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BEFORE THE

INDIANA UTILITY REGULATORY COMMISSION

JOINT PETITION OF OHIO VALLEY GAS)
CORPORATION AND OHIO VALLEY GAS, INC.)
FOR (1) AUTHORITY TO INCREASE THEIR)
RATES AND CHARGES FOR GAS UTILITY)
SERVICE; (2) APPROVAL OF NEW SCHEDULES)
OF RATES AND CHARGES; AND (3) APPROVAL)
OF CHANGES TO THEIR GENERAL RULES AND)
REGULATIONS APPLICABLE TO GAS UTILITY)
SERVICE)

CAUSE NO. 44891

PETITIONERS' EXHIBIT SAW

DIRECT TESTIMONY

OF

SCOTT A WILLIAMS

EXECUTIVE VICE PRESIDENT & GENERAL MANAGER

ON BEHALF OF

OHIO VALLEY GAS CORPORATION
OHIO VALLEY GAS, INC.

DECEMBER 2016

OFFICIAL
EXHIBITS

IURC
PETITIONERS' /
EXHIBIT NO. _____
DATE 7-2-15 REPORTER tR

OHIO VALLEY GAS CORPORATION
OHIO VALLEY GAS, INC.

PREPARED DIRECT TESTIMONY OF SCOTT A. WILLIAMS

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1. Q. Will you please state your name and business address?
- A. Scott A. Williams, 111 Energy Park Drive, Winchester, Indiana.
2. Q. By whom are you employed?
- A. A Petitioner, Ohio Valley Gas Corporation (OVGC), in this joint proceeding with its wholly owned subsidiary, Ohio Valley Gas, Inc. (OVGI).
3. Q. What is your current position with Petitioner?
- A. Executive Vice President and General Manager.
4. Q. When did you begin your employment with the Petitioner?
- A. On April 15, 2013.
5. Q. Please summarize your educational background.
- A. I hold a Bachelor of Science Degree in Mechanical Engineering from Rose-Hulman Institute of Technology.
6. Q. What is your employment history?
- A. Prior to Ohio Valley Gas Corporation, I had been continuously employed by Delphi Automotive Corporation since my graduation from Rose-Hulman in 1984. From 1984 through March 2013.
7. Q. Have you previously testified before the Indiana Utility Regulatory Commission?
- A. Yes.

1 8. Q. Are the Petitioners both Corporations organized and existing under and by virtue of
2 the laws of the state of Indiana?

3 A. Yes, they are.

4 9. Q. Where is Ohio Valley Gas Corporation's principal office?

5 A. Winchester, Randolph County, Indiana.

6 10. Q. Are the Petitioners public utilities under the laws of the State of Indiana and subject
7 to the jurisdiction of the Indiana Utility Regulatory Commission ("Commission")?

8 A. Yes.

9 11. Q. Please identify the areas served by the Petitioners.

10 A. Petitioners are authorized to, and do, operate a gas utility system which transports,
11 distributes, and sells natural gas in the municipalities of Cannelton, Connersville,
12 Dugger, Farmersburg, Ferdinand, Fountain City, Hymera, Liberty, Lynn, Pennville
13 (Jay County), Portland, Ridgeville, Riley, Shelburn, St. Leon, Saratoga, Sullivan,
14 Sunman, Tell City, Troy, Union City, Winchester and Winslow, plus the
15 unincorporated communities of Arthur, Ayrshire, Blackhawk, Bluff Point, Bretzville,
16 Brownsville, Cass, Campbelltown, Center, Clinton Corners, College Corner (Jay
17 County), Curryville, Deerfield, Dover, Everton, Gatchel, Guilford, Harrisville, Haysville,
18 Lawrenceville, Logan, Lyonsville, Maltersville, Negangard Corner, New Alsace, New
19 Lebanon, Penntown, Randolph, Springersville, St. Anthony, St. Marks (Dubois
20 County), St. Marks (Perry County), St. Meinrad, Whiterose, Yorkville, and other rural
21 areas, all located within Dearborn, Dubois, Fayette, Franklin, Greene, Jay, Knox,
22 Perry, Pike, Randolph, Ripley, Spencer, Sullivan Union, Wayne and Vigo counties in

1 Indiana. Additionally, Petitioners serve approximately 600 general service customers
2 in Union City, Hillgrove and rural areas of Darke County, Ohio.

3 12. Q. Is this an interconnected system?

4 A. No. Petitioners have multiple delivery points from both ANR Pipeline Company
5 ("ANR") and Texas Gas Transmission Corporation ("TGT") pipelines, and operate
6 numerous segregated distribution systems in their certificated service territories.

7 13. Q. From whom is the natural gas transported and distributed through Petitioners'
8 distribution systems purchased?

9 A. Petitioners purchase nearly all of their system supply gas through a natural gas
10 broker, BP Canada Energy Marketing, Inc. Such purchases are made on a periodic,
11 on-going basis as both fixed-price (futures) contracts and market-based (index)
12 purchases.

13 14. Q. Do Petitioners have any other source(s) of gas?

14 A. Petitioners have, at several locations, where pipeline connections can be made to
15 allow for the purchase of locally produced, pipeline-quality natural gas as (when)
16 available. The Petitioners will periodically purchase Indiana produced native natural
17 gas that is of pipeline quality and reliability when it is economically feasible to do so
18 for rate payers, shareholders and producers. Currently, no such purchases are
19 being made.

20 15. Q. Are the Petitioners required to operate their systems in accord with the provisions of
21 the Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011 and the
22 recent PIPES Act of 2016, signed into law in June of 2016?

1 A. Yes.

2 16. Q. Please describe the document marked Petitioners' Exhibit SAW-1.

3 A. It is a copy of Petitioners' Verified Joint Petition in this Cause, filed with the
4 Commission on December 15, 2016.

5 17. Q. Please describe the document marked Petitioners' Exhibit SAW-2.

6 A. This exhibit is an exact copy of the legal notice regarding Petitioners' filing of the
7 Petition. This legal notice will be provided to newspapers of general circulation in
8 Petitioners' service areas along with the request for publication of same in January
9 2017. The required proofs of publication of this legal notice will be submitted as an
10 additional exhibit upon receipt of same from all publishing entities.

11 18. Q. Please identify Petitioners' Exhibit SAW-3.

12 A. This exhibit contains a certified resolution of the Board of Directors of Ohio Valley
13 Gas Corporation and Ohio Valley Gas, Inc. adopted on October 29, 2015,
14 authorizing, ratifying and confirming the actions of Petitioners' officers in commencing
15 proceedings in this Cause.

16 19. Q. Please identify Petitioners' Exhibit SAW-4.

17 A. This exhibit contains an exact copy of the required first notice of filing the Petition
18 requesting rates be increased and other changes made as required by Commission
19 rules. This notice will be mailed to all customers in January 2017.

20 Inasmuch as the impact of the request for increased rates on a typical firm small
21 volume sales service ("general service") customer is not expected to be determined
22 at the time of the mailing of the first notice, a second notice will be mailed to all

1 general service customers subsequent to the first notice and prior to the evidentiary
2 hearing in this Cause. This second notice will provide additional general information
3 regarding the request for increased rates and what effect such an increase, if granted
4 by the Commission, would have on Petitioners' billings to a typical general service
5 customer. Petitioners warrant that such a second notice will, in fact, be mailed to all
6 of their general service customers and that an exact copy of such notice will be
7 entered into the record of this Cause as an additional exhibit(s), as necessary and
8 appropriate.

9 20. Q. Please identify Petitioners' Exhibit SAW-5 and explain its relevance to these
10 proceedings.

11 A. This Exhibit sets forth the red-lined version of Petitioners' proposed gas tariff,
12 including its General Rules and Regulations Applicable to Gas Service ("Rules and
13 Regulations") and the proposed rate schedules, appendices and terms and
14 conditions of service applicable thereto. These components of Petitioners' tariff form
15 the basis and set the parameters for utility services available to Petitioners'
16 customers and set forth the rights and obligations of both the Petitioners and their
17 customers with respect to such services. The proposed rate schedules in SAW-5
18 reflect proposed rates and charges based on the combined costs of service of Ohio
19 Valley Gas Corporation and its wholly-owned subsidiary, Ohio Valley Gas, Inc.,
20 referenced throughout Petitioners' gas tariff as "OVGC" [IURC Cause No. 44147].
21 The proposed rates are designed to recover Petitioners' cost of service as
22 determined and allocated among customer rate classes by Witness Heid (Exhibits

1 KAH) to produce a fair return on the original cost and fair value of Petitioners'
2 investment in utility property used and useful for service to the public.

3 21. Q. Do the Petitioners propose to modify their previously approved and existing General
4 Rules and Regulations in this proceeding?

5 A. Yes, however the changes are limited to correcting a minor omission and caption
6 consistency changes, both found on Sheet No. 0-5 in Item 11. "Metering".

7 22. Q. Please explain Petitioners' proposal to further modify their rate schedules to reflect
8 proposed rates and charges developed from the combined costs of service of Ohio
9 Valley Gas Corporation (OVGC) and Ohio Valley Gas, Inc. (OVGI).

10 A. In IURC Cause No. 44147, approved and made effective December 10, 2012,
11 Petitioners consolidated their existing three (3) pipeline service area- specific
12 schedules of rates and charges into schedules applicable to all of Petitioners'
13 customers of the same rate class, but continued to propose volumetric rates unique
14 to the customers of each of their three (3) pipeline service areas. The Petitioners
15 already utilized common monthly Facility Charges and common miscellaneous non-
16 recurring charges for all of its customers of the same rate class. Petitioners'
17 proposed volumetric charges presented in Petitioners' rate schedules in Exhibit SAW-
18 5 of this Cause are unique to each of their rate classes but common to all customers
19 served in Petitioners' three (3) pipeline service areas of the same rate class.

20 23. Q. In addition to combining the costs of service of OVGC and OVGI and modifying their
21 rate schedules to reflect proposed rates and charges developed from those

1 combined costs of service, Petitioners made other changes to their rate design
2 approved in IURC Cause No. 447147. Please briefly explain those other changes.

3 A Petitioners removed all gas costs from their base rates (volumetric charges) and
4 included all such costs in their Gas Cost Adjustment (GCA) factor; they subsequently
5 combined their three (3) quarterly GCA filings into a single quarterly GCA filing to
6 utilize a single, common GCA factor (unit cost of gas) for all of their customers; and,
7 they expanded their Normal Temperature Adjustment mechanism to those public
8 school customers electing service under Petitioners' Public Schools Transportation
9 Service (Rate T8) rate schedule.

10 24. Q. Why do Petitioners need an increase in their rates and charges for natural gas
11 service?

12 On December 5, 2012, the Indiana Utility Regulatory Commission, in Cause No.
13 44147, approved rates and common charges to be applicable to the various
14 customers being served by the Petitioners. Since June 30, 2011, the rate base
15 valuation date for that Cause, Petitioners have invested approximately \$18.8 million
16 as of September 30, 2016 in substantial and necessary pipeline extensions and
17 replacements and upgrades of its transmission and distribution facilities and related
18 equipment, of which many were necessary as federally mandated pipeline safety
19 enhancement projects to ensure the continued viability and integrity of their various
20 delivery and measurement systems in order to continue to provide safe and reliable
21 natural gas service to their customers.

1 Additionally, despite various successful efforts to control certain operating costs as
2 referenced in Exhibit SMK, Petitioners' depreciation and other operating expenses
3 associated with the provision of such service have increased during the five years
4 since the Cause No. 44147 rate adjustment filing, which utilized a test year period
5 ending June 30, 2011. The significant additions to utility plant and increased
6 operating costs prevent Petitioners from earning a fair return on its used and useful
7 utility property. Petitioners' unadjusted combined Utility Operating Income (UOI) for
8 the test year ending June 30, 2016 is significantly less than Petitioners' presently
9 approved combined UOI, thus rendering Petitioners' current rates insufficient, unjust
10 and confiscatory.

