of Customer's total gas usage for twelve consecutive billing months when actual usage information is not available.

Bill – An itemized list or statement of fees and charges for Gas Service. A Bill may be rendered by mail or by electronic means.

British Thermal Unit – The average amount of heat necessary to increase the temperature of one pound of water by 1° Fahrenheit, in the temperature range of 32° to 212° Fahrenheit, at 14.73 pounds per square inch absolute pressure.

Cashout – The monetary settlement of over-delivery and under-delivery gas imbalances between Company and Pool Operators or Transportation Customers.

Central Clock Time (CCT) – Central Daylight Time when daylight savings time is in effect and Central Standard Time when daylight savings time is not in effect.

Choice Supplier - A marketer, supplier, broker, aggregator or governmental aggregator that meets the Requirements for Choice Supplier Participation set out in Rate 385.

Choice Supplier's Designee – person or legal entity with whom Choice Supplier has entered into agreement to provide natural gas supply sufficient to satisfy Choice Supplier's obligations under Company's Choice program.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

DEFINITIONS (Continued)

Choice Supplier Pooling Agreement or **Agreement -** An agreement between Company and Choice Supplier that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 385--Pooling Service (Residential and General).

Choice Tri-Party Capacity Release Agreement – agreement among Company, Choice Supplier, and Choice Supplier's Designee whereby the parties agree that Choice Supplier has identified Choice Supplier's Designee to be the recipient of Choice Supplier's allocated release capacity and to be bound by the terms and conditions applicable to Choice Supplier regarding capacity release and storage and all other applicable terms and conditions and legal requirements.

Columbia Appalachia Index – First of the Month "Columbia Gas Transmission Corp, Appalachia" as reported by Inside FERC's Gas Market Report in the table "Prices of Spot Gas Deliveries to Pipelines".

Commercial Customer – Any Customer primarily engaged in wholesale or retail trade and services (including central heating and air conditioning facilities of apartment complexes), any local, state and federal governmental agency, and any Customer not covered by another classification. When Gas Service is supplied through one meter to an apartment house or multiple dwelling, the service shall be classified as Commercial, in which case the applicable Non-Residential Rate Schedule shall apply.

Commission – The Public Utilities Commission of Ohio, or PUCO.

Commission's Regulations – The OAC applicable to services provided to customers of natural gas companies regulated by the Commission.

Company – Vectren Energy Delivery of Ohio, Inc.

Company's General Terms and Conditions – General Terms and Conditions Applicable to Gas Service, as amended from time to time, and as approved by the Commission as part of this Tariff for Gas Service.

Comparable Firm Capacity Requirement - The requirement that Choice Supplier secure firm interstate pipeline capacity with a primary delivery point of Company's city gates and firm supplies to meet 100% of Choice Supplier's Pool's Peak Design Day Demand for the applicable month, less a percentage during the winter months reflecting the Pool's entitlement to Company's alternate peaking supplies.

Curtailment – The limitation of the Gas Service available to Customer pursuant to Company's Curtailment Procedures.

Curtailment Period – The period of time, as specified by Company, during which Gas Service is subject to Curtailment.

Curtailment Procedures – Rule 11 of Company's General Terms and Conditions.

Customer – Any individual, partnership, association, firm, public or private corporation or any other entity who agrees to receive Gas Service from Company.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

DEFINITIONS (Continued)

Customer-Delivered Gas – Gas delivered to Company's distribution system by or on behalf of Customer.

Customer Fuel Line – Gas piping installed, owned and maintained by Customer from outlet of meter setting to the shut-off valve upstream of each Customer-owned appliance or other gas-fueled device.

Cycle Month - The period of time between the scheduled meter reading dates for Customer. These reading dates are approximately 30 days apart, but will not likely occur on the first day of a calendar month. For purposes of these Terms and Conditions, a Customer's Cycle Month shall be deemed coincident with the calendar month in which the Cycle Month concludes.

DDQ or **Directed Delivery Quantity** - The daily quantity of gas in Dth that Choice Supplier must deliver to Company's city gates, as specified by Company, to meet the Expected Demand of Choice Supplier's Pool operating constraints, system knowledge/experience, and Company's Unaccounted for Gas Percentage.

Default Sales Service ("DSS") – Sales Service provided to Residential and General Service Customers that do not qualify for SCO Service.

Delivered Supplies - The sum of the daily DDQs plus alternate peaking supplies allocated by Company to such Pool, plus or minus supplies associated with Pool-to-Pool transfers, and plus or minus supplies associated with OFO helpful imbalances that were not reflected as adjustments to future DDQs. This Dth quantity will be converted to Ccf volumes using the interstate pipeline system average Btu factor for the applicable period.

Distribution Replacement Program – PUCO approved program for the accelerated replacement of cast iron mains, and bare steel mains and service lines. Also encompasses replacement of natural gas service risers.

Electronic Bulletin Board (EBB or Extranet) – Company's electronic communications software that facilitates nominations, confirmation and other administrative functions associated with Transportation Service.

Enrollment Processing Period - The number of days required to process a Customer's enrollment in the Pooling Program. This process commences with the submission to Company by Choice Supplier of appropriate information for an eligible Customer and ends with the termination of Customer's rescission period. The process will take up to 12 business days, and includes 7 business days from the date Company sends Customer a letter indicating Customer may rescind its Program enrollment with or change of Choice Suppliers.

Expected Demand - A Pool's forecasted usage for a particular gas day, as determined by Company.

Financial Assurance – credit support or collateral in a form acceptable to Company in its sole discretion.

Gas Service – The provision by Company under a specific Rate Schedule of natural gas or a mixture of natural gas and other compatible gases at Company's point of delivery to Customer, irrespective of whether any such gas is actually consumed.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

DEFINITIONS (Continued)

Group 1 – Company's designation for a Customer meter with a rated capacity of 450 Cfh or less.

Group 2 – Company's designation for a Customer meter with a rated capacity of greater than 450 Cfh and less than or equal to 1,100 Cfh.

Group 3 – Company's designation for a Customer meter with a rated capacity of greater than 1,100 Cfh

Heating Degree Day – A standard measure of the coldness of the temperatures experienced, based on the extent to which the daily mean temperature falls below a reference temperature of 65 Fahrenheit.

Industrial Customer – A Customer primarily engaged in a process that creates or changes raw or unfinished materials into another form or product.

Load Tranche or Tranche- a share of Standard Choice Offer Service volumes to be supplied by SCO Supplier.

Maximum Daily Delivery Obligation ("MDDO") – The maximum daily volume of gas that may be delivered on Rate 345 and Rate 360 Customer's behalf and transported on Company's gas system.

Mercantile Customer - As defined in division (L) of Section 4929.01 of the ORC. In summary, it means a Customer that: 1) consumes, other than for Residential use, more than 5,000 Ccf of natural gas per year at a single location or as part of an undertaking having more than 3 locations within or outside the state, and 2) has not filed a declaration with the Commission.

Mercantile Pool - A Pool that contains any Customers meeting the definition of a Mercantile Customer.

Miscellaneous Charges – Charges common to all Rate Schedules, relating to, among others, late payments, reconnection of service, returned checks, and unauthorized or fraudulent gas usage.

Non-Mercantile Pool - A Pool that is comprised entirely of Non-Mercantile Customers.

Non-Residential Customer – Any Customer that is not a Residential Customer.

Operational Flow Order (OFO) – An order issued by Company via its EBB, fax machine, or telephone to Pool Operator or Transportation Customer specifying reduced imbalance tolerance levels during critical situations.

Operational System – Any portion of Company's distribution system for which deliveries and gas demands must be balanced separately from other portions of the distribution system, due to operational and contractual limitations.

Over-delivery Imbalance Volume - The volume by which a Pool's Delivered Supplies exceeds the Pool's Usage for the same period of time.

Peak Design Day Demand – means the then-effective forecasted peak design day usages of a Customer Pool as calculated and communicated by Company.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

DEFINITIONS (Continued)

Pool – 1.) A group of Transportation Customers aggregated by a Pool Operator for gas supply management purposes or 2) A group of Customers receiving Gas Service pursuant to Rate 315, Residential Transportation Service, and/or Rate 325, General Transportation Service, who have been joined together with other Customers subscribing to the same Transportation Service by a single Supplier for gas supply management purposes.

Pool Customer - A recipient of Transportation Service provided by Company under Rates 315 or 325 who receives gas supply from a Choice Supplier as a member of a Pool.

Pool Operator – A marketer, supplier, or Transportation Customer that provides gas supply management for a Transportation Customer Pool.