11 In Cause No. 44147, Petitioners were authorized to earn an annual UOI of
12 \$3,667,036. Exhibit SMK-3, Schedule 1, shows that Petitioners' unadjusted utility
13 operating income per its books for the twelve months ended June 30, 2016 was only
14 \$2,596,961. When that same UOI is adjusted for various fixed, known, and
15 measurable adjustments, the adjusted UOI of \$2,607,371 is just slightly greater
16 (SMK-3, Schedule 1) and \$1,059,665 less than previously authorized. This
17 difference alone would require a revenue increase of \$1,789,139 or 9.29% of
18 adjusted utility operating revenue just to equal the UOI authorized in Cause No.
19 44147. However, as previously mentioned, Petitioners have experienced a
20 significant increase in plant in service and in rate base since Cause No. 44147.
21 Petitioners' total investment in rate base of \$51,716,232 as of September 30, 2016
22 (Exhibit SMK-3, Schedule 36, Page 1) means the Petitioners' are earning a return of

1 only 5.04%, significantly below the overall return of 8.00% approved in Petitioners'
2 last rate case, Cause No. 44147. Petitioners' present rates and charges clearly do
3 not produce a fair return on its used and useful property and therefore are
4 insufficient, unjust and confiscatory.

5 25. Q. Did Petitioners' Plant expenditures incurred since Cause No. 44147 include any
6 major projects?

7 A. Yes. Major projects completed since June 2011 included a 17-mile 6" plastic main
8 extension constructed in 2014 along new Indiana 37 between Tell City and
9 Branchville to serve the Indiana Department of Corrections' Branchville facility and
10 several small communities near the main extension; the 2014-2015 relocation of
11 Petitioners' underground facilities required for an Indiana Department of
12 Transportation project to widen a section of Indiana 32 between Winchester and
13 Union City; and the 2016 project to construct a 5.5 mile 8" coated steel main, new
14 purchase station and new town border station, replacing 60-year old facilities,
15 necessary to provide adequate, safe and reliable natural gas supply to the town of
16 Portland, Indiana.

17 26. Q. Have the Petitioners experienced any significant changes in its upper management
18 ranks?

19 A. Yes. Petitioners' former President & CEO, Ronald L. Loyd, retired in June 2012.
20 Thomas D. Williams, current Chairman, assumed the additional roles of President &
21 CEO. Mr. Williams, who has, for many years, been more involved with the other
22 companies of Petitioners' parent company, Beynon Farm Products Corporation, is

1 now spending considerably more time and effort relative to Petitioners' endeavors to
2 provide safe and reliable natural gas service to their customers at the lowest possible
3 cost. Scott A. Williams joined the Petitioners in April 2013 and serves as Executive
4 Vice President and General Manager responsible for all aspects of the business and
5 day to day operations. In July 2013, Mark H. Mayfield, Chief Engineer, resigned for
6 another employment opportunity. Petitioners engaged the highly regarded natural
7 gas engineering and utility services firm, USDI, to provide project engineering
8 services. In April 2015, Gregory A. Bailey was promoted to Lead Project Engineer.
9 USDI continues to provide Petitioners with large project engineering and related
10 services. Mr. Ronald P. Salkie joined the Petitioners in April 2014 and serves as
11 Chief Financial and Information Officer. Mr. S. Mark Kerney, formerly Chief Financial
12 Officer, remains part of the management team and serves as Chief Administrative
13 Officer.

14 27. Q. The Petitioners combined their costs of service for ratemaking purposes. Do OVGC
15 and OVGI remain separate legal entities?

16 A. Yes. OVGC and OVGI continue to have numerous separate and distinct business
17 relationships and contractual obligations with various other entities (banks, interstate
18 gas transmission pipelines, suppliers, vendors, etc.), and there are no plans for
19 merging the legal entities at this time.

20 28. Q. What increase in revenues will be required to produce a fair return on the original
21 costs and fair value of Petitioners' used and useful utility property and to cover their
22 combined cost of service?

1 A. Petitioners' rates should be adjusted to generate \$3,245,960 in additional annual
2 revenue to produce annual Utility Operating Income of \$4,576,841 resulting in a fair
3 return of 8.85% on the depreciated original costs of Petitioners' investment in used
4 and useful utility plant in service (Exhibit SMK-3, Schedule 33). Because the
5 Petitioners did not propose a fair value adjustment to their rate base in this filing,
6 petitioners did not determine the depreciated replacement cost of their used and
7 useful utility plant in service, however, such depreciated replacement cost would be
8 no less than the depreciated original cost of such investment.

9 29. Q. What rate of return on equity are the proposed rates calculated to produce?

10 A. The rates and charges developed by Kerry A. Heid (Exhibit KAH-1) should allow the
11 Petitioners to earn a return on common equity of 11.1% if, and only if, the Petitioners
12 do not incur costs or expenses greater than those incurred in the test year, as
13 adjusted, and proposed revenues based on those rates are actually realized. Based
14 upon the testimony of Adrien M. McKenzie (Exhibit AMM), who developed Petitioners'
15 proposed cost of equity capital, the management of Petitioners has determined that
16 the proposed rates and charges should allow Petitioners to earn an acceptable and
17 fair rate of return on the fair value of Petitioners' utility plant that is used and useful
18 for providing natural gas service to Petitioners' customers.

19 30. Q. Do Petitioners currently utilize a Normal Temperature Adjustment (NTA) mechanism?

20 A. Yes. Both OVGC and OVGI implemented a Type I (real time, individual consumer)
21 NTA mechanism, with IURC approval, in November 2007. This mechanism serves to
22 counter the effects of the vagaries of Indiana's unpredictable winter weather and is

1 applicable to all customers receiving service under Petitioners' Firm Small Volume
2 Sales Service (i.e. general service) rates and Petitioners' Public Schools
3 Transportation Service rates . The mechanism effectively protects these customers
4 against abnormally cold winter weather (adjustment is applicable for November
5 through May billing cycles each year) and protects the utility against abnormally warm
6 winter weather.

7 31. Q. The National Oceanic and Atmospheric Administration (NOAA) published its updated
8 30-year average temperature data (US Climate Normals) for the years 1981-2010,
9 reflecting higher average temperatures and fewer heating degree days compared to
10 its previous 30-year data. Were Petitioners' proposed new rates developed using
11 weather-normalized billing determinants based on the new NOAA heating degree
12 days?

13 A. Yes, they were.

14 32. Q. How are customer complaints handled?

15 A. Generally speaking, customer complaints, whether received directly from the
16 customer or referred to Petitioners by the IURC, are assigned to the appropriate
17 District Manager for resolution. All complaints filed with the IURC are initially
18 referred to Ronald P. Salkie, Chief Financial and Information Officer, by the IURC for
19 response. Upon completion of the requisite investigation into the merits or validity of
20 such complaints, a formal written response is made to the IURC indicating whether or
21 not the complaint has been resolved.

1 33. Q. Do Petitioners offer a Budget (Level) Payment Plan ("Budget Plan") to their
2 residential and/or non-residential customers?

3 A. Yes. Such a plan is not only offered but is promoted by Petitioners as a way to assist
4 customers in the management of their natural gas bills. The particulars of Petitioners'
5 Budget Plan are contained in Rule 29 of the proposed Rules and Regulations (see
6 Exhibit SAW-5). At October 31, 2016, 5,462 (20%) of Petitioners' general service
7 customers (primarily residential heating customers) were participating in the offered
8 Budget Plan. The percentage of customers participating in the Budget Plan has
9 declined each of the past four years, apparently due to the decline in commodity gas
10 costs.

11 34. Q. How do Petitioners promote their Budget Plan and other available assistance
12 programs?

13 A. Petitioners specifically promote their Budget Plan via a corporate internet website,
14 and "Important Messages" printed directly on monthly billing statements to
15 customers. Such "Important Messages" also periodically discuss and promote the
16 existence of various assistance programs such as township trustee assistance, the
17 federally-funded LIHEAP (Low Income Home Energy Assistance Program) and
18 Petitioners' own Gas Help Fund, a fund established by Petitioners to which
19 employees, customers, service organizations, churches and the general public can
20 contribute funds which are equally matched by Petitioners' shareholders.

21 35. Q. Do Petitioners promote energy conservation efforts to their customers? If so, what
22 methods are used?

1 A. Yes. Petitioners use their internet website, bill inserts/messages, radio spots,
2 brochures, etc. to educate customers in various conservation techniques and the
3 benefits of same. Petitioners have for many years promoted energy efficiency
4 through a rebate/incentive program which offers cash incentives to customers upon
5 installation of high-efficiency gas-fired equipment, and have consistently increased
6 their expenditures for same. During the test year, Petitioners provided cash
7 incentives to customers totaling approximately \$150,000.

8 36. Q. Do Petitioners provide their customers with options relative to the payment of natural
9 gas billings?

10 A. Yes. Petitioners continue to maintain local customer service offices in their primary
11 service communities. Customers may pay their monthly billings from Petitioners
12 either by U.S. mail or in person at any of said offices. Each office is also equipped
13 with a night deposit box for payment of bills outside of Petitioners' regular business
14 hours. Additionally, customers are encouraged to have their natural gas billings paid
15 via direct debit of their checking account at any participating financial institution.
16 Participation in Petitioners' Direct Debit Payment Plan is available to all customers.
17 Finally, customers may also pay their monthly billings via credit or debit card
18 transaction in Petitioners' customer service offices or online through Petitioners'
19 secure website.

20 37. Q. Does this conclude your direct testimony in this Cause?

21 A. Yes, it does.

SAW-1

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

JOINT PETITION OF OHIO VALLEY GAS)
CORPORATION AND OHIO VALLEY GAS, INC.)
FOR (1) AUTHORITY TO INCREASE THEIR)
RATES AND CHARGES FOR GAS UTILITY)
SERVICE; (2) APPROVAL OF NEW SCHEDULES)
OF RATES AND CHARGES; AND (3) APPROVAL)
OF CHANGES TO THEIR GENERAL RULES AND)
REGULATIONS APPLICABLE TO GAS UTILITY)
SERVICE)

CAUSE NO. 44891

JOINT PETITION

Joint petitioners Ohio Valley Gas Corporation ("OVGC") and its wholly-owned subsidiary, Ohio Valley Gas, Inc. ("OVGI") (collectively "Joint Petitioners" or "OVG") respectfully request authority to increase their rates and charges for the gas utility service they provide to their customers. As a part of this rate case, the Joint Petitioners also seek authority to reflect their increased rates in a common schedule of rates and charges based on their combined cost of service, and to make modifications to their General Rules and Regulations Applicable to Gas Service. In support of this petition, OVG respectfully represents to the Commission that:

1. Corporate and Regulatory Standing. OVGC and OVGI are two corporations duly organized and existing under the laws of the State of Indiana, each with its principal offices located at 111 Energy Park Drive, Winchester, Indiana. Both are public utilities as defined by Ind. Code §8-1-2-1(a) and energy utilities as defined by Ind. Code §8-1-2.5-2, and are therefore subject to regulation by the Commission in the manner and to the extent provided by the laws of the State of Indiana.

2. Combined Operations. Although OVGC and OVGI remain separate legal entities, in their last general rate case the Indiana Utility Regulatory Commission ("Commission") authorized these Joint Petitioners to combine their previously separate costs of service and tariffs and to make other changes reflecting their common operations. IURC Cause No. 44147

(Order issued December 5, 2012). This authorization included use of a single tariff and General Rules and Regulations Applicable to Gas Service.