Pool Operator-Delivered Gas – Gas delivered to Company's distribution system by, or on behalf of, a Pool Operator.

Pool's Usage - The Pool Customers' billed Ccf usage for the applicable period, converted to Dth by multiplying by Company's average BTU and dividing by ten (10).

Pooling Program or **Program -** The services provided under Rate 385, Pooling Service (Residential and General Transportation), Rate 315, Residential Transportation Service, and Rate 325, General Gas Transportation Service.

Pre-determined Allocation ("PDA") - a contractual arrangement with TCO which allocates the daily VEDO system imbalance volumes to all holders of Company's released TCO storage capacity based on predetermined allocation percentages.

Premises – The main residence or living quarters for a Residential Customer, or the main building of a Commercial or Industrial Customer. The Premises shall include the outlying or adjacent buildings used by the same Customer, provided the use of Gas Service in the outlying or adjacent building(s) is supplemental to the service used in the main residence, main living quarters, or main building of Customer.

Rate Schedule – A Gas Service applicable to a particular classification of Customer with specific Applicability, Character of Service, Rates and Charges, and Terms and Conditions.

Residential Customer – Customer using Gas Service primarily for a single family dwelling unit, mobile home, apartment unit or condominium. When Gas Service is supplied through one meter to an apartment house or multiple dwelling, the service shall be classified as Commercial, in which case the applicable non-residential service Rate Schedule shall apply.

Rider – A rate applied to Customer's Bill that recovers or passes back Company costs and revenues approved by the Commission

Sales Service – Gas Service involving the delivery by Company to Customer of Company-Supplied Gas.

SCO Customer – A Customer subscribing to a Standard Choice Offer Service Rate Schedule.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

DEFINITIONS (Continued)

SCO Supplier - A supplier that meets the Requirements for SCO Supplier Participation set out in Rate 396.

SCO-Supplied Gas – Gas provided by SCO Supplier and distributed to Customer for end-use.

SCO Supplier's Designee – person or legal entity with whom SCO Supplier has entered into agreement to provide natural gas supply sufficient to satisfy SCO Supplier's obligations under Company's SCO program.

SCO Tri-Party Capacity Release Agreement – agreement among Company, SCO Supplier, and SCO Supplier's Designee whereby the parties agree that SCO Supplier has identified SCO Supplier's Designee to be the recipient of SCO Supplier's allocated release capacity and to be bound by the terms and conditions applicable to SCO Supplier regarding capacity release and storage and all other applicable terms and conditions and legal requirements.

Standard Choice Offer ("SCO") Service – Standard market pricing choice service provided by multiple retail natural gas suppliers certified by the Commission.

Standard Sales Offer ("SSO") Service – An expired standard market pricing sales service established to replace Company's former GCR Sales Service.

Service Area – Areas in which Company has Gas Service available or may offer Gas Service.

Service Line – Gas pipe installed from main through meter setting serving Customer.

Spaceheating – The use of Gas Service as fuel for the heating of some portion or all of Customer's Premises.

Summer Season - The months of April through October, inclusive.

Supplier - A marketer, supplier, broker, aggregator or governmental aggregator that meets the Requirements for participation in a service, including Rate 385 - Pooling Service and Rate 396 - SCO Supplier Service.

Supplier Pooling Agreement or **Agreement -** An agreement between Company and Supplier that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 385--Pooling Service (Residential and General).

Supply Contract or Contract - A contract between Pool Customer and its Choice Supplier that defines the mutual responsibilities and obligations of those parties relative to Customer's purchase and Choice Supplier's sale of gas supplies for delivery to Customer pursuant to Rate 385 and the applicable Transportation Service Rate Schedule.

TCO – Columbia Gas Transmission Corporation.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

Throughput – The Sum of Customer's Sales and Transportation volumes.

Transportation Customer – A Customer subscribing to a Transportation Service Rate Schedule.

Transportation Service – Gas Service involving the delivery by Company to Customer of Customer-Delivered or Pool Operator-Delivered gas.

Unaccounted for Gas Percentage - The portion of Choice Supplier's city gate deliveries retained by Suppliers to compensate for gas lost, used, and unaccounted for in operations. The currently effective Unaccounted for Gas Percentage is contained in Sheet 54 and may be adjusted periodically, after approval by the Commission, to reflect changes in the amount of gas lost, used, and unaccounted for in operations.

Under-delivery Imbalance Volume - The volume by which a Pool's Delivered Supplies is less than the Pool's Usage for the same period of time.

Winter Season – The calendar months of November through March, inclusive, used only for Alternate Peaking Supply purposes.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

Minimum Service Standards. Company shall comply with the minimum gas service standards for natural gas service companies as set forth in chapter 4901:1-13 of the OAC, a copy of which may be viewed on the PUCO's website at www.puco.ohio.gov. or obtained from the PUCO upon request. Where PUCO has granted a waiver to Company for any provision of the minimum gas service standards, Company shall comply of any Order granting such waiver.

1. APPLICATION AND CONTRACT FOR SERVICE

A. Application for Service

Any person desiring Gas Service must apply to Company in a format supplied by Company for that purpose. If permitted by Company a person may make an oral application for Gas Service. An oral Applicant must 1) specify the place or location where Gas Service is desired; 2) agree to comply with all the terms, rules and regulations of Company applicable to such Gas Service; and 3) agree to pay the applicable rates charged by Company for the class of Gas Service desired.

Applications for Gas Service must be accepted on behalf of Company by a duly authorized agent before Gas Service can be provided. Upon acceptance of the application by Company, the application becomes a contract between Customer and Company. Company will not serve and may stop serving any Customer who does not complete an application for Gas Service, or who refuses to accept service or to continue service in accordance with the Rate Schedules and Company's General Terms and Conditions.

If existing Company facilities cannot supply the Gas Service requested by the Applicant, Company may defer approval of Gas Service until adequate facilities can be provided.

B. Application Required For Each Location

Any person desiring Gas Service must make a separate application for each location, residence, place of business or Premises where the person desires Gas Service. Company will not serve more than one location, residence, place of business, or Premises under a single application or contract for service.

C. Service Contract Is Not Transferable

The contract between Customer and Company covering Gas Service is not transferable to any other person by Customer. No agent of Company has the authority to consent in writing, or otherwise, to such a transfer. Notwithstanding the above, final Bills and uncollectible accounts may be transferred to Customer's new account of the same type of Gas Service.

D. Agents Cannot Modify Contract

No agent or employee of Company has the right to amend, modify or alter the application or contract, or the rates, terms, conditions, rules or regulations as filed with the Commission.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

1. **APPLICATION AND CONTRACT FOR SERVICE** (Continued)

   E. **Service to a New Tenant or Owner**
   Company shall not delay or deny service to a new tenant or owner who has properly applied for Gas Service and has satisfied all requirements for Gas Service, because of non-payment of a final Bill by a former tenant or owner.

   F. **Suspension of Service Agreement Because of Casualty**
   If a fire or other casualty renders Customer's Premises unfit to receive Gas Service, Gas Service shall be suspended until the Premises are reconstructed so that Gas Service can be safely re-established in accordance with this Tariff for Gas Service.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

2. CREDIT REQUIREMENTS OF CUSTOMER

A. Establishment of Credit

Company may require an applicant for Residential Gas Service to satisfactorily establish their financial responsibility, pursuant to 4933.17 ORC and 4901:1-17 OAC. Company may require an applicant for Non-Residential Gas Service to satisfactorily establish their financial responsibility pursuant to 4933.17 ORC.

B. Service May Be Denied Persons In Debt To Company

Company may deny Residential Gas Service for nonpayment of Residential Gas Service pursuant to Chapter 4901:1-18 OAC. Company may deny Non-Residential Gas Service for nonpayment of Non-Residential Gas Service.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

3. BILLING AND PAYMENT FOR GAS SERVICE

A. Measurement of Gas

The quantity of gas delivered to Customer shall be measured by meters or metering equipment suitable for the purpose, and shall be supplied, installed and maintained by Company. The meter readings shall be prima facie evidence of the amount of gas supplied.

Meters or metering equipment shall be considered accurate if they register within plus or minus three percent (3%) of absolute accuracy. Whenever a meter or metering equipment is found to be inaccurate, it or they shall be restored to accuracy or shall be replaced by Company with an accurate meter or metering equipment without expense to Customer.