3. Scope of Operations. Ohio Valley Gas is authorized to and does provide gas utility service to approximately 28,000 customers in 16 counties in east central and southern Indiana and one county in west central Ohio. It provides such gas utility service by means of utility plant, property, equipment and related facilities owned, operated, managed and controlled by either OVGC or OVGI used and useful for the convenience of the public in the treatment, transmission, transportation, distribution and sale of natural gas (collectively referred to as OVG's "Utility Properties").

4. Operating Results Under Current Rates. The Joint Petitioners' current base rates and charges for gas utility service were established pursuant to the Commission's order dated December 5, 2012 in Cause No. 44147. Since that date, both utilities have continued to make significant capital expenditures for additions, replacements and improvements to their Utility Properties. Also, the fair value of OVG's Utility Properties and its utility service operating expenses have increased. As a result, OVG's current rates and charges for gas utility service are unjust, unreasonable, insufficient, discriminatory and confiscatory, and should be increased. OVG's return on its Utility Properties is, and without relief as herein requested will continue to be, below the level required to permit it to earn a fair return on the fair value of its Utility Properties and provide revenues to enable OVG to continue to attract capital for additions, make replacements and improvements to its Utility Properties at a reasonable cost, maintain and support its credit and assure confidence in its financial soundness. OVG therefore requests that new rates, charges, rules, regulations and regulatory processes be authorized that will enable it to realize a proper and adequate net operating income necessary and appropriate for the provision of safe, adequate and continuous gas utility service to the public.

5. Tariff Revisions. OVG requests authority to revise its current single tariff to reflect the increased rates and charges sought herein, still based on the Joint Petitioners' combined costs of service, and to modify the two utilities' common General Rules and Regulations for Gas Service.

6. Test Year and Other Accounting and Procedural Matters. OVG proposes an adjusted test year of the twelve months ended June 30, 2016 and a cut-off date for determining the original cost and fair value of its Utility Properties as of September 30, 2016 for purposes of considering the relief hereby requested. OVG will cause notice of the filing of this Joint Petition to be published in newspapers of general circulation in Indiana and will provide its residential customers with a notice summarizing the nature and extent of the proposed rate changes affecting them as required by applicable statutes and Commission rules.

7. Applicable Statutory provisions. Petitioners believe the provisions of Ind. Code §8-1-2-1 et seq., particularly §§8-1-2-4, 6, 7, 9, 24, 25, 38, 42, 61, 68 and 71 et seq., among others, are applicable to the subject matter of this petition.

8. Attorney for Ohio Valley Gas and Service of Documents. The Joint Petitioners' attorney in this matter is Clayton C. Miller with the law firm Bamberger, Foreman, Oswald & Hahn, LLP located at 201 N. Illinois Street, Suite 1225, Indianapolis, IN 46204. Mr. Miller's telephone number is (317) 822-6786 and his facsimile number is (317) 464-1592.

Communications concerning this Joint Petition should also be addressed to:

S. Mark Kerney
Vice President & Chief Administrative Officer
Ohio Valley Gas Corporation
111 Energy Park Drive
P. O. Box 469
Winchester, IN 47394-0469
Telephone: (765) 584-6842, ext. 107
Facsimile: (765) 584-0826
mkerney@ovgc.com

WHEREFORE, OVG respectfully prays that the Commission promptly conduct a pre-hearing conference and preliminary hearing and establish a procedural schedule for it to expeditiously hold such hearings as are necessary or advisable in this Cause, and thereafter issue an order:

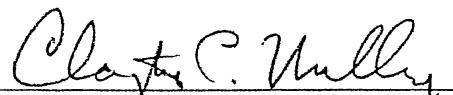
- a. finding that OVG's existing rates for gas utility service are unjust, unreasonable, insufficient, discriminatory, confiscatory and inadequate to provide a fair return on the fair value of its Utility Properties used and useful for the convenience of the public in rendering gas utility service;
- b. determining, and by order fixing, increased rates and charges to be applicable to OVG's gas utility service in lieu of the existing rates and charges therefor and making modifications to its tariff, to be more fully described in its testimony;
- c. authorizing and approving the filing by OVG of a revised common schedule of rates and charges based on the Joint Petitioners' combined cost of service and applicable to its gas utility service as necessary to constitute just, reasonable, sufficient and non-discriminatory rates;
- d. approving various changes in terms, conditions and provisions of OVG's tariff, including its rate schedules and General Rules and Regulations Applicable to Gas Service, as described herein and by testimony to be offered support thereof; and
- e. granting such other further and related relief as may be appropriate and proper.

Respectfully submitted,

OHIO VALLEY GAS CORPORATION

OHIO VALLEY GAS, INC.

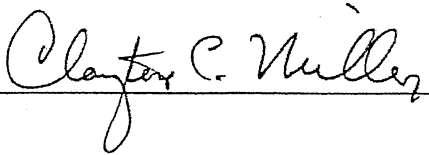
By


Their attorney

Clayton C. Miller, Att'y No. 17466-49
Bamberger, Foreman, Oswald & Hahn, LLP
201 N. Illinois Street, Suite 1225
Indianapolis, IN 46204
Phone: (317) 822-6786
Facsimile: (317) 464-1592
Email: cmiller@bamberger.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of this Joint Petition has been served this 15th day of December, 2016, via electronic mail to the Indiana Office of Utility Consumer Counselor at infomgt@oucc.in.gov and also by electronic mail to Mr. Leja Courter at lcourter@oucc.IN.gov and Ms. Tiffany Murray at tmurray@oucc.IN.gov.



SAW-2

LEGAL NOTICE

Notice is hereby given that on the 15th day of December 2016, Ohio Valley Gas Corporation and its wholly-owned subsidiary, Ohio Valley Gas, Inc., both Indiana corporations, filed a joint petition with the Indiana Utility Regulatory Commission, in Cause No. 44891, for (1) authority to increase their rates and charges for gas utility service; (2) approval of new schedules of rates and charges, including appendices; and, (3) approval of changes to their General Rules and Regulations Applicable to Gas Utility Service.

A copy of the petition is on file with the Indiana Utility Regulatory Commission, 101 West Washington Street, Suite 1500, Indianapolis, Indiana 46204

Ohio Valley Gas Corporation
Ohio Valley Gas, Inc.
By: S. A. Williams
Executive Vice President & General Manager

SAW-3

RESOLUTION OF THE BOARD OF DIRECTORS

OF

**OHIO VALLEY GAS CORPORATION
OHIO VALLEY GAS, INC.**

BE IT RESOLVED, that the Board of Directors of Ohio Valley Gas Corporation, being duly advised of the need for rate relief due to substantial investment in plant facilities and increased operating expenses since its last general rate case, hereby authorize Company management to proceed with the preparation of a general rate case to be filed during December of 2016. Said rate case is expected to present proposed rates for the combined operations and plant investment of the Company and its subsidiary, Ohio Valley Gas, Inc., reflecting a test year ended June 30, 2016 and a rate base cut-off date of September 30, 2016.

I, Scott A. Miller, Assistant Secretary of Ohio Valley Gas Corporation, hereby certify that the above and foregoing is a true and exact copy of a resolution adopted by the Corporation's Board of Directors at its meeting on October 29, 2015.

IN ATTESTATION OF WHICH, I have hereunto set my hand and affixed the official seal of said Corporation, this 15th, day of August 2016.



Scott A. Miller, Assistant Secretary

SAW-4



OHIO VALLEY GAS

111 Energy Park Drive
P. O. Box 469
Winchester, IN 47394-0469
Phone: (765) 584-6842
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www.ovgc.com

TO: All General Service Customers of Ohio Valley Gas Corporation (OVGC) and its wholly owned subsidiary, Ohio Valley Gas, Inc. (OVGI).

SUBJECT: Filing of a joint petition (Cause No. 44891) for increased rates and charges with the Indiana Utility Regulatory Commission (IURC).

DATE: January 2017

On December 15, 2016, OVGC and OVGI jointly filed a petition with the IURC requesting:

- (1) Authority to increase their rates and charges for gas utility service;
- (2) Approval of new schedules of rates and charges, including appendices; and,
- (3) Approval of changes to General Rules and Regulations Applicable to Gas Utility Service

The amount of the requested increase, as well as the effect of same at varying usage (consumption) levels, will be provided in a second notice following Petitioners' filing of required evidence supporting the above requests.

The IURC will conduct a public hearing to discern the appropriateness of Petitioners' requests. During such hearing, the Petitioners' will be required to show that the requested items are justified. An Order will then be issued by the IURC based on the evidence presented.

The Office of Utility Consumer Counselor (OUCC), the state agency charged with the responsibility of protecting the interests of utility ratepayers, will represent the customers of the Petitioners in all matters relative to the filed petition and the requests contained therein.

Ohio Valley Gas Corporation
Ohio Valley Gas, Inc.

"Fueling your future ... *naturally*"

EXHIBIT SAW- 5

IURC GAS TARIFF
ORIGINAL VOLUME NO. ~~9-10~~
of
OHIO VALLEY GAS CORPORATION
OHIO VALLEY GAS, INC.

OHIO VALLEY GAS CORPORATION
OHIO VALLEY GAS, INC.
GENERAL RULES AND REGULATIONS APPLICABLE TO GAS SERVICE

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OHIO VALLEY GAS CORPORATION
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GENERAL RULES AND REGULATIONS APPLICABLE TO GAS SERVICE

1. **RULES AND REGULATIONS ON FILE**

A copy of all rates, as well as all rules and regulations under which gas service will be supplied, are posted or on file for the public's benefit in the offices of OVGC and with the Indiana Utility Regulatory Commission ("IURC").

2. **WRITTEN APPLICATION OR CONTRACT REQUIRED**

All applications for service will be made on OVGC's standard application or contract form, which shall be signed by the Customer and accepted by OVGC before service is supplied. A separate application or contract shall be made for service at each location/account. OVGC may require up to two working days notice for all connections of existing natural gas service.

In any case where unusual construction or equipment expense is necessary to furnish the service, OVGC may require a contract with reasonable guarantees as specified by OVGC.

The Customer is also responsible for payment of all natural gas usage at a service location for up to three working days following notice to OVGC to disconnect the natural gas service.

3. **DESCRIPTION OF DESIRED SERVICE**

Upon request, the Customer shall furnish to OVGC a list of the gas consuming equipment that is to be connected to OVGC's gas supply on the premises. The Customer shall also advise OVGC of their preference, if any, as to the pressure at which natural gas is to be delivered to Customer, and their preference, if any, regarding status as an "Off-System" customer, if applicable.

4. **OVGC-OWNED PIPING AND EQUIPMENT**

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

- a. **Service Lines** consisting of gas piping extending from OVGC's gas mains to the Customer's property line.
- b. **Pressure Regulating Equipment**, as required by OVGC to meet metering and delivery pressure requirements.
- c. **Metering Equipment**, as required by OVGC to determine the amount of natural gas consumed for billing purposes.
- d. **Other Equipment**, if any, as required by OVGC.

5. **LOCATION OF OVGC REGULATORS, METERS AND APPURTENANCES**

The Customer shall provide free of expense to OVGC and at a location satisfactory to OVGC a suitable place for necessary regulators, meter, or other equipment which may be furnished by OVGC. Whenever possible, the meter setting shall be appropriately located outside and in a location which it is both readily accessible and reasonably protected from damage.

6. **EQUIPMENT LOCATION PERMIT OR EASEMENT**

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

7. **ACCESS TO PREMISES**

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

The Customer shall take all necessary steps to appropriately restrain animals in order to prevent injury to OVGC employees or agents entering the Customer's property for the above reason(s). Any such injuries or other damages (and all costs associated therewith) which are incurred by OVGC, its employees or agents while legally engaged in the above shall be the responsibility of the Customer. OVGC, its shareholders, directors, officers, employees and agents specifically reserve the right to seek full and complete restitution, from any court of competent jurisdiction, for any claims, cause of action, losses or damages resulting from animal bites. This reservation of rights to seek restitution shall include but not be limited to seeking an equitable claim of subrogation.