Company will, upon request of Customer, test any meter suspected of not registering properly. If Customer desires, the meter test will be performed in Customer's presence with a certified and sealed meter prover. All tested meters found registering correctly will be resealed and the date of testing will be stamped on the meter. If the meter is tested in this manner and is found to be registering correctly, Customer shall pay the Gas Meter Testing Charge contained on Sheet No. 30. Customer will be informed at the time he requests the meter test that the Gas Meter Testing Charge may be applicable.

All rates of Company are based on gas delivered under standard, low-pressure conditions, i.e., at a pressure of four (4) ounces per square inch above an atmospheric pressure of fourteen and four-tenths (14.4) pounds per square inch, and at a temperature of sixty (60) degrees Fahrenheit.

B. Billing and Meter Reading

1. **Meter Reading**

   The duly authorized agents of Company, upon providing satisfactory proof of identification to Customer, shall have the right and privilege to enter Customer's Premises at all reasonable times for the purpose of reading meters.

   Under normal conditions, meters and metering equipment will be read regularly. Company may require that meters and metering equipment be read on any periodic basis as is necessary or desirable. Company may, on its own initiative or at Customer's request, make other arrangements with Customer to read Customer's meter or metering equipment. An actual meter reading shall be required at least once every twelve (12) months.

2. **Billing Period**

   Under normal conditions, Bills for Gas Service will be rendered monthly. In all cases, Bills for Gas Service will be computed on a monthly basis in accordance with the applicable Rates and Charges for such Gas Service with due allowance and adjustments being made for meter readings obtained and adjusted to a monthly basis.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

3. **BILLING AND PAYMENT FOR GAS SERVICE** (Continued)

B. **Billing and Meter Reading** (Continued)

3. **Failure to Receive a Bill**
Nonreceipt of a Bill does not relieve Customer of responsibility for payment and Company shall not be obligated to extend the due date for such a Bill when Company records show the correct Customer mailing name and address.

4. **Budget Billing Plan**
Company has available to certain of its customers a "Budget Billing Plan" which minimizes billing amount fluctuations over a twelve month period. Company may exercise discretion, as permitted by Rule 4901:1-18-4(C) of the OAC, to restrict the availability of such a plan to Customers who:
(a) have no arrearages (other than amounts already incorporated in a previously agreed upon extended payment plan); and
(b) are not in default on a previously agreed upon extended payment plan.

5. **Estimated Bills**
In the event Company's meter or metering equipment fails to properly register the quantity of gas supplied during any month or other period of time, or Company's employee or agent is unable to actually read the meter, Company will estimate the quantity of gas supplied during such period, having due regard for the use which Customer made of the gas supplied to Customer during such period and any other information and data permitting a reasonable conclusion as to the quantity of gas supplied but not measured or inaccurately measured, and Customer will be billed or credited by Company accordingly. If Customer's usage has been underestimated, Company shall attempt to arrange a reasonable schedule of payments if requested by Customer.

Company shall continue to furnish Gas Service to Customer and Customer shall continue to pay the amounts billed pending the determination of proper adjustment.

If a period of six (6) consecutive months elapses without Company obtaining a meter reading, Company will notify Customer by mail to make arrangements to obtain a meter reading. If a meter reading is not obtained for nine (9) consecutive months, Company will contact Customer to make arrangements to obtain a meter reading and inform Customer of the consequences, as described below, if a meter reading is not obtained for twelve (12) consecutive months. If a meter reading is not obtained for twelve (12) consecutive months, Company may install a remote meter reading device for which Customer will pay the Remote Meter Installation Charge contained on Sheet No. 30. Customer may pay this Charge immediately or Company shall add the Charge to Customer's next monthly Bill. If Customer fails to make arrangements for Company to either obtain a meter reading or install a remote meter, Company may discontinue Gas Service with notice to Customer as provided in these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

3. **BILLING AND PAYMENT FOR GAS SERVICE** (Continued)

B. **Billing and Meter Reading** (Continued)

6. **Choice of Rate Schedule**
Copies of all Rate Schedules are available at Company's business offices and are open to public inspection during business hours. Where Customer meets the requirements of more than one Rate Schedule, Customer shall select the Rate Schedule upon which their application or contract for service shall be based. Company, at the request of Customer, will make a reasonable effort to determine the most favorable rate for any Customer who qualifies for more than one Rate Schedule. Company's policies concerning disclosure of rates shall conform to Section 4901:1-1-03, OAC.

7. **Meter Readings Not To Be Combined**
Where Gas Service is supplied to Customer and is delivered and metered through two or more separate delivery and metering facilities, the individual meter readings will not be combined for billing purposes, except as may be otherwise provided by the terms of a Rate Schedule or other agreement.

8. **Termination of Service at Customer's Request**
Unless there is a provision to the contrary in the service contract or applicable Rate Schedule, any Customer who wishes to discontinue Gas Service because he is vacating the Premises, or for any other reason, shall notify Company at least 72 hours prior to the date of the requested service termination. Customer shall be responsible for all Gas Service supplied to the Premises until Company discontinues Gas Service. At the time Gas Service is discontinued by Company, Company shall read Customer's meter if requested by Customer or if the meter has not been read in the preceding 70 days. If a meter reading is not requested or required, Company shall estimate usage or allow Customer to provide a final meter read, subject to Company's review for reasonableness. As soon as practicable thereafter, Company shall prepare and issue a final Bill for all Gas Service supplied to the Premises. If access is required to disconnect service or to obtain an actual meter reading, Company shall inform Customer of the need to provide Company personnel with access to the meter.

C. **Payment**
Payment of the total amount due must be received by Company or an authorized agent by the due date shown on the Bill. If any Non-Residential Customer supplied with gas neglects or refuses to pay the total amount due on or prior to the due date, Company, after five (5) days' notice, may stop the gas from entering the Premises supplied. Delinquent Residential Customers, including those who are master-metered, are subject to disconnections as explained in Chapter 4901:1-18 OAC.

Company will charge and collect, in advance, the Reconnection Charge contained on Sheet No. 30, after Gas Service has been discontinued because of nonpayment of Bill when due.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

4. DISCONNECTION-RECONNECTION OF SERVICE

A. Discontinuance of Service Because of Fraud, Loss or Damage

In the event Customer uses any fraudulent practice in obtaining or determining the amount of Gas Service for which Customer must pay, or is the beneficiary of any such fraudulent practice, or Company's meter, metering equipment, or other property used to supply Gas Service has been damaged or tampered with by Customer, Customer's agents, employees or any person acting in concert with them to avoid paying for all or part of the Gas Service provided to Customer or otherwise, Company shall have the authority to disconnect the service provided in accordance with the procedures set forth herein.

Gas Service will not be restored until Customer has given satisfactory assurance that such fraudulent or damaging practice will be discontinued, and has paid to Company an amount estimated by Company to be reasonable compensation for Gas Service fraudulently obtained and not paid for, and for any damage to property of Company including any cost to repair the damage, and including the Reconnection Charge and other costs contained on Sheet No. 30.

The procedures applicable to Company's resolution of claims of fraudulent or damaging practices are:

1. No Investigation Charge shall be assessed against any Customer, and no Customer shall have their service disconnected as a result of any fraudulent or damaging practice except in accordance with the procedure set forth in paragraphs 2 through 6 of this section.

2. At least three business days prior to assessing an Investigation Charge against any Customer, Company shall deliver to Customer's address a written notification of the fact that Company suspects Customer of having engaged in a fraudulent or damaging practice. If Customer is not at home, Company shall deliver the notice to any adult who is present at the residence. If, to Company's belief, no adult is present, Company shall firmly affix the notice to a prominent spot on the outside of the residence.

3. The written notification referred to in paragraph 2 of this section shall contain, at a minimum, the following information:
   a. That a fraudulent or damaging practice is suspected of Customer;
   b. The basis for Company's suspicion;
   c. The fact that Customer has the right to contest Company's allegations in accordance with the procedures set forth in paragraph 4;
   d. The fact that, should disconnection of service occur, Customer's Gas Service will not be reconnected until Customer:
      1) Pays or makes arrangements which are satisfactory to Company to pay:
         a) An amount reasonably estimated by Company to be reasonable compensation for any gas fraudulently obtained and not paid for; and
         b) Company's Reconnection Charge in Sheet No. 30; and

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

4. **DISCONNECTION-RECONNECTION OF SERVICE** (Continued)

A. **Discontinuance of Service Because of Fraud, Loss or Damage** (Continued)

c) The actual cost of repair or replacement of Company's damaged equipment, if any; and

2) Makes arrangements to pay the investigation charges as provided for in Sheet No. 30.

e. One of the following statements, as appropriate:

1) "If you do not avail yourself of the opportunity to meet with Company or contest the allegations in the next three business days, or if you are unable to provide a satisfactory explanation for the circumstances discovered by Company, your service may be disconnected"; or

2) "Your service has been disconnected because continuation of service would create a risk of injury to persons or damage to property"; or

3) "Your service has been disconnected because, following an earlier disconnection, it was reconnected by someone acting without Company's authority"; or

4) "Your service has been disconnected because your service has been tampered with or otherwise physically altered to prohibit the correct metering of service."

4. After three business days from the receipt of the written notification referred to in paragraph 2 of this section, Company shall have the right to disconnect Customer unless Customer contacts Company and requests a meeting with a representative of Company in accordance with the procedures in subparagraph a.

a. At the meeting between Company representative and Customer, Customer shall have the opportunity to demonstrate why the allegation of fraudulent or damaging practice is unfounded, including, but not limited to:

1) The opportunity to make a written statement;

2) The opportunity to present documents;

3) The opportunity to be accompanied by persons with knowledge of relevant facts; and

4) The opportunity to be given a full explanation of the evidence which led Company to suspect Customer of fraudulent or damaging behavior.

5) At the meeting between Customer and Company representative Customer will be informed he may contact the Commission, and will be given the address and toll-free number of the Commission's Investigation and Audit Division as supplied by Company.

b. If at the end of the meeting between Company representative and Customer, or sometime subsequent thereto, Company concludes that Customer has committed fraud or theft, Company may terminate Gas Service to Customer. Company may not take such action prior to the expiration of two full business days after notifying Customer of Company's conclusion and proposed action.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

4. **DISCONNECTION-RECONNECTION OF SERVICE** (Continued)

A. **Discontinuance of Service Because of Fraud, Loss or Damage** (Continued)

5. No Customer shall have service disconnected due to any fraudulent or damaging practice prior to having the opportunity to contest Company's suspicions as described in paragraph 4 of this section, except in the following circumstances:

   a. Where Company determines that continuation of service would create a risk of injury to persons or damage to property.
   b. Where Customer has not contacted a Company representative within three business days after being notified in writing of the allegation of fraud and/or theft.
   c. Where service which had been previously disconnected has been reconnected by someone not authorized by Company.
   d. Where the service had been tampered with or physically altered to prohibit correct metering of service.

6. Company shall also levy an Investigation Fee against a Customer responsible for any fraudulent or damaging practice according to the schedule contained on Sheet No. 30.

   The Investigation Fee will only be levied in those circumstances where Company has reasonable proof of Customer's fraudulent or damaging practice. Reasonable proof is defined as either an admission by Customer; or documentation evidencing the fraudulent or damaging practice; or personal observation by Company personnel. The Ordinary Investigation Fee will be assessed to Customer if the investigation requires four (4) hours or less. The Extensive Investigation Fee will be assessed to Customer for investigations requiring more than four (4) hours.

B. **Discontinuance of Service Due to Danger**
The authorized agents of Company shall have free access, at reasonable times, to the Premises in which gas is used to determine if the gas is being carried, distributed and consumed in a safe manner and in accordance with Company's General Terms and Conditions.

Company's authorized agent will, upon request, show Company identification and state the reasons for requiring access.

Company reserves the right to discontinue Gas Service without advance notice to any Customer where a dangerous condition is discovered to exist on Customer's Premises or where, because of conditions beyond Customer's Premises, such discontinuance of Gas Service is reasonably necessary to protect life, property, and/or Customer's Premises. Gas Service will not be restored until the dangerous condition or conditions have been corrected.

C. **Right to Shut Off Gas**
Company reserves the right to discontinue Gas Service to Customer and disconnect its lines and/or remove its property for any of the following reasons:

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

4. **DISCONNECTION-RECONNECTION OF SERVICE** (Continued)

1. To make necessary or desirable repairs, alterations or extensions; provided Company will provide prior notice if the work is expected to exceed six hours.
2. For Residential Customer delinquency as defined in Section 4.E. or, for Non-Residential Customers, for non-payment of Bills when due, provided Company provides prior written notice to Customer.
3. For any violation of or refusal to comply with the contract and/or Company's General Terms and Conditions applying at any time to Customer's Gas Service.
4. *During Curtailment Periods.*
5. When such Gas Service is in conflict or incompatible with any order of the Commission, ordinances or resolutions of any municipality, the laws of the State of Ohio, or any political subdivision thereof, or of the Federal Government or any of its agencies.
6. When Customer has moved from the Premises.
7. In the event Customer uses gas in a manner detrimental to the Gas Service to Customer or other Customers.
8. For refusal of access to Premises.
9. For theft or fraudulent use of gas.

The reasons set forth above shall be in addition to the specific reasons contained elsewhere in Company's General Terms and Conditions.

D. **Disconnection-Reconnection of Service at Customer's Request**
When a Customer has previously requested a disconnect and desires to be reconnected at the same address, Company will charge and Customer will pay the Reconnection Charge contained on Sheet No. 30. Company shall inform Customer at the time of the request that the Reconnection Charge will be applicable. An After Hours Charge contained on Sheet No. 30 will be assessed to Customer, if such reconnection is performed after Company's normal business hours at Customer's request. Company will inform Customer at the time of the request if the After Hours Charge will apply. The After Hours Charge will not be applicable to Residential Customers who pay before 12:30 p.m. to reconnect service previously disconnected for non-payment.

E. **Rules, Regulations, and Practices Governing the Disconnection of Gas Service to Residential Customers**
All disconnection and reconnection of service, payment plans, and security deposits involving Residential Customers shall be governed by the rules, regulations, and practices as set forth in Chapters 4901:1-13, 4901:1-17 and 4901:1-18 of the OAC, except for as provided in Sheet No. 11 page 2 of 2 and Sheet No. 13, page 2 of 3, as each is from time to time amended and which are incorporated by reference into Company's General Terms and Conditions.

Company shall make available for public inspection current copies of Chapters 4901:1-13, 4901:1-17 and 4901:1-18 of the OAC in each of Company's offices where it is required to have copies of its Tariff for Gas Service available to the public.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

4. **DISCONNECTION-RECONNECTION OF SERVICE** (Continued)

F. **Rules, Regulations, and Practices Governing the Disconnection of Gas Service to Small Commercial Customers**

All disconnection and reconnection of service, payment plans, and security deposits involving Small Commercial Customers shall be governed by the rules, regulations, and practices as set forth in Chapters 4901:1-13, 4901:1-17 and 4901:1-18 of the OAC, except for as provided in Sheet No. 11 page 2 of 2 and Sheet No. 13, page 2 of 3, as each is from time to time amended and which are incorporated by reference into Company's General Terms and Conditions.

Company shall make available for public inspection current copies of Chapters 4901:1-13, 4901:1-17 and 4901:1-18 of the OAC in each of Company's offices where it is required to have copies of its Tariff for Gas Service available to the public.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

5. METERS AND METERING EQUIPMENT-LOCATION AND INSTALLATION

A. Location

Each Customer will provide, without charge to Company, a suitable location for the meters and metering equipment to be installed by Company. Company will have the right to determine where its meters and metering equipment will be located on Customer's Premises. The meters and metering equipment must be located to allow easy access by Company's employees or agents. The meters and metering equipment will not be set nor allowed in a place where there is a likelihood of damage. If the condition of the Premises requires that the meters or metering equipment be located in a confined space, then Customer must provide thorough ventilation, as approved by Company, to prevent hazards associated with potentially escaping gas. If Company requires a relocation of its meters and metering equipment to satisfy the conditions contained in this provision, Customer shall provide for such relocation at Customer's expense.

B. Installation

1. Company will install only one meter or one unified set of meters and metering equipment for one class of service for each Customer at one delivery point. The meters and metering equipment furnished and installed by Company will at all times remain the property of Company.

2. All locations provided for meters and metering equipment installations will be subject to the approval of Company and will conform to any codes and regulations in effect in the area served and the standards contained in the latest revision of Company's booklet entitled "Information and Rules for the Installation of Gas Piping," copies of which are available upon request by contacting Company's Customer Service.

3. All meter and metering equipment installations will be sealed by Company. Unless otherwise provided herein, if Customer breaks Company's seals, Company may discontinue Gas Service to Customer.

4. The type of meter and metering equipment installation will be determined by the size and character of Customer's load, its location, and the type of Gas Service to be rendered.