8. **PROTECTION OF OVGC'S PROPERTY**

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

9. **CUSTOMER FURNISHED PIPING AND EQUIPMENT**

The Customer shall furnish, install and maintain, at their expense, and in full compliance with OVGC prescribed standards, applicable Federal and state laws, rules and regulations, and local ordinances and codes the following:

- a. **Yard Line** consisting of gas piping from the Customer's property line to OVGC's meter setting. The Yard Line shall not be run under or through any portion of any building.
- b. **Fuel Lines** consisting of all gas piping downstream of OVGC's meter setting.
- c. **Pressure Regulating Equipment**, as necessary to regulate the pressure of the gas after delivery to Customer.
- d. **Metering Equipment**, as may be desired by the Customer to confirm the measurement of natural gas consumption. Such equipment shall be installed so as not to interfere with the operation of OVGC's metering equipment.

OVGC shall be under no obligation to inspect the piping and equipment of the Customer. Inspecting, reading, calibrating and adjusting any Customer-owned equipment shall be the responsibility of the Customer. Any future changes, repairs, replacements or relocations of the Customer's yard or fuel line(s), for whatever reason(s), shall be completed at the Customer's expense.

10. POINT OF DELIVERY

The point of delivery of gas supplied by OVGC shall be at the outlet of the meter. OVGC will make the necessary connection at the point of delivery. Neither the Customer, nor anyone other than OVGC, may lawfully alter or interfere with this connection, or with any of the equipment owned and maintained by OVGC in any way.

11. METERING

All natural gas used by the Customer will be measured by the meter(s) to be furnished and installed by OVGC. Monthly bills shall be calculated upon the registration of said meter(s). Meters shall conform to the Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana established by the IURC. If more than one meter is installed on the same premises, gas service to each meter shall be billed separately; however, if multiple meters are installed to serve the same rate classification strictly for the convenience of OVGC, then only one monthly service charge for that rate class will be applied.

Customers receiving service under all Rate Schedules other than S11, S41 and 44 S91 shall, at the request of OVGC, provide: 1) electricity (nominal 115 volts with the line fused at 15 amperes), and 2) access to a direct telephone line that is capable of allowing OVGC to contact the metering location to obtain billing and flow information for the purposes of tracking daily and monthly usage at OVGC's metering location.

12. MEASUREMENTS

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

$$1 \text{ Therm (Th)} = 100,000 \text{ BTU} / 1,000 \text{ BTU/SCF} = 100 \text{ SCF}$$

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

13. **FAILURE OF METER**

Whenever it is discovered that a meter is not recording correctly, adjustments shall be made correcting such inaccuracy in accordance with the Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana. The volume of gas delivered by OVGC to the Customer may be estimated, if necessary:

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

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

If, upon test at thirty five (35) percent and eighty (80) percent of rated capacity, any measuring equipment is found to be, on average, not more than two (2) percent fast or slow, previous recordings of such equipment shall be considered commercially accurate in computing deliveries of natural gas; but such equipment shall be adjusted at once to record accurately.

If, upon test at thirty five (35) percent and eight (80) percent of rated capacity any measuring equipment shall be found to be, on average, more than two (2) percent fast or slow, previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon between OVGC and the Customer. Such correction shall be for a period extending over one-half of the time elapsed since the date of last test, or one (1) year, whichever period is shorter, and the Customer's account shall be either credited or debited, as appropriate.

15. **WARRANTY OF TITLE TO GAS**

OVGC warrants title to and the lawful right to sell its system supply natural gas to Customer. Specifically, OVGC asserts that such natural gas shall be free from any and all claims, liens or other encumbrances.

However, no such warranty shall attach to any natural gas received by OVGC for transportation to any "Off-System End User".

Off System End User shall be defined as a Customer for whom OVGC has no contractual obligation to provide natural gas from its system supply, and for whose natural gas requirements OVGC is not contractually committed to pay interstate pipeline charges of any kind.

16. **RESALE OF GAS**

The Customer shall not pipe natural gas delivered by OVGC off the premises being served, nor sell same to any other Customer or person.

17. **RESPONSIBILITY AFTER GAS IS DELIVERED BY OVGC**

Customer assumes liability and accepts responsibility for natural gas service on or about Customer's premises. Specifically, Customer premises shall include, but shall not be limited to, all pipe and equipment that is used and useful in connection with Customer's natural gas service and which is located downstream of the "Point of Delivery".

Customer shall hold OVGC harmless for all demands, claims, suits, judgments and executions, and for any personal injury or death, or damages to property (real, personal or mixed), due to Customer's use of natural gas on or about Customer's premises. Customer's duty to hold OVGC harmless shall not attach to injury or death, or for damages to property (real, personal or mixed) that may occur due to the sole negligence of OVGC, its employees or agents.

18. **CONTINUITY OF SERVICE**

OVGC shall employ natural gas industry best practices in its efforts to assure a continuous and adequate supply of natural gas for its Customers. OVGC does not, however, warrant or guarantee either a sufficient supply of natural gas or an adequate pressure for the natural gas delivered to Customer, and shall not be liable for damages due to interruptions in the supply of natural gas when such failure(s) are not due to the negligence of OVGC.

19. **DEPOSIT TO ENSURE PAYMENT OF BILLS**

- a. **Residential Customers.** As set forth in the Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana, OVGC may require a cash deposit from an applicant for service or an existing Customer whenever standards of credit worthiness are not satisfied.
- b. **Non-Residential Customers.** OVGC shall require a cash deposit from an applicant for service or from an existing Customer as described in the Non-Residential Customer Security Requirements (See Rule No. 22 below).
- c. **Interest.** Cash deposits of both residential and non-residential Customers which are held more than twelve (12) months shall earn interest from the date of deposit at an annual rate as prescribed, from time to time, by the IURC.

20. **MONTHLY BILLS**

- a. Bills for natural gas service will be rendered monthly unless otherwise specified. The term "month" for billing purposes shall mean the period between any two consecutive regularly scheduled readings of the meter(s) by OVGC. Meter readings are to be taken as nearly as practicable every thirty (30) days.
- b. When OVGC is unable to read a meter after reasonable effort, the Customer will be billed based on an estimated consumption.
- c. Failure to receive a bill in no way exempts the Customer from the provisions of these General Rules and Regulations Applicable to Gas Service, or the obligation to pay for the service(s) provided by OVGC.
- d. The monthly billing for natural gas service will be considered paid when payment has been received by OVGC at its designated address. OVGC will not consider the payments as being made based on a postmark on the mailing envelope. Payments received after the due date printed on the monthly natural gas billings will be subject to the addition of a Late Payment Charge (Rule No. 24 below).
- e. OVGC may, at its sole discretion, require any Customer with monthly billings aggregating \$25,000.00 or more to make payment to OVGC in the form of a wire transfer directed to a bank account designated by OVGC. Wire transferred funds shall be available to OVGC on or before the due date printed on the monthly natural gas billings. The Customer may also be required to make a facsimile transmission to OVGC, at a designated telephone (fax) number, setting forth the pertinent details of the wire transfer.

21. **DISCONNECTION OF RESIDENTIAL SERVICE**

- a. OVGC may disconnect a residential service without request by the Customer and without prior notice only:
 - (1) if a condition dangerous or hazardous to life or property exists; or,
 - (2) upon receipt of an order by any Court, the Commission or other duly authorized public authority; or,
 - (3) if fraudulent or unauthorized use of gas is detected and OVGC has reasonable grounds to believe the affected Customer is responsible for such use; or,
 - (4) if OVGC's regulating or metering equipment has been tampered with and OVGC has reasonable grounds to believe that the affected Customer is responsible for such tampering.
- b. In all other instances OVGC, upon providing a residential Customer with fourteen (14) days prior written notice, may disconnect service subject to the following:

- (1) OVGC shall postpone the disconnection of service for ten (10) days if, prior to the disconnect date specified in the disconnect notice, the Customer provides OVGC with a medical statement from a licensed physician or public health official which must affirm that disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the Customer. The postponement of disconnection shall be continued for one additional ten (10) day period upon the providing of an additional, and similar, medical statement from a licensed physician.
- (2) OVGC will not disconnect a residential service if the Customer shows cause, including financial hardship, for his inability to pay the full amount due and said Customer satisfies all of the following:
 - (a) Pays a reasonable portion (not to exceed the lesser of \$10 or one-tenth (1/10) of the billed amount), unless the Customer agrees to pay a greater portion of the billed amount.
 - (b) Agrees to pay the remainder of the outstanding bill within three (3) months.
 - (c) Agrees to pay all undisputed future bills for service as they become due.
 - (d) Has not breached any similar agreement with OVGC made pursuant to this rule within the past twelve (12) months.

Provided however, that OVGC may add to the outstanding bill a Late Payment Charge not to exceed the amount set forth in Rule No. 24, and provided further, that the above terms of agreement shall be in writing and signed by the Customer and by a representative of OVGC.

- (3) OVGC will not disconnect a residential service if a Customer is unable to pay a bill which is unusually large due to prior incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection or functioning of the meter, prior estimates where no actual reading was taken for over two months, stopped or slow meters, or any human or mechanical error attributable to OVGC, provided that the Customer satisfies all of the following:
 - (a) Pays a portion of the bill not to exceed an amount equal to the Customer's average bill for the twelve (12) bills immediately preceding the bill in question,
 - (b) Agrees to pay the remainder of the outstanding bill on a reasonable payment schedule.
 - (c) Agrees to pay all undisputed future bills for service as they become due.

Provided however, that OVGC may not add to the unpaid balance of such a bill any Late Payment Charge or any other fee for the privilege of paying such a bill over the agreed period of time, and provided further, that the above terms of agreement shall be in writing and signed by the Customer and a representative of OVGC.

- c. Normally, OVGC will disconnect service only between the hours of 8:00 a.m. and 3:00 p.m., prevailing local time. However, disconnections pursuant to Rule No. 21.a. are not subject to this limitation.
- d. OVGC will not disconnect service for non-payment on any day on which OVGC's office is closed to the public, or after twelve (12:00) noon of the day immediately preceding any day on which OVGC's office is not open to the public. However, disconnections pursuant to Rule No. 21.a. are not subject to this limitation.

22. **NON-RESIDENTIAL CUSTOMER SECURITY REQUIREMENTS**

OVGC may require a cash deposit from an applicant for service or from an existing Customer as set forth below:

- a. **Cash Deposit Requirement.** The amount of the cash deposit shall be calculated based on the highest estimated monthly consumption multiplied by twice the rate in effect on the date of the application for service, or upon an existing Customer's receipt of a notice requiring a deposit.

The deposit calculation for a new Customer shall be based on reasonable estimated usage/consumption which shall include, but not be limited to, historical consumption on the property, any increased or decreased heating, processing load, etc., or an applicant's declaration of its projected usage and load.

The deposit calculation for an existing Customer shall be based on the highest monthly consumption during the previous five (5) years or, if a Customer less than five (5) years, the highest monthly consumption recorded since becoming a Customer, taking into consideration, without limitation, changes in the physical size of premises served, changes in usage or process application, removal or installation of different heating and processing equipment, etc.

- b. **Exception To The Cash Deposit Requirement.** OVGC shall have the discretion to waive the cash deposit requirement for both new applicants and existing Customers upon receipt of adequate assurance that the non-residential Customer is creditworthy. Adequate assurance of creditworthiness shall be demonstrated by the Customer by presenting all of the following to OVGC, as requested/required:

- (1) Their Dun & Bradstreet D-U-N-S No. and payment index which reflects a prompt payment history.
- (2) A copy of their most recent audited financial report that includes a balance sheet showing assets exceeding liabilities, an income statement, and a cash flow statement; OR a verified or sworn financial report of the business entity that includes a balance sheet showing assets exceeding liabilities, an income statement, and a cash flow statement. Additionally, all owners of a business entity (Customer) may, upon a facts and circumstances determination made by OVGC, be required to provide a personal guaranty and personal financial statements to further ensure the payment of all natural gas bills rendered to the Customer by OVGC.