Company will install a meter spread, with a valve on the inlet side of meter.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

6. SERVICE PIPE-LOCATION AND INSTALLATION

A. Location

Company reserves the right to designate the location of the service line on the Premises to be served.

B. Point of Delivery

Where a portion of the service line is owned by Customer, the point of delivery of gas provided by Company shall be at Company's curb valve and box or stop cock or where the gas passes from Company pipes into Customer's service line. Where the service line is owned by Company, the point of delivery of gas provided by Company shall be at the outlet of the meter setting.

C. Installation

1. Normally, only one service line will be permitted for a Premise.

2. All service lines shall be installed by, and at the expense of Company. Company shall designate the location of all service lines. Customer fuel lines will conform to the codes and regulations in effect in the area served and the standards, as applicable, contained in the latest revision of Company's booklet entitled "Information and Rules for the Installation of Gas Piping," copies of which are available upon request by contacting Company's Customer Service.

3. Company or persons authorized by it will make the final connections to Customer's fuel line. Customer may not alter or interfere with this connection in any way.

4. Company will make the final connection to initiate Customer's Gas Service. Customer may not make any unauthorized connection which initiates Customer's Gas Service.

5. Company will install the service facilities which, in its judgment, are adequate to supply Customer's active load.

6. Company's policies relating to the extension of gas facilities are set forth in Section 9.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

6. **SERVICE PIPE-LOCATION AND INSTALLATION (Continued)**

D. Changes

1. If Company initiates changes in the location of its distribution facilities, Company will change the location of the service line at its expense.

2. For any reason other than that described in Paragraph (1), all expenses incident to relocating Customer's service line shall be paid by Customer and Company reserves the right to install a new service line. Company will relocate/install the service line and assume ownership of the service line thereafter. Regardless of cost to Company, Customer shall pay only the cost of relocating the portion of the service line requiring relocation.

3. Where one or more Customers request Company to change or relocate its facilities, either temporarily or permanently, Company will change or relocate all gas facilities agreed upon by Company and Customer(s) and perform such other work as may be required to effect such change or relocation. Company will provide Customer(s) with the estimated cost of the work to be done by Company pursuant to this paragraph. The total cost of all changes and relocations will be paid by such Customer(s) requesting the changes and relocations prior to the commencement of work by Company. The charge will be based on the total cost of removing existing facilities plus installing facilities at the new location. Terms described in Paragraph (2) also apply.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

7. EQUIPMENT ON CUSTOMER'S PREMISES

A. Responsibility After Gas is Delivered

1. Customer shall provide, install, repair and replace all gas piping downstream of meter setting, and all appliances and devices necessary to receive the service from and after the point of delivery. Customer shall also provide, install, repair and replace all appliances and devices necessary to use the service provided. Customer-owned piping (service lines (where applicable) and fuel lines) will conform to the codes and regulations in effect in the area served and the standards, as applicable, contained in the latest revision of the Company's booklet entitled "Information and Rules for the Installation of Gas Piping," copies of which are available upon request by contacting Company's Customer Service. COMPANY IS NOT RESPONSIBLE FOR ANY INJURIES TO PERSONS OR PROPERTY ARISING FROM, CAUSED BY, OR INCIDENT TO THE FAILURE ON THE PART OF CUSTOMER TO PROPERLY INSTALL, REPAIR OR REPLACE (1) PIPING, (2) APPLIANCES OR (3) DEVICES AFTER THE POINT OF DELIVERY, OR FOR ANY DEFECTS THEREIN.

2. Nothing contained in Company's Tariff for Gas Service shall relieve Company of its duties and obligations under the Natural Gas Pipeline Safety Act of 1968 (as amended), 49 U.S.C. 1671 et seq., 49 C.F.R. part 192 and all applicable federal regulations, and Chapter 4901:1-16 of the OAC.

3. Where Customer is supplied with gas from Company's mains at other than low pressure or from high-pressure transmission mains of Company's suppliers, and the service line is owned by Customer, Company will supply a suitable regulator or regulators to provide a single pressure at each service location. Customer shall install such regulator or regulators at Customer's expense in a manner and at a location on Customer's Premises satisfactory to and specified by Company. After this installation by Customer, Company will own and maintain the regulator or regulators.

   When Company installs a new service line, and when Company replaces and assumes ownership of the service line, Company shall install appropriate regulator or regulators at Company's expense.

4. When it is necessary to install a pressure relief device, and the service line is owned by Customer, such device will be supplied by Company for installation by Customer in a manner and at a location on Customer's Premises satisfactory to or specified by Company. After this installation, by Customer, Company will own and maintain the relief device.

   When Company installs a new service line, and when Company replaces and assumes ownership of the service line, Company will install appropriate pressure relief devices where necessary.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

7. **EQUIPMENT ON CUSTOMER'S PREMISES** (Continued)

A. **Responsibility After Gas Is Delivered** (Continued)

5. When it is necessary to vent a regulator, and the service line is owned by Customer, such venting material shall be installed and maintained by Customer in a manner satisfactory to Company.

   When Company installs a new service line, and when Company replaces and assumes ownership of the service line, Company will install and maintain such venting material.

6. Company shall be responsible for installation, repair, and replacement of service line, regulator(s), pressure relief devices, and venting material. Company will assume ownership of such service line and appurtenant equipment for all service lines replaced or newly installed.

B. **Access to Premises**

The duly authorized agents of Company shall have the right and privilege to enter Customer's Premises at all reasonable times for the purpose of reading meters, installing, testing, inspecting, repairing, disconnecting and removing any or all of Customer's or Company's equipment used in connection with the provision of Gas Service. Upon request, Company's employee or authorized agent shall identify himself/herself, provide Company photo identification, and state the reason for the visit.

C. **Company Not Responsible for Customer's Appliances**

CUSTOMER SHALL BE SOLELY RESPONSIBLE DOWNSTREAM OF THE METER FOR THE ADEQUACY, SAFETY, OPERATION OR OTHER CHARACTERISTIC OF ANY EQUIPMENT, PIPES, APPLIANCES OR DEVICES OWNED, LEASED, USED OR MAINTAINED BY CUSTOMER. ANY INSPECTIONS BY COMPANY DOWNSTREAM OF THE METER, WHICH COMPANY MAY MAKE UPON ITS OWN INITIATIVE SOLELY FOR ITS OWN BENEFIT AND INFORMATION, RENDERING OF EMERGENCY OR ADVISORY SERVICE BY COMPANY UPON REQUEST BY CUSTOMER, OR ACCESS OBTAINED BY COMPANY TO CUSTOMER'S PREMISES FOR THE PURPOSE OF READING METERS, DOES NOT CREATE OR GIVE RISE TO ANY WARRANTY, EXPRESSED OR IMPLIED BY COMPANY TO CUSTOMER, OR CREATE ANY RESPONSIBILITY ON THE PART OF COMPANY FOR THE ADEQUACY, SAFETY, OPERATION OR OTHER CHARACTERISTICS OF ANY EQUIPMENT, PIPES, APPLIANCES OR DEVICES OWNED, LEASED, USED OR MAINTAINED BY CUSTOMER. COMPANY SHALL COMPLY WITH RULE 4901:1-13-05 OF THE OAC WITH RESPECT TO TESTING GAS PIPING DOWNSTREAM OF THE METER PRIOR TO INITIAL OPERATION OR RE-ESTABLISHMENT OF RESIDENTIAL OR NON-RESIDENTIAL GAS SERVICE.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

7. **EQUIPMENT ON CUSTOMER'S PREMISES** (Continued)

D. Piping, Appliances and Devices Shall Conform to Codes

1. Customer's piping, appliances and devices connected directly or indirectly to Company's service facilities shall be installed in accordance with and conform to the provisions and requirements of applicable Federal, State, County and Municipal Codes and shall at all times comply with Company's General Terms and Conditions and the standards contained in Company's booklet entitled "Information and Rules for the Installation of Gas Piping," in effect at the time of installation. Customer shall provide satisfactory evidence to Company of compliance with the provisions described above, and Company shall refuse to serve any new installation not meeting these requirements.

2. It shall be the obligation of Customer to notify the proper governmental agency charged with the administration of the applicable building code, or, in the absence of a building code, notify Company of any changes, alterations, or additions of any kind affecting gas piping and service pipes, including changes due to accident. In such cases, Gas Service may be suspended or refused until a proper test and approval has been obtained.

E. Accommodation and Protection of Company Equipment

1. When Company facilities are installed on Customer's Premises, Customer shall furnish, without cost to Company and in accordance with Company's specifications, such enclosures as may be necessary to permit such installation.

2. Customer shall furnish, without cost to Company, all necessary rights of way and easements for the location of Company facilities on Customer's Premises. Company may use such facilities to furnish Gas Service to Customers located adjacent to and beyond Customer's Premises and may construct extensions from the facilities installed on Customer's Premises.

3. All equipment furnished by Company on Customer's Premises, unless otherwise provided, shall remain Company's property and shall be properly protected by Customer.

4. In no case shall Customer, Customer's agent or employee, connect or disconnect any meter or regulator, turn on or shut off gas to any Premises or in any way alter or interfere with Company's meters, regulators or other property. However, in the event a dangerous condition is discovered to exist on Customer's Premises, Customer may shut off the gas provided he immediately notifies Company.

F. Payment for Changes In Company Facilities

If Company makes changes in its facilities to permit work to be done by contractors or others, or for the convenience of Customer, the cost incident to the change shall be paid by the party requesting the changes.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

8. USE AND CHARACTER OF SERVICE

A. Characteristics and Calorific Value of Gas

1. The gas distributed by Company may include a mixture of natural gas and other available hydrocarbon gases, such as liquefied petroleum gas-air mixture.

2. The calorific value of the gas or gases supplied by Company to Customers shall not be less than nine hundred (900) Btu per cubic foot.

B. Charges and Payment for Temporary Service

Anyone desiring temporary service shall pay the entire cost to install the facilities necessary to furnish such temporary service and also the entire cost of disconnecting and removing the service. However, there will be no charge for providing temporary facilities (exclusive of service lines) to supply Gas Service to buildings during their construction when such service can be supplied from distribution facilities in place which will serve the buildings after completion of construction. Gas used for temporary service shall be billed in accordance with the applicable Rate Schedule.

C. Increase or Decrease in Requirements

Customer shall not install gas equipment of any kind or otherwise increase the demand for gas service except upon prior written consent from Company.

Customer shall promptly notify Company of any material decrease in service requirements or any material change in Customer's gas piping facilities.

Customer will change its gas piping facilities at Customer's expense as necessary to accommodate Company equipment necessary to serve any such increase or decrease in service requirements.

D. Use of Gas by Customer

1. Customer shall, in conformance with the standards contained in the latest revision of Company's booklet entitled "Information and Rules for the Installation of Gas Piping," install only appliances or devices which are suitable for operation with the character of the service available or supplied by Company, and which shall not be detrimental to Company. Company shall be the sole judge as to the suitability of apparatus or appliances and also as to whether the operation of such apparatus or appliances will be detrimental to its general service.

2. Company reserves the right at all reasonable times to inspect and test all gas appliances and other devices owned by Customer which are, or may be, connected to Company's facilities. COMPANY DOES NOT GIVE ANY WARRANTY, EXPRESSED OR IMPLIED, OR ASSUME ANY RESPONSIBILITY AS TO ADEQUACY, SAFETY, OPERATION OR OTHER CHARACTERISTICS OF ANY MOTOR, APPARATUS, OR OTHER DEVICE SO TESTED. CUSTOMER AGREES NOT TO RELY ON THE RESULTS OF THIS TEST AND INSPECTION FOR ANY PURPOSE.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

8. **USE AND CHARACTER OF SERVICE** (Continued)

Company's authorized agent will, upon request, show Company identification and state the reasons for requiring access.

3. Company reserves the right to require Customer to install at Customer's expense such facilities as may be necessary to prevent undue interference with Company's Gas Service to other Customers.

4. In case of violation of the above rules, Gas Service may be discontinued by Company until such time as Customer's use of Gas Service furnished hereunder conforms to Company's General Terms and Conditions, at which time applicable reconnect charges will be assessed. The temporary suspension of service by Company under this paragraph is not a cancellation of the contract.

E. **Continuity of Service**

1. Company will endeavor to supply gas continuously and without interruption, and under all reasonable and normal conditions of operation, to maintain a sufficient supply or an adequate and reasonable pressure for the gas supplied. Company shall not be liable to Customer or anyone else for any damage, loss or injury or otherwise resulting from any failure to provide Gas Service, or for any interruption of the supply or for variations in the pressure of the gas when such failure, interruption or variation is due to any of the following causes: accidents and contingencies, pipeline or equipment failure, breakdowns, strikes, fires, floods, riots, cyclones, vandalism, explosion, acts of God or nature, acts or orders of the Commission, acts or orders of any civil, judicial or military authorities, or any cause beyond the control of Company.

2. 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 variations in pressure or from a shortage of gas or from a total interruption of the gas supply.

3. Company shall not be liable for any damage or loss which Customer may sustain due to any interruptions of supply or variations in pressure resulting from the use or characteristics of gas equipment and/or appliances of Customer or other Customers supplied by Company.

F. **Resale of Gas Prohibited**

Gas supplied by Company is for the exclusive use of Customer on the Premises to which such gas is delivered by Company. In no case may service be shared with another, sold to another, or transported off the Premises.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

9. **EXTENSIONS OF GAS DISTRIBUTION MAINS**

A. When anyone desires Gas Service and it is necessary that Company's mains be extended to make Gas Service available to the Premises under consideration, that person shall execute an agreement satisfactory to Company covering the matter of the extension and, in addition, shall apply for Gas Service as provided in Company's General Terms and Conditions. The agreement covering the extension must be signed by the owner of the Premises to be served. Moreover, if the Applicant elects the monthly payment option in the main extension agreement, as more fully described in Paragraph C.2 herein, said agreement shall require the Applicant to inform prospective and subsequent owners at the Premises of the monthly payment option terms and conditions. The Applicant and Company must agree on meter location and point of delivery of gas before any piping is laid or installed on the Premises to be served.

B. Company shall make an extension of one hundred (100) feet or less from an existing distribution main without charge for each permanent Customer to be initially connected to the main extension ("entitlement extension footage").

C. When an extension of Company's main to serve an Applicant amounts to more than the entitlement extension footage per Customer, Company shall offer an Applicant who is an end-use Customer the option of making the required payment in the form of: a) a one-time deposit, or b) a monthly payment. An Applicant who is not an end-use Customer shall not be eligible for the monthly payment option. In addition, as provided in Paragraph F herein, if Company determines, in its sole judgment, that the nature of an extension is such that it puts Company at undue risk of recovery hereunder, Company may require different arrangements as a condition of such main extension. The required payment(s) shall be determined as follows:

1. The one-time deposit shall equal the estimated construction cost, net of the applicable entitlement extension footage as stated in Paragraph B herein, for each permanent Customer initially connected to the extension.

2. Where the Applicant has elected the monthly payment option, said monthly payment shall be billed to the Applicant or subsequent Customers at the same Premises for the shorter of a period of seven (7) years or until the cost of the main extension is included in Company's rates and charges for service. The monthly payment shall equal that amount needed to compensate Company for the embedded cost of service associated with the main extension. Such cost of service shall include operation and maintenance expense including taxes, depreciation, and the return on rate base reflected in current rates on the construction cost, net of the applicable entitlement extension footage. The embedded cost of service calculations shall be consistent with ratemaking methods approved by the Commission. The monthly payment obligation shall remain with the Premises for the designated time period with the Applicant or Applicant's successor and shall be considered part of the utility bill subject to disconnection of service for non-payment.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

9. **EXTENSIONS OF GAS DISTRIBUTION MAINS** (Continued)

D. During the seven (7) years following the date of completion of the main extension, the Applicant(s) will be reimbursed for each additional Customer directly connected to the extension. There shall be no reimbursement after the seven (7) year period following the completion of the main extension. No reimbursement applies to the further extensions or lateral extensions of the main. Such reimbursement shall be determined as follows:

1. Where the Applicant has elected the one-time deposit, Company shall refund to Customer that paid the deposit a sum equivalent to the deposit on the applicable entitlement extension footage of such gas main extension. In no case shall the total refund exceed the amount deposited with Company.
2. Where the Applicant has elected the monthly payment option, Company shall credit such monthly payment commencing when each additional Customer connects to the extension. Such credit shall be the embedded cost of service associated with the applicable entitlement extension footage, calculated consistent with the methodology in Paragraph C.2 herein. In no case shall the monthly credit for additional customers exceed the initial monthly payment as determined in Paragraph C.2 herein.

E. An Applicant desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of the extension. Each year for a period of up to but not exceeding five (5) years, which begins on the date of completion of the main extension, Company shall refund to the Applicant who paid for the extension a sum equivalent to the cost of the applicable entitlement extension footage installed for each additional Customer connected during the year, but in no case shall the total amount refunded over the five (5) year period exceed the amount paid to Company. There shall be no refunds after the end of the five (5) year period.