- (3) Credit reference(s) from other public utilities stating that the entity has or had a prompt payment history on their utility bills and that no delinquency on such bills currently exists.

c. **Deferred Payment.**

- (1) **New Customer.** Non-residential customers shall have their cash deposit, if not waived, paid prior to the establishment of natural gas service. OVGC will, on request, consider allowing payment of the cash deposit on an installment basis contingent on the planned usage pattern of the new Customer and other factors which may affect the Customer's ability to pay. Provided that the Customer makes the initial installment payment in a prompt and timely manner, OVGC shall initiate natural gas service. Should the Customer fail thereafter to tender payments on their installment payment plan, OVGC shall be entitled to terminate natural gas service until the Customer has tendered the total amount of the deposit and paid, in full, all consumption billed to the Customer prior to termination of the service. A reconnect charge (See Rule No. 25 below) shall also apply to any Customer whose service is interrupted due to non-payment of a deposit installment.

- (2) **Existing Customer.** OVGC will, on request, consider allowing the payment of an existing Customer's cash deposit on an installment basis conditioned on all of the following:

- (a) Terms mutually agreeable to both OVGC and the Customer.
- (b) The planned usage pattern of the Customer.
- (c) Other factors which may affect the Customer's ability to pay.

Should the Customer fail to tender the initial installment or any installments thereafter, in a prompt and timely manner, OVGC shall be entitled to terminate natural gas service until the Customer has tendered the total amount of the deposit and paid, in full, all consumption billed to the Customer prior to termination of the service. A reconnect charge (See Rule No. 25 below) shall also apply to any Customer whose service is interrupted due to non-payment of a deposit installment.

- (3) **Applicability To Existing Non-Residential Customers.** OVGC may require an existing non-residential customer to make an initial or additional cash deposit, if they are delinquent twice in a twelve (12) consecutive month period subsequent to the effective date of these General Rules And Regulations Applicable To Gas Service.

- d. **Refunds.** OVGC will not refund any cash deposit from a non-residential Customer until service is disconnected at the premises for which the deposit was collected. At the request of the Customer, but not more frequently than once during any given twelve month period, accrued interest will be transferred to the Customer's account.

- e. **Public Authority Customers.** All Customers properly classified as public authority users shall be exempt from the requirement to provide a cash deposit until and unless an unexplained pattern of late (delinquent) payments develops.

23. **DISCONNECTION/NON-CONNECTION OF NON-RESIDENTIAL SERVICE FOR FAILURE TO SUPPLY CASH DEPOSIT**

- a. A new non-residential Customer shall not be entitled to natural gas service from OVGC until an application for natural gas service is submitted, and accepted by OVGC, and the required cash deposit is tendered to, or a waiver is granted by, OVGC as described in Rule No. 22.
- b. An existing non-residential Customer who fails within ten (10) calendar days of receiving written notice from OVGC, to tender the required cash deposit as described in Rule No. 22, may have their natural gas service disconnected unless and until said Customer provides such deposit or obtains a waiver from OVGC. A reconnection charge (See Rule No. 25 below) shall also apply to any Customer whose service is disconnected due to non-payment of the required deposit.

24. **LATE PAYMENT CHARGE**

A Late Payment Charge, as shown on the applicable rate sheet will be applied to all accounts, including those enrolled in OVGC's Budget (Level) Payment Plan, not paid on or before the due date as printed on the monthly natural gas billing.

25. **RECONNECTION CHARGE**

To cover the cost of disconnecting and reconnecting service for the same Customer at the same service address, a Reconnection Charge will be made in the amount shown on the applicable rate sheet. The Reconnection Charge shall be paid in full prior to the reconnection of natural gas service. If the disconnection period exceeds one year, OVGC may waive the Reconnection Charge, provided the disconnection was not for a violation of any of OVGC's Rules and Regulations.

26. **COLLECTION CHARGE**

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

27. **RETURNED CHECK CHARGE**

A returned check charge, in the amount shown on the applicable rate sheet, will be levied on all checks received and on all authorized direct debits processed through the Automated Clearing House ("ACH") as payment of gas bills which are not honored, for whatever reason, by the Customer's bank. Additionally, any charges assessed by OVGC's bank or the ACH processing system due to non-sufficient funds or a closed account will be added to the Customer's account with OVGC and will be in addition to OVGC's Returned Check Charge.

28. **THEFT OR UNAUTHORIZED USE OF GAS (A Class C infraction per IC 35-43-3-6)**

When theft or unauthorized use of gas (actual or attempted) is discovered, the Customer shall be charged a minimum fee of One Hundred Dollars (\$100.00). Further, the Customer shall be charged for the estimated volume of natural gas, as determined by OVGC to have been so used. The Customer shall also pay any costs incurred by OVGC to repair damaged or altered OVGC equipment, and/or to pursue legal remedy due to Customer's theft or unauthorized use.

29. **BUDGET (LEVEL) PAYMENT PLAN**

OVGC shall offer a Budget (Level) Payment Plan ("Plan") under which an eligible Customer may have their monthly billing amounts pre-determined (based on projected/estimated consumption), and equalized, for the duration of any given Plan year, as follows:

- a. **Eligible Customer:** Residential, small commercial (including small farming operations, except for grain drying), public authority (including school corporations) and not-for-profit (including churches) system sales customers whose account(s) with OVGC are, at the time of application, paid in full, shall be eligible to participate in the Plan. Eligible customers are generally limited to those served via a meter size of 800 scfh or less.
- b. **Plan Year:** The Plan Year shall be defined as the twelve consecutive months beginning July 1 of one year and continuing through June 30 of the following year.
- c. **Enrollment:** Any eligible Customer may enroll in the Plan at any time by contacting the local office of OVGC, completing the prescribed Enrollment Form. The Customer will be enrolled in the Plan for the next billing cycle following receipt and acceptance, by OVGC, of the completed Enrollment Form.
- d. **Monthly Payment Amount.** The Monthly Payment Amount under the Plan shall be determined, by OVGC, as follows:
 - (1) **For existing accounts with a minimum twelve-month usage history,** by weather normalizing the most recent twelve months' usage for the account and pricing said normalized usage at the estimated rates for the ensuing Plan Year, or remaining portion of the current Plan Year, as appropriate.
 - (2) **For new accounts or existing accounts with less than twelve months of usage history,** by establishing a weather normalized annual usage level (utilizing connected load and other information as may be available), and pricing said normalized usage at the estimated rates for the ensuing Plan Year, or remaining portion of the current Plan Year, as appropriate.
- e. **Semi-Annual Review of Monthly Payment Amount:** Upon completion of OVGC's billing cycles for June and December of each calendar year, the Monthly Payment Amount for each customer enrolled in the Plan shall be reviewed, and adjusted as necessary, based on account balance, usage history and updated pricing estimates for the new Plan Year or remaining portion of the current Plan Year, as applicable. Revised Monthly Payment Amounts will be appropriately communicated, in writing, to the

applicable customers, and will become effective with the July, or January, billing cycle, as appropriate. If the semi-annual review determines that no change in the Monthly Payment Amount is required, the existing Monthly Payment Amount shall continue to be utilized until the next such semi-annual review and determination is completed.

- f. **Annual "True-Up" of Plan Balance:** Coincident with the semi-annual review following the June billing cycle, each enrolled Customer's balance under the Plan will be "trued-up", assuming payment of the June Monthly Payment Amount will be paid when due. This "true-up" will result in the Plan account balance (debit or credit) being spread over the succeeding twelve-month period and, when combined with updated consumption and pricing estimates for the new Plan year, will be reflected in a revised Monthly Payment Amount.
- g. **Customer Notices:** Each enrolled Customer shall be notified, by U.S. mail, of any revision to the Monthly Payment Amount established as the result of any semi-annual Plan review by OVGC. Enrolled customers shall also be appropriately advised as to how any debit or credit balance (at the Plan year-end review) was applied to their account as set forth above.
- h. **Failure to Pay Monthly Payment Amount by Due Date:** If an enrolled Customer fails to pay the required Monthly Payment Amount due under the Plan on or before the due date as printed on their monthly billing from OVGC, the Customer will be subject to a Late Payment Charge as set forth in Rule No. 24. If a Customer fails to pay the required Monthly Payment Amount more than once in any twelve month period, the Customer may, at OVGC's sole option, be removed from the Plan, and any debit balance existing under the Plan at that time shall be immediately due and payable in full. If there is a credit balance, said credit will be applied against future billings to the Customer at the current account, or refunded to the Customer at the sole discretion of OVGC, if appropriate.

30. RESTRICTIONS, LIMITATIONS, CURTAILMENTS AND PRIORITIES OF SERVICE

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

- a. **Definitions.** For the purpose of this rule, certain terms shall have the following meanings:
 - (1) **"Off-System" Transportation Customer:** A Transportation Customer shall mean a Customer for which OVGC has no contractual obligation to provide natural gas from its system supply, and for whose natural gas needs and requirements OVGC is not contractually committed to pay interstate pipeline charges of any kind.
 - (2) **Interruptible Customer.** An Interruptible Customer shall mean a Customer purchasing natural gas on an interruptible service basis under any applicable rate schedule(s) of OVGC.
 - (3) **Firm Customer.** A Firm Customer shall mean a Customers purchasing natural gas on a firm service basis under any applicable tariff schedule(s) of OVGC.

- (4) **Residential and Small Volume Commercial Customer.** Residential and Small Volume Commercial Customer shall mean any customer purchasing natural gas to provide service for one or more residential units or for one or more commercial units where the annual volume of gas required for each residential unit or for each commercial unit does not exceed the maximum annual usage specified in OVGC's rate sheet(s) applicable to such customer(s). Customers who sell services or commodities to the general public are considered commercial accounts, and shall include churches and other public and private not-for-profit groups and organizations.
- (5) **Large Volume Firm Customer.** A Large Volume Firm Customer shall mean any Firm Customer whose annual usage of natural gas exceeds the minimum annual usage specified in OVGC's rate sheet(s) applicable to such customer.
- (6) **Large Volume Interruptible Customer.** A Large Volume Interruptible Customer shall mean any Interruptible Customer whose annual usage of natural gas exceeds the minimum annual usage specified in OVGC's rate sheet(s) applicable to such customer.
- (7) **Industrial Customer.** An Industrial Customer shall mean any Customer whose primary use(s) of natural gas include product processing, feed stock, or plant protection, and shall include any production entity that does not sell its products directly to the general public.

- b. **Restrictions on New and Additional Service.** OVGC shall have the right to refuse to provide new or additional service to applicants or existing customers as may be necessary due to a lack of system capacity or other physical or supply limitations.

Unless restricted by a lack of system capacity or other physical or supply limitations, OVGC shall provide no-cost extension of its distribution system as necessary to provide service to new/additional customers when the total anticipated revenue margin for such customer(s) over a period of five and one-half (5.5) years is equal to or greater than the estimated cost of the extension. Should the estimated cost of the extension exceed the total anticipated revenue margin over such period, the customer(s) will be required to offset such additional costs via a refundable (under certain conditions) cash contribution-in-aid-of-construction.