F. Nothing contained herein shall be construed to prohibit Company from making extensions under different arrangements.

G. Nothing contained herein shall be construed to prohibit Company from making, at its expense, greater extensions than herein prescribed, should its judgment so dictate.

H. Payments made to Company in accordance with the provisions of the extension agreements shall not be subject to the payment of interest thereon while in the possession of Company.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

9. **EXTENSIONS OF GAS DISTRIBUTION MAINS** (Continued)

I. The title to all extensions covered by the extension agreements shall be held by and remain with Company.

J. Company reserves the right to make additional main extensions from the end of, or from any point on its main or distribution system.

K. Company, in preparing estimates and plans for a main or distribution system, reserves the right to determine the size of pipe, pressure of system, and size and type of all devices and appurtenances necessary in the installation of said main or distribution system. Company reserves the right to determine the length of any main extension and which of its systems of mains will be used to provide Gas Service for prospective Customers.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

10. EXTENSION OF GAS FACILITIES TO HOUSE TRAILER PARKS

A. Definition

For the purposes of this Section, a House Trailer Park is a "House Trailer Park" as defined in Chapter 3733 of the Ohio Revised Code.

B. Bulk Metered Service

Gas Service will be made available to House Trailer Parks through a single meter at the applicable rate and under the provisions of Section 9 pertaining to the extension of gas distribution mains. All piping and equipment downstream of Company's point of delivery shall be installed and maintained by and at the expense of the park owner or operator in accordance with local codes and the standards contained in the latest revision of Company's booklet entitled "Information and Rules for the Installation of Gas Piping," copies of which are available at any of Company's offices. Company shall not be responsible for the distribution of gas beyond the delivery point. Gas furnished to House Trailer Parks under Bulk Metered Service shall not be submetered or resold. In the event of any violation of this prohibition against submetering and resale, Company may remove its meters and equipment and discontinue Gas Service after three (3) days prior written notice.

C. Individual Meter Service

Individual meters will be made available to individual trailers in House Trailer Parks. Company will install and determine the location of distribution system (mains, service lines, regulators and other equipment) required to provide service. Individual Meter Service shall be subject to Company's General Terms and Conditions in Sections 5, 6, 7 and 8 as applicable.

All piping and equipment downstream of Company's point of delivery shall be furnished, installed and maintained by, and at the expense of, the park owner or operator, and shall be installed in accordance with local codes and the standards contained in the latest revision of Company's booklet entitled "Information and Rules for the Installation of Gas Piping," copies of which are available upon request by contacting Company's Customer Service.

The park owner or operator shall enter into a contract with Company and provide Company with all-necessary elements and rights of way and shall provide final grade prior to the installation of the distribution system. In no event will Company provide, at its own expense, more than fifty (50) feet of distribution facilities within the trailer park for each trailer that will use Gas Service. The cost of any additional extension of distribution facilities will be paid for by said owner or operator without refund.

D. Sectionalized Service

Subject to the approval of Company, a combination of both types of service described in Paragraphs (B) and (C) above, may be made available to House Trailer Parks.

E. Gas Main Extensions

For purposes of any gas main extension necessary to extend service to a House Trailer Park location under Paragraph B. above, the park shall be considered as one (1) Customer. Annual gas load of trailers receiving Individual Meter Service will not be considered in determining extension allowances under Section 9.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

11. CURTAILMENT PROCEDURES

When sufficient capacity or quantities of gas are not available to Company to meet existing and reasonably anticipated demands for Gas Service or to protect and replenish gas storage reserves, which determinations shall be within Company's reasonable discretion, Company shall have the right to curtail Gas Service within any of its Operational Systems so affected in accordance with the provisions of this procedure.

A. Definitions. For the purpose of this Procedure, the following terms shall have the meanings defined below:

(1) **Firm Curtailment Customer**. A Firm Curtailment Customer shall mean any Customer being served under Rate 320, 321, 325, 345, or 360 whose Average Daily Throughput in any billing month during or subsequent to the Base Period exceeds 1,000 Ccf.

(2) **Average Daily Throughput**. The Average Daily Throughput for any Base Period billing month shall be the Firm Curtailment Customer's metered Throughput during such month divided by the number of days in the month.

(3) **Base Period**. The Base Period is any twelve consecutive billing months as established by Company.

(4) **Normal Monthly Throughput**. The Normal Monthly Throughput shall be the Firm Curtailment Customer's metered Throughput during each billing month of the Base Period. These quantities may be adjusted by Company for unusual circumstances.

(5) **Human Needs Customers**. Human Needs Customers shall include hospitals, medical centers, nursing homes, and other Customers as determined by Company, whose Curtailment could adversely affect public health or safety.

(6) **Gas Supply Curtailment**. Curtailment resulting from insufficient quantities of SCO-Supplied gas to meet the demands of SCO and DSS Customers.

(7) **Capacity Curtailment**. Curtailment resulting from insufficient system capacity to supply Gas Services to Company's Gas Service Customers.

(8) **Plant Protection Level** - The minimum quantity of Gas Service for Firm Curtailment Customers required by Customer to prevent endangering the health or safety of personnel, or to prevent extensive damage to Customer's facilities, equipment, or other property. This includes the protection of such material currently in process at the time a Curtailment is called which would otherwise be destroyed, but shall not include Gas Service required to maintain plant production.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

11. **CURTAILMENT PROCEDURES** (Continued)

B. **Curtailment Sequences**. Company shall have the right to curtail Gas Service to its Customers according to the following sequences. Such Curtailment shall be effective as of the date and time specified in the notice to Customer. When necessary in the sole opinion of Company, Gas Service shall be maintained to Human Needs Customers or other Customers who would otherwise be curtailed, to the extent necessary and practicable under the circumstances.

B1. Gas Supply Curtailment Sequence.

(1) First, Rate 345 and Rate 360 Non-Pooling Customers, and Pool Operators' Pools shall be subject to the Cold Weather OFO set forth in Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator). Rate 385 and Rate 396 Suppliers shall be subject to an OFO and subject to the specific delivery requirements and or restrictions specified by Company.

(2) Next, Rate 341 Customers' purchases of SCO-Supplied Gas for Spaceheating shall be interrupted 100%.

(3) Next, as determined by Company, all Rate 320 and Rate 321 Firm Curtailment Customers' purchases of SCO-Supplied Gas shall be limited to either:
(a) their respective Average Daily Throughput each day over any portion of the billing month, or
(b) their respective Normal Monthly Throughput.

(4) Next, as determined by Company, all Rate 320 and Rate 321 Firm Curtailment Customers' purchases of SCO-Supplied gas shall be curtailed prorata, either:
(a) on a daily basis for any period specified by Company by application of a uniform percentage curtailment to their respective Average Daily Throughput, or
(b) on a billing month basis by application of a uniform percentage curtailment to their respective Normal Monthly Throughput.

At this point in the Curtailment sequence, Firm Curtailment Customers shall not be curtailed to a daily quantity less than their respective Plant Protection Levels.

(5) Next, all Rate 320 and Rate 321Firm Curtailment Customers' purchases of SCO-Supplied Gas shall be curtailed to a daily quantity equal to their respective Plant Protection Levels.

(6) Next, Rate 345 and Rate 360 Non-Pooling Customers and Pool Operators' Pool Customers' transportation gas quantities on Company's system shall be limited to Customers' respective Plant Protection Levels, and the remainder of their delivered gas supply shall be diverted to use for higher priority Customers.

(7) Next, Rate 325 Customers' transportation gas quantities on Company's system shall be limited to Customers' respective Plant Protection Levels, and the remainder of their delivered gas supply shall be diverted to use for higher priority Customers.

(8) In the event further Curtailment is required to maintain Gas Service, Company shall be entitled to curtail or interrupt Gas Service to any Customer.

(9) Compensation for the diversion of Customers' transportation gas quantities as provided for in Rule 11(B1)(6) and (7), will be in the amount of:
(a) **Daily Index Price:** The Daily Midpoint Price per Dekatherm as reported in Gas Daily in the table "Daily Price Survey", for delivery to the pipeline on which the diverted gas was delivered:
1) Texas Gas, Zone SL; or

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

11. **CURTAILMENT PROCEDURES** (Continued)

2) ANR, La; or
3) Panhandle, Tx-Okla; or
4) Texas Eastern, ELA; or
5) Columbia Gas, Appalachia.