- c. **Normal Monthly Consumption of Large Volume Firm Customers and all Industrial Customers.** OVGC shall have the right to establish a "Normal Monthly Consumption" for each Large Volume Firm Customer and each Industrial Customer in accordance with the following:

- (1) **Normal Monthly Consumption.** The Normal Monthly Consumption of each Large Volume Firm Customer and each Industrial Customer shall be that volume of gas purchased by such Large Volume Firm Customer or Industrial Customer during each billing month of the Base Period specified by OVGC.
- (2) **Base Period.** The Base Period shall be the twelve consecutive billing months as may be specified by OVGC, from time to time.

- (3) **Notice to Large Volume Firm Customers and all Industrial Customers.** As soon as practicable after the provisions of this paragraph shall be invoked by OVGC, OVGC shall give written notice to each Large Volume Firm Customer and each Industrial Customer of its Normal Monthly Consumption as determined under provision c.(1) above.
- d. **Interruptions, Limitations and Curtailments of Service.** OVGC shall have the right to interrupt, limit, or curtail service to its Customers in the following order:
- (1) **"Off-System" Transportation Customer.** Deliveries to each Transportation Customer in any billing month shall be limited to the lesser of its daily nomination, or the pipeline's daily allocated volumes to said Customer.
- (2) **Interruptible Customers.** Deliveries to Interruptible Customers may be interrupted in accordance with the provisions of the applicable rate schedule.
- (3) **Large Volume Firm Customers and all Industrial Customers.** Deliveries to Large Volume Firm Customers and all Industrial Customers in any billing month shall be limited to their Normal Monthly Consumption, and may be curtailed on a pro-rata basis as specified by OVGC.
- (4) **Commercial Customers.**
- (5) **Residential Customers.**
- e. **Penalty for Unauthorized Gas Use.**
- (1) If a Customer operating under a curtailment order/request issued by OVGC takes delivery of volumes of natural gas in excess of 102% of the volume specified during any annual, seasonal, monthly or daily period, the Customer shall pay OVGC an overrun penalty, in addition to all other charges and penalties payable under OVGC's rate schedules, the greater of Three Dollars (\$3.00) per Therm for all gas taken in excess of the specified volume, or the actual overrun penalties assessed to OVGC by its pipeline service provider.
- (2) OVGC shall have the right, without obligation, to waive the penalty for any unauthorized overrun if OVGC's other Customers or its pipeline operations were not adversely affected by same. However, any Customer having such an unauthorized overrun, shall have its next allocation reduced by the amount of the unauthorized overrun.
- f. **Applicability.** The terms, conditions and provisions of this Rule No. 30 shall take precedence over any other terms, conditions or provisions that may be contained in any OVGC tariff or rate schedule, or in any contract, agreement or other written instrument which may exist between OVGC and any Customer.

31. **FORCE MAJEURE**

- a. Neither OVGC nor Customer shall be liable for any damages to the other due to any act, omission, or circumstances occasioned by or resulting as a consequence of any act of God, strike, lockout, act of the public enemy, war, blockade, insurrection, riot, epidemic, landslide, lightning, earthquake, fire, storm, flood, washout, arrest, restraint or suspension of lawful governmental authority, civil disturbance, explosion, breakage or accident to machinery or pipe; temporary failure of gas supply, binding order of any court or governmental authority, and any other cause, whether of the kind herein enumerated, or otherwise, not within the control of the party claiming suspension of performance and which, by the employment of due diligence, the other party is unable to prevent.
- b. The occurrence of a cause or contingency resulting in non-performance shall not be lawful justification for relieving either OVGC or Customer of any duty or liability upon the finding of concurring negligence. Further, upon the finding of a failure of either OVGC or Customer to timely employ reasonable due diligence to remedy the cause for non-performance, eliminate the occurrence of a stated contingency, and to promptly reinstate performance, the occurrence of said finding(s) shall be grounds for the imposition of liability for the failure to exercise the contractual duty to perform. Finally, no occurrence of a cause or contingency resulting in non-performance shall constitute lawful grounds for either OVGC or Customer to suspend, relieve, discharge or otherwise interrupt the prompt and timely payment of such sums and amounts that became due prior to the declaration of a force majeure.

32. **ASSIGNMENT**

The benefits and obligations of any service agreement shall begin when OVGC commences to supply natural gas service and shall inure to and be binding upon the heirs, successors, assigns, and executors or administrators of both OVGC and the Customer.

33. **AGENTS**

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

34. **AMENDMENT OF GENERAL RULES AND REGULATIONS APPLICABLE TO GAS SERVICE**

OVGC reserves the right to modify, alter, or amend these General Rules and Regulations Applicable to Gas Service or to file additional General Rules and Regulations Applicable to Gas Service, as experience and conditions may suggest or as OVGC may deem necessary in the conduct of its business. All such modifications, alterations, amendments, additions or deletions shall be subject to approval of the IURC.

RATE NO. S11
RATE NO. S41
RATE NO. S91
Firm Small Volume Sales Service

AVAILABILITY

This rate shall be available to Customers whose volume of natural gas purchased on an annual basis will be less than 100,000 Therms and who will take delivery of such natural gas in OVGC's Service Area. See Appendix E (Sheet No. 13).

RATES AND CHARGES

Rates, charges and adjustments applicable to service under this rate for monthly billing purposes shall be as follows:

Facilities Charge per meter per month:	\$44.50	14.75
Distribution Charge per therm:	S11	\$0.3622 0.4740
	S41	\$0.4374 0.5340
	S91	\$0.4020 0.5040

Gas Cost Adjustment (GCA) – As set forth in the latest approved Appendix B (Sheet No. 10).

Normal Temperature Adjustment (NTA) – Dependent upon weather (temperature) conditions during specified billing cycles as described in the latest approved Appendix C (See Sheet No. 11).

Pipeline Safety Adjustment (PSA) – Dependent upon actual costs incurred as set forth in the latest approved Appendix D (See Sheet No. 12).

LATE PAYMENT CHARGE

A Late Payment Charge, of ten (10) percent on the first \$3.00 or less, and three (3) percent on all amounts over \$3.00, will be made on all bills not paid on or before the due date of the bill. Any payments received by OVGC after the due date will be subject to the Late Payment Charge.

COLLECTION CHARGE

A Collection Charge of \$30.00, will be made should it become necessary to send an employee or other agent to the Customer's premises to collect a past due account.

RETURNED CHECK CHARGE

A Returned Check Charge of \$21.00, plus charges, if any, levied against OVGC's bank account, will be made for any payment, including a direct debit, returned by a financial institution as unpaid.

RECONNECTION CHARGE

To cover the cost of discontinuance and reestablishment of service for the same Customer at the same service address, a Reconnection Charge will be made which is the greater of either \$80.00 or the product of the monthly Facilities Charge multiplied by the number of billing cycle months during which service was discontinued, up to a maximum of twelve (12) billing cycle months. This charge must be paid before service is restored. If the disconnected period exceeds one (1) year, OVGC may waive the reconnection fee, provided that disconnection was not for violation of OVGC's Rules and Regulations.

TWENTY-FOUR (24) HOUR PURCHASE GAS DAY

For the purpose of this rate the twenty-four (24) hour purchase gas day is that continuous twenty-four (24) hour period commencing at ~~7:00 a.m. local time~~ 9:00 a.m. Central Clock Time and continuing to ~~7:00 a.m. local time~~ 9:00 a.m. Central Clock Time the next day.

RULES AND REGULATIONS

This rate is subject to OVGC's General Rules and Regulations Applicable to Gas Service, to the orders of the Indiana Utility Regulatory Commission, and to the Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana as prescribed by the Indiana Utility Regulatory Commission.

RATE NO. S12

RATE NO. S42

RATE NO. S92

Firm Medium Volume Sales Service

AVAILABILITY

This rate shall be available to Customers whose volume of natural gas purchased on an annual basis will be at least 100,000 Therms, but not greater than 500,000 Therms, and who will take delivery of such natural gas in OVGC's Service Area. See Appendix E (Sheet No. 13).

APPLICABILITY, ELIGIBILITY & CHARACTER OF SERVICE

This rate provides a means whereby OVGC can, within the physical limitations of its existing distribution system(s), provide firm sales service to such Customer. Customer must enter into a Service Agreement with OVGC for an initial period of not less than one (1) year. Such agreement may contain other provisions relating to said service which are not inconsistent herewith. Written notification to OVGC of Customer's intent to change to this rate and execution of the Agreement with OVGC is required no later than sixty (60) days prior to the first calendar day of the first calendar month for which service under this rate is to begin. OVGC reserves the right to waive the sixty (60) day requirement.

OVGC shall not be obligated to deliver (sell) to Customer in any one (1) hour period an aggregate amount at all points of delivery of more than one-sixteenth (1/16) of the maximum daily volume specified in the Service Agreement.

RATES AND CHARGES

Rates, charges and adjustments applicable to service under this rate for monthly billing purposes shall be as follows:

Facilities Charge per meter per month: ~~\$550.00~~ 600.00

Distribution Charge per therm:	S12	\$0.1523	0.1847
	S42	\$0.1582	0.1847
	S92	\$0.1334	0.1617

Gas Cost Adjustment (GCA) – As set forth in the latest approved Appendix B (Sheet No. 10).

Pipeline Safety Adjustment (PSA) – Dependent upon actual costs incurred as set forth in the latest approved Appendix D (See Sheet No. 12).

LATE PAYMENT CHARGE

A Late Payment Charge, of ten (10) percent on the first \$3.00 or less and three (3) percent on all amounts over \$3.00, will be made on all bills not paid on or before the due date of the bill. Any payments received by OVGC after the due date will be subject to the Late Payment Charge.

COLLECTION CHARGE

A Collection Charge of \$30.00, will be made should it become necessary to send an employee or other agent to the Customer's premises to collect a past due account.

RETURNED CHECK CHARGE

A Returned Check Charge of \$21.00, plus charges, if any, levied against OVGC's bank account, will be made for any payment, including a direct debit, returned by a financial institution as unpaid.

RECONNECTION CHARGE

To cover the cost of discontinuance and reestablishment of service for the same Customer at the same service address, a Reconnection Charge will be made which is the greater of either \$80.00 or the product of the monthly Facilities Charge multiplied by the number of billing cycle months during which service was discontinued, up to a maximum of twelve (12) billing cycle months. This charge must be paid before service is restored. If the disconnected period exceeds one (1) year, OVGC may waive the reconnection fee, provided that disconnection was not for violation of OVGC's Rules and Regulations.

TWENTY-FOUR (24) HOUR PURCHASE GAS DAY

For the purpose of this rate the twenty-four (24) hour purchase gas day is that continuous twenty-four (24) hour period commencing at 9:00 a.m. Central Clock Time and continuing to ~~7:00 a.m. local time~~ 9:00 a.m. Central Clock Time the next day.

RULES AND REGULATIONS

Sales service hereunder shall be subject to OVGC's General Rules and Regulations Applicable to Gas Service, to the orders of the Indiana Utility Regulatory Commission, and to the Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana as prescribed by the Indiana Utility Regulatory Commission.