(b) The maximum interruptible transportation rate, including all applicable surcharges, for the pipeline on which the diverted gas was delivered to; plus
(c) The average premium paid by Company (stated on a per therm basis) to firm gas suppliers.

Such gas costs shall be recoverable through Company's Exit Transition Cost Rider.

B2. Capacity Curtailment Sequence.

(1) First, Rate 345 and Rate 360 Non-Pooling Customers and Pool Operators' Pools shall be subject to the Cold Weather OFO set forth in Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator). Rate 385 and Rate 396 Suppliers shall be subject to an OFO and subject to the specific delivery requirements and or restrictions specified by Company.

(2) Next, Rate 341 Customers' purchases of SCO-Supplied Gas for Spaceheating shall be interrupted 100%.

(3) Next, as determined by Company, all Firm Curtailment Customers' transportation quantities or purchases of SCO-Supplied Gas, as applicable, shall be limited to either:
(a) their respective Average Daily Throughput each day over any portion of the billing month, or
(b) their respective Normal Monthly Throughput.

(4) Next, as determined by Company, all Firm Curtailment Customers' transportation quantities or purchases of SCO-Supplied Gas, as applicable, shall be curtailed prorata, either:
(a) on a daily basis for any period specified by Company by application of a uniform percentage curtailment to their respective Daily Throughput, or
(b) on a billing month basis by application of a uniform percentage curtailment to their respective Normal Monthly Throughput.

At this point in the Curtailment sequence, a Firm Curtailment Customer shall not be curtailed to a daily quantity less than its Plant Protection Level.

(5) Next, all Firm Curtailment Customers shall be curtailed to their respective Plant Protection Levels.

(6) In the event further Curtailment is required to maintain Gas Service, Company shall be entitled to curtail or interrupt deliveries of Gas Service to any Customer.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

11. CURTAILMENT PROCEDURES (Continued)

C. Curtailment Notification.

(1) Company shall give notification of Curtailment in the most effective manner possible and as much in advance as reasonably possible with regard to the existing circumstances and the number of Customers to be notified.

(2) If reasonably possible, Firm Curtailment Customers shall be given seven days advance notice of any Curtailment.

(3) In the event of Curtailment of Firm Curtailment Customers, Company shall provide notice to each Firm Curtailment Customer of its Normal Monthly Throughput and Average Daily Throughput.

D. Lifting of Curtailment. Any Curtailment shall be lifted in reverse order of the Curtailment Sequence.

E. Unauthorized Gas Usage.

(1) Assessment of Unauthorized Gas Usage Charge. When a Curtailment is in effect pursuant to the provisions of paragraph B of this Procedure, gas usage by Customer in excess of the quantity permitted for such Customer shall constitute Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge set forth in Sheet No. 30.

During the Curtailment Period, Customer shall have no entitlement to Unauthorized Gas Usage. In the event Customer continues Unauthorized Gas Usage, Company may, in its sole discretion, discontinue Gas Service to Customer. The assessment of the Unauthorized Gas Usage Charge and the exercise of the right to discontinue Gas Service by Company shall be in addition to any other rights Company may have with respect to Customer's Unauthorized Gas Usage.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

12. OPERATIONAL FLOW ORDERS

Company may issue an Operational Flow Order (OFO), in its reasonable discretion, as specified in this section upon determination that an action is required in order to:

(1) alleviate or prevent conditions which threaten the integrity or reliability of Company's Operational System
(2) to maintain the Operational System in balance
(3) to maintain adequate storage inventory balances
(4) to assure deliveries of gas supplies by Choice Suppliers, SCO Suppliers, and Pool Operators to serve their respective Customers' loads
(5) adhere to the various interstate pipeline companies' balancing requirements, as stated in their FERC approved gas tariffs
(6) direct SCO Suppliers, Choice Suppliers, Pool Operators and Transportation Customers to different city-gates or to institute different city-gate delivery allocations due to system maintenance or system constraints, or
(7) any other condition warranting a change to delivery requirements.

An OFO may be may issued on a non-discriminatory basis to SCO Suppliers, Choice Suppliers, Pool Operators, and Transportation Customers delivering gas to Company's city-gates, on a system-wide basis, program basis, or individual basis, when necessary in Company's sole judgment.

Company will post the OFO notice via its EBB including the following information:

(1) Start date of the OFO
(2) End date of the OFO
(3) Expected duration if no end date is specified
(4) Specific delivery requirements and or restrictions including but not limited to the following:
    i. No under-deliveries during a Cold Weather OFO
    ii. No over-deliveries during a Warm Weather OFO
    iii. No deliveries can be accepted at a particular city-gate due to maintenance

Company will endeavor to give 24 hours notice of an OFO. If the risk of a potential future critical issue is identified, Company will endeavor to post a Potential OFO notice to its EBB. However, Company reserves the right to issue an OFO at any time to mitigate potential system issues with expediency without prior notice.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

13. AFFILIATE CODE OF CONDUCT

Company shall comply with the following Code of Conduct:

1. Company must apply Tariff Sheets in a like manner when comparing application to affiliate and non-affiliate Suppliers.

2. Company must enforce the Tariff Sheets in a like manner when comparing enforcement to affiliate and non-affiliate Suppliers.

3. Company may not give its affiliated Supplier or Customers of its affiliated Supplier preference over non-affiliated Suppliers or their Customers in the application of tariff provisions or otherwise pertaining to the Pooling Program. Any ancillary service provided by Company to Supplier (e.g., billing and envelope service) that is not tariffed will be priced uniformly for affiliated and non-affiliated Suppliers and be made available to all on a non-discriminatory basis.

4. Company must process all similar requests for Transportation Service in the same manner and within the same approximate period of time for all Suppliers irrespective of affiliate status.

5. Company shall not disclose to anyone other than a Company employee or agent any information regarding an existing or proposed Transportation Service arrangement, unless authorization is granted by Customer, Customer's agent, or Supplier.

6. If a potential Pool Customer requests information about Suppliers, Company shall provide a list of all participating Suppliers, but shall not endorse any Supplier nor indicate that any Supplier will receive preference because of an affiliate relationship.

7. Company will, to the extent practicable, separate the activities of its operating employees from its affiliate Supplier employees in all areas where their failure to maintain independent operations may have the effect of harming Customers or unfairly disadvantaging unaffiliated Suppliers.

8. Company shall not condition or tie its agreements for gas supply or for the release of interstate pipeline capacity to any agreement by a Supplier, Pool Customer or other third party in which its affiliate Supplier is involved.

GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

13. **AFFILIATE CODE OF CONDUCT** (Continued)

9. Company and its affiliate Supplier shall keep separate books of accounts and records.

10. Neither Company nor its affiliate Supplier shall communicate to any Customer, Supplier or third party the idea that any advantage might accrue in the use of Company's service as a result of dealing with its affiliate Supplier.

11. Company's complaint procedure for issues concerning compliance with this code of conduct is as follows: All complaints, whether written or verbal, shall be referred to Company's designated attorney. Company's designated attorney shall orally acknowledge the complaint within five (5) working days of receipt. The complainant party shall prepare a written statement of the complaint which shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and specific claim. Company's designated attorney shall communicate the results of the preliminary investigation to the complainant in writing within thirty (30) days after the complaint was received including a description of any course of action which was taken. Company's designated attorney shall keep a file with all such complaint statements for a period of not less than three years.

12. If Company offers its affiliate Supplier or a Pool Customer of its affiliate Supplier a discount, rebate or fee waiver for transportation, balancing, meters or meter installation, storage, or any other service, it must, upon request, prospectively offer such discounts, rebates or fee waivers to all similarly situated non-affiliated Suppliers or Pool Customers under similar terms and conditions.

13. Company's name and logo will not be used in its affiliate Supplier's promotional material designed for the solicitation of Pool Customers, unless such promotional material discloses in plain, legible or audible language, on the first page or at the first point where Company's name and logo appears, that its affiliate Supplier is not the same entity as Company. Company is also prohibited from participating in exclusive joint activities with its affiliate Supplier, including advertising, marketing, sales calls or joint proposals to any existing or potential Pool Customers.

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14. AMENDMENTS

A. General Terms and Conditions May Be Amended

Company reserves the right, with the approval of the Commission, to modify, alter or amend these General Terms and Conditions, or to promulgate such other and further General Terms and Conditions as experience and conditions may suggest, or as it deems necessary in the conduct of its business.

B. Limitation of Liability

Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by Company should 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.