~~RATE NO. S13
RATE NO. S43
RATE NO. S93
Interruptible Sales Service~~

AVAILABILITY

~~This rate shall be available to Customers whose volume of natural gas purchased on an annual basis will be at least 100,000 Therms, but not greater than 500,000 Therms, and who will take delivery of such natural gas in OVGC's Service Area. See Appendix E (Sheet No. 13).~~

APPLICABILITY, ELIGIBILITY & CHARACTER OF SERVICE

~~This rate provides a means whereby OVGC can, within the physical limitations of its existing distribution system(s), provide interruptible sales services to such Customer. Customer must enter into a Service Agreement with OVGC for an initial period of not less than one (1) year. Such agreement may contain other provisions relating to said service which are not inconsistent herewith. Written notification to OVGC of Customer's intent to change to this rate and execution of the Agreement with OVGC is required no later than sixty (60) days prior to the first calendar day of the first calendar month for which service under this rate is to begin. OVGC reserves the right to waive the sixty (60) day requirement.~~

~~OVGC reserves the right to request that Customer curtail or discontinue the use of natural gas on one (1) hour verbal or written notice and to interrupt such supply of gas at any time that OVGC shall deem it necessary. The Customer agrees to curtail or discontinue the use of gas in compliance with such requests. OVGC shall have the right to physically interrupt the flow of natural gas to any Customer taking service under this rate who fails to curtail or discontinue their use of natural gas within the one (1) hour period following any such request.~~

~~Each Customer receiving service under this rate must have a verifiable alternative fuel supply of adequate capacity to allow for possible interruption of natural gas service.~~

~~OVGC shall not be obligated to deliver (sell) to Customer in any one (1) hour period an aggregate amount at all points of delivery of more than one-sixteenth (1/16) of the maximum daily volume specified in the Service Agreement.~~

RATES AND CHARGES

~~Rates, charges and adjustments applicable to service under this rate for monthly billing purposes shall be as follows:~~

~~Facilities Charge per meter per month: \$475.00~~

~~Distribution Charge per therm: S13 — \$0.0328
S43 — \$0.0328
S93 — \$0.0328~~

~~Gas Cost Adjustment (GCA) — As set forth in the latest approved Appendix B (Sheet No. 10).~~

~~Pipeline Safety Adjustment (PSA) — Dependent upon actual costs incurred as set forth in the latest approved Appendix D (See Sheet No. 12).~~

LATE PAYMENT CHARGE

~~A Late Payment Charge, of ten (10) percent on the first \$3.00 or less, and three (3) percent on all amounts over \$3.00 will be made on all bills not paid on or before the due date of the bill. Any payments received by OVGC after the due date will be subject to the Late Payment Charge.~~

COLLECTION CHARGE

~~A Collection Charge of \$30.00, will be made should it become necessary to send an employee or other agent to the Customer's premises to collect a past due account.~~

RETURNED CHECK CHARGE

~~A Returned Check Charge of \$21.00, plus charges, if any, levied against OVGC's bank account, will be made for any payment, including a direct debit, returned by a financial institution as unpaid.~~

RECONNECTION CHARGE

~~To cover the cost of discontinuance and reestablishment of service for the same Customer at the same service address, a Reconnection Charge will be made which is the greater of either \$80.00 or the product of the monthly Facilities Charge multiplied by the number of billing cycle months during which service was discontinued, up to a maximum of twelve (12) billing cycle months. This charge must be paid before service is restored. If the disconnected period exceeds one (1) year, OVGC may waive the reconnection fee, provided that disconnection was not for violation of OVGC's Rules and Regulations.~~

UNAUTHORIZED USE

~~If Customer fails to completely curtail its use of natural gas within one (1) hour of OVGC's verbal or written notice, Customer shall be billed and agrees to pay a penalty of \$3.00 per therm for all gas consumed during the curtailment period. Said penalty shall be in addition to all other applicable charges, including, but not limited to any interstate pipeline penalties.~~

~~OVGC shall have the right, without obligation, to waive the penalty for any unauthorized use if OVGC's other Customers or its pipeline operations were not adversely affected by such use.~~

TWENTY-FOUR (24) HOUR PURCHASE GAS DAY

~~For the purpose of this rate the twenty four (24) hour purchase gas day is that continuous twenty four (24) hour period commencing at 7:00 a.m. local time 9:00 a.m. Central Clock Time and continuing to 7:00 a.m. local time 9:00 a.m. Central Clock Time the next day.~~

RULES AND REGULATIONS

~~Sales service hereunder shall be subject to OVGC's General Rules and Regulations Applicable to Gas Service, to the orders of the Indiana Utility Regulatory Commission, and to the Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana as prescribed by the Indiana Utility Regulatory Commission.~~

RATE NO. S14
RATE NO. S44
RATE NO. S94
Firm Grain Drying Sales Service

AVAILABILITY

This rate shall be available to Customers whose primary requirement for natural gas is for grain drying and who will take delivery of such natural gas in OVGC's Service Area. See Appendix E (Sheet No. 13).

APPLICABILITY, ELIGIBILITY & CHARACTER OF SERVICE

This rate provides a means whereby OVGC can, within the physical limitations of its existing distribution system(s), deliver natural gas for grain drying. Service provided hereunder shall be metered and billed separately from service provided under any other OVGC rate.

RATES AND CHARGES

Rates, charges and adjustments applicable to service under this rate for monthly billing purposes shall be as follows:

Facilities Charge as set forth below.

Distribution Charge per therm:	S14	\$0.3506	0.4007
	S44	\$0.3847	0.4007
	S94	\$0.1011	0.2007

Gas Cost Adjustment (GCA) – As set forth in the latest approved Appendix B (Sheet No. 10).

Pipeline Safety Adjustment (PSA) – Dependent upon actual costs incurred as set forth in the latest approved Appendix D (See Sheet No. 12).

FACILITIES CHARGE

Meter size 1400 scfh or less: \$480.00 525.00 per meter billed annually (September billing cycle).
Meter size greater than 1400 scfh: ~~\$840.00~~ 915.00 per meter billed annually (September billing cycle).

LATE PAYMENT CHARGE

A Late Payment Charge, of ten (10) percent on the first \$3.00 or less, and three (3) percent on all amounts over \$3.00, will be made on all bills not paid on or before the due date of the bill. Any payments received by OVGC after the due date will be subject to the Late Payment Charge.

COLLECTION CHARGE

A Collection Charge of \$30.00, will be made should it become necessary to send an employee or other agent to the Customer's premises to collect a past due account.

RETURNED CHECK CHARGE

A Returned Check Charge of \$21.00, plus charges, if any, levied against OVGC's bank account, will be made for any payment, including a direct debit, returned by a financial institution as unpaid.

RECONNECTION CHARGE

To cover the cost of discontinuance and reestablishment of service for the same Customer at the same service address, a Reconnection Charge will be made in the amount of \$80.00. However, Customers receiving service under this rate shall be allowed one (1) disconnection and reconnection of service per calendar year without the payment of any Reconnection Charge.

TWENTY-FOUR (24) HOUR PURCHASE GAS DAY

For the purpose of this rate the twenty-four (24) hour purchase gas day is that continuous twenty-four (24) hour period commencing at ~~7:00 a.m. local time~~ 9:00 a.m. Central Clock Time and continuing to ~~7:00 a.m. local time~~ 9:00 a.m. Central Clock Time the next day.

RULES AND REGULATIONS

Sales service hereunder shall be subject to OVGC's General Rules and Regulations Applicable to Gas Service, to the orders of the Indiana Utility Regulatory Commission, and to the Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana as prescribed by the Indiana Utility Regulatory Commission.

**RATE NO. T15
RATE NO. T45
RATE NO. T95
Large Volume Transportation Service**

AVAILABILITY

This rate shall be available to any "Off-System End-Users" (Customer) whose annual requirements for natural gas are anticipated to be greater than 500,000 Therms; who has executed a Transportation Services Agreement; and who will take delivery of such natural gas in OVGC's Service Area. See Appendix E (Sheet No. 13).

APPLICABILITY

This rate provides a means whereby OVGC, within the physical limitations of its existing distribution systems can, under specific contract (OVGC's Transportation Services Agreement), provide a service for the transportation of Customer-owned natural gas to Customers who will accept delivery of such natural gas in OVGC's Service Area. See Appendix E (Sheet No. 13). Service provided hereunder shall be metered and billed separately from service provided under any other OVGC rate.

"OFF-SYSTEM END-USER" DEFINED

As used in this rate an "Off-System End-User" is a Customer for whom OVGC has no contractual obligation to provide natural gas from its OVGC system supply and for whose natural gas needs and requirements OVGC is not contractually committed to pay interstate pipeline charges of any kind (e.g., demand, capacity, reservation, commodity, etc.).

ELIGIBILITY

A Customer whose need for service is consistent with the availability paragraph of this rate, and who meets the eligibility requirements set forth below, shall be eligible to receive service under this rate. Service hereunder is intended for any Customer which, after arranging for a supply of natural gas from or through a third party, desires OVGC to provide transportation of said natural gas between two mutually agreeable points on an existing OVGC gas distribution system, and who:

- a. Has met all applicable regulatory requirements and has the means (including but not limited to third party arrangements) for delivering natural gas (of specified quality, quantity, pressure, etc.) to the agreed upon OVGC receipt point(s).
- b. Has the means (including but not limited to third party arrangements) for receiving and accepting said natural gas at the agreed upon OVGC delivery point(s).
- c. Has entered into a Transportation Services Agreement with OVGC for an initial period of not less than one (1) year. After the one (1) year period the agreement can be terminated by either party after providing ninety (90) days notice to the other party. Such agreement may contain other provisions relating to said service which are not inconsistent herewith. Written notification to OVGC of Customer's intent to change from a sales rate to this rate and execution of the Agreement with OVGC is required no later than sixty (60) days prior to the first calendar day of the first calendar month for which service under this rate is to begin. OVGC reserves the right to waive the sixty (60) day requirement.

- d. Has provided OVGC with sufficient documentation and other information to permit prior verification and acceptance of the means and arrangements cited in "a." and "b." above. This documentation will include both transportation arrangements and source of natural gas supply. OVGC may require reasonable assurances from the Customer that the natural gas supply will physically flow to OVGC's receipt point on a timely and uninterrupted basis.
- e. Agrees to provide OVGC with written Daily Nominations in a format acceptable to OVGC. All Daily Nominations are due in OVGC's gas supply department by the 25th day of each calendar month for the upcoming month's quantities (in Therms), and shall be detailed by calendar day. All written changes to the Daily Nominations, when received in OVGC's gas supply department by 12:00 p.m. Eastern time on a scheduled OVGC workday, will become effective the next twenty-four (24) hour purchase gas day, or such later twenty-four (24) hour purchase gas day as specified by the Customer. If not otherwise indicated, all written changes to a customer's Daily Nominations shall be applicable to the remaining calendar days of the applicable month. Only written Daily Nominations properly received by the OVGC gas supply department will be recognized when determining daily balancing, etc. For the purpose of this rate, electronic (e-mail) or facsimile transmissions to OVGC's gas supply department will be deemed a written notice. Only allocated volumes shown on the applicable interstate pipeline's Electronic Bulletin Board will be recognized when billing any end-user and determining applicable Daily Balancing and Cashout of Monthly Imbalance charges.
- f. Agrees that it is the responsibility of the Customer and its agent to ensure that the correct quantities of natural gas are properly nominated to the applicable receipt and delivery points utilized by OVGC. OVGC assumes no responsibility or liability for the accuracy of nominations by Customers receiving service under this rate.
- g. Pays all existing arrearages for utility services prior to entering into a Transportation Service Agreement with OVGC.

CURTAILMENT

OVGC will have the right to curtail or discontinue acceptance, transportation or redelivery of natural gas under this rate when:

- a. After notification by OVGC to not exceed its Daily Nomination, Customer exceeds its Daily Nomination;
- b. The interstate pipeline's Electronic Bulletin Board (EBB) reports Customer's supply quantity is less than as nominated to OVGC;
- c. Accident, breakage or other causes of disruption of natural gas delivery into the interstate pipeline system occur which preclude the delivery of Customer's natural gas supply to OVGC; or,
- d. Accident, breakage or other causes of disruption of natural gas delivery to Customer on OVGC's distribution system is beyond OVGC's control.

OVGC will attempt to verify the EBB information with the interstate pipeline prior to invoking a curtailment at Customer's meter. OVGC's usage of EBB information shall be deemed reasonable by the parties hereto, and OVGC will not be liable for the accuracy of the information obtained from the EBB. Company will attempt to provide a minimum one (1) hour notice,

either verbal, or written, of its intent to curtail or discontinue acceptance, transportation, or redelivery of natural gas.

Any natural gas that flows into OVGC's city gate station for Customer shall be redelivered to Customer. Gas usage by Customer during a curtailment period in excess of the quantity allowed shall be considered Unauthorized Use and shall be subject to the Unauthorized Use Charge.

RATES AND CHARGES

Rates, charges and adjustments applicable to service under this rate for monthly billing purposes shall be as follows:

Facilities Charge per meter per month: ~~\$1,300.00~~ 1,400.00

Distribution Charge per therm:	T15	\$0.0340	0.0409
	T45	\$0.0644	0.0703
	T95	\$0.0464	0.0560

Pipeline Safety Adjustment (PSA) – Dependent upon actual costs incurred as set forth in the latest approved Appendix D (See Sheet No. 12).

FUEL LOSS CHARGE

OVGC shall retain 1% of the received transport gas to account for fuel loss within the OVGC Distribution System. OVGC will not charge any "Off-System End-User" the Distribution Charge on such retained gas.

LATE PAYMENT CHARGE

A Late Payment Charge, of ten (10) percent on the first \$3.00 or less, and three (3) percent on all amounts over \$3.00, will be made on all bills not paid on or before the due date of the bill. Any payments received by OVGC after the due date will be subject to the Late Payment Charge.

COLLECTION CHARGE

A Collection Charge of \$30.00, will be made should it become necessary to send an employee or other agent to the Customer's premises to collect a past due account.

RETURNED CHECK CHARGE

A Returned Check Charge of \$21.00, plus charges, if any, levied against OVGC's bank account, will be made for any payment, including a direct debit, returned by a financial institution as unpaid.

RECONNECTION CHARGE

To cover the cost of discontinuance and reestablishment of service for the same Customer at the same service address, a Reconnection Charge will be made which is the greater of either \$80.00 or the product of the monthly Facilities Charge multiplied by the number of billing cycle months during which service was discontinued, up to a maximum twelve (12) billing cycle months. This charge must be paid before service is restored. If the disconnected period exceeds one (1) year, OVGC may waive the reconnection fee, provided that disconnection was not for violation of OVGC's Rules and Regulations.

UNAUTHORIZED USE CHARGE

If Customer fails to completely curtail its use of natural gas within one (1) hour of OVGC's verbal or written notice, Customer shall be billed and agrees to pay a penalty of \$3.00 per therm for all gas consumed during the curtailment period. Said penalty shall be in addition to all other applicable charges, including, but not limited to any interstate pipeline penalties.

OVGC shall have the right, without obligation, to waive the penalty for any unauthorized use if OVGC's other Customers or its pipeline operations were not adversely affected by such use.

OVERRUN SERVICE AND DAILY BALANCING CHARGES

a. Unauthorized Overrun

- (1) If Customer has been informed by OVGC to stay within their Daily Nomination (plus allowable tolerance), and then uses a quantity of natural gas which is greater than their Daily Nomination (plus allowable tolerance) without prior written or verbal approval of OVGC, the excess shall constitute an Unauthorized Overrun and the Customer shall pay OVGC a penalty of \$3.00 per Therm for all natural gas used in excess of the Daily Nomination (plus allowable tolerance) for the applicable twenty-four (24) hour purchase gas day. The penalty shall be in addition to all other applicable charges.
- (2) The payment of a penalty for unauthorized overrun shall not, under any circumstances, be considered as giving the Customer the right to take unauthorized overruns. Further, such payment shall not be considered a substitute for any other remedies available to OVGC or any of OVGC's other customers for failure to respect their obligation to adhere to the provisions of the Transportation Services Agreement.
- (3) OVGC shall have the right, without obligation, to waive the penalty for any unauthorized overrun provided OVGC's other customers or its pipeline operations were not adversely affected.
- (4) OVGC shall waive any penalty for an unauthorized overrun when such overrun occurred under circumstances beyond the control of the Customer due to emergency conditions on OVGC's facilities; or when such overrun is due to accident or breakage of pipelines, machinery, or equipment of the Customer. However, the Customer shall promptly take such action, as may be necessary and practical, to repair or remedy the situation and furnish OVGC with satisfactory evidence that such accident or breakage was not due to negligence.

b. Authorized Overrun

- (1) Each twenty-four (24) hour purchase gas day, OVGC allows Customer an allowable tolerance on their Daily Nomination, without additional charge.
- (2) If the difference between Customer's actual take for a twenty-four (24) hour purchase gas day, and their Daily Nomination as on file with the OVGC gas supply department for the applicable twenty-four (24) hour purchase gas day, is not within the allowable tolerance, those quantities beyond the allowable tolerance will be subject to a Daily Balancing Charge.

c. **Allowable Tolerance**

The allowable tolerance per each twenty-four (24) hour purchase gas day, shall be ten (10) percent of the applicable Daily Nomination on file with OVGC.

d. **Daily Balancing Charge**

Quantities of natural gas used that are not within the allowable tolerance of Customer's Daily Nomination, shall be subject to a Daily Balancing Charge of \$0.025 per Therm. The Daily Balancing Charge will apply to quantities both above and below the allowable tolerance. The Daily Balancing Charge shall be determined on a daily basis and there will be no netting of individual daily balancing charges.

CASHOUT OF MONTHLY IMBALANCE

Customer shall be subject to net aggregate monthly imbalance cash out. At the end of each billing month, OVGC will determine the imbalance by comparing the net receipts at OVGC's city gate station from the applicable interstate pipeline to actual deliveries through OVGC's meter(s) located at Customer's location. The net aggregate imbalance percentage for each Customer will be determined by dividing the actual net imbalance by the net quantity delivered to the Customer during the billing cycle month.

If Customer has a net aggregate monthly imbalance such that the total quantity of gas received by OVGC during the billing month is LESS than the total quantity of gas delivered by OVGC to the Customer, OVGC shall bill the Customer for the net aggregate monthly imbalance according to the following table:

<u>Net Aggregate Monthly Imbalance Percentage</u>	<u>Percentage of OVGC's Highest City Gate Station Price for the Month</u>
0% - 5%	100%
6% - 10%	110%
11% - 15%	120%
16% - 20%	130%
21% & up	140%

If Customer has a net aggregate monthly imbalance such that the total quantity of gas received by OVGC during the month is GREATER than the total quantity of gas delivered by OVGC to the Customer, OVGC shall credit the Customer for the net aggregate monthly imbalance according to the following table:

<u>Net Aggregate Monthly Imbalance Percentage</u>	<u>Percentage of OVGC's Lowest City Gate Station Price for the Month</u>
0% - 5%	100%
6% - 10%	90%
11% - 15%	80%
16% - 20%	70%
21% & up	60%

If the credit is greater than the total monthly billing, it shall be applied to subsequent billing cycles until such time as the entire credit has been appropriately applied. OVGC will not refund any monies to the Customer unless the credit exceeds the expected combined billings for the next two billing cycles.

TWENTY-FOUR (24) HOUR PURCHASE GAS DAY

For the purpose of this rate the twenty-four (24) hour purchase gas day is that continuous twenty-four (24) hour period commencing at 9:00 a.m. Central Clock Time and continuing to 9:00 a.m. Central Clock Time the next day.

RULES AND REGULATIONS

Transportation service hereunder shall, where applicable, be subject to OVGC's General Rules and Regulations Applicable to Gas Service, to the orders of the Indiana Utility Regulatory Commission, and to the Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana as prescribed by the Indiana Utility Regulatory Commission.

RATE NO. T16

RATE NO. T46

RATE NO. T96

Medium Volume Transportation Service

AVAILABILITY

This rate shall be available to any "Off-System End-Users" (Customer) whose annual requirements for natural gas will be at least 100,000 Therms, but not greater than 500,000 Therms; who has executed a Transportation Services Agreement; and who will take delivery of such natural gas in OVGC's Service Area. See Appendix E (Sheet No. 13).

APPLICABILITY

This rate provides a means whereby OVGC, within the physical limitations of its existing distribution systems can, under specific contract (OVGC's Transportation Services Agreement), provide a service for the transportation of Customer-owned natural gas to Customers who will accept delivery of such natural gas in OVGC's Service Area. See Appendix E (Sheet No. 13). Service provided hereunder shall be metered and billed separately from service provided under any other OVGC rate.

"OFF-SYSTEM END-USER" DEFINED

As used in this rate an "Off-System End-User" is a Customer for whom OVGC has no contractual obligation to provide natural gas from its OVGC system supply and for whose natural gas needs and requirements OVGC is not contractually committed to pay interstate pipeline charges of any kind (e.g., demand, capacity, reservation, commodity, etc.).

ELIGIBILITY

A Customer whose need for service is consistent with the availability paragraph of this rate, and who meets the eligibility requirements set forth below, shall be eligible to receive service under this rate. Service hereunder is intended for any Customer which, after arranging for a supply of natural gas from or through a third party, desires OVGC to provide transportation of said natural gas between two mutually agreeable points on an existing OVGC gas distribution system, and who:

- a. Has met all applicable regulatory requirements and has the means (including but not limited to third party arrangements) for delivering natural gas (of specified quality, quantity, pressure, etc.) to the agreed upon OVGC receipt point(s).
- b. Has the means (including but not limited to third party arrangements) for receiving and accepting said natural gas at the agreed upon OVGC delivery point(s).
- c. Has entered into a Transportation Services Agreement with OVGC for an initial period of not less than one (1) year. After the one (1) year period the agreement can be terminated by either party after providing ninety (90) days notice to the other party. Such agreement may contain other provisions relating to said service which are not inconsistent herewith. Written notification to OVGC of Customer's intent to change from a sales rate to this rate and execution of the Agreement with OVGC is required no later than sixty (60) days prior to the first calendar day of the first calendar month for which service under this rate is to begin. OVGC reserves the right to waive the sixty (60) day requirement.

- d. Has provided OVGC with sufficient documentation and other information to permit prior verification and acceptance of the means and arrangements cited in "a." and "b." above. This documentation will include both transportation arrangements and source of natural gas supply. OVGC may require reasonable assurances from the Customer that the natural gas supply will physically flow to OVGC's receipt point on a timely and uninterrupted basis.
- e. Agrees to provide OVGC with written Daily Nominations in a format acceptable to OVGC. All Daily Nominations are due in OVGC's gas supply department by the 25th day of each calendar month for the upcoming month's quantities (in Therms), and shall be detailed by calendar day. All written changes to the Daily Nominations, when received in OVGC's gas supply department by 12:00 p.m. Eastern time on a scheduled OVGC workday, will become effective the next twenty-four (24) hour purchase gas day, or such later twenty-four (24) hour purchase gas day as specified by the Customer. If not otherwise indicated, all written changes to a customer's Daily Nominations shall be applicable to the remaining calendar days of the applicable month. Only written Daily Nominations properly received by the OVGC gas supply department will be recognized when determining daily balancing, etc. For the purpose of this rate, electronic (e-mail) or facsimile transmissions to OVGC's gas supply department will be deemed a written notice. Only allocated volumes shown on the applicable interstate pipeline's Electronic Bulletin Board will be recognized when billing any end-user and determining applicable Daily Balancing and Cashout of Monthly Imbalance charges.
- f. Agrees that it is the responsibility of the Customer and its agent to ensure that the correct quantities of natural gas are properly nominated to the applicable receipt and delivery points utilized by OVGC. OVGC assumes no responsibility or liability for the accuracy of nominations by Customers receiving service under this rate.
- g. Pays all existing arrearages for utility services prior to entering into a Transportation Service Agreement with OVGC.

CURTAILMENT

OVGC will have the right to curtail or discontinue acceptance, transportation or redelivery of natural gas under this rate when:

- a. After notification by OVGC to not exceed its Daily Nomination, Customer exceeds its Daily Nomination;
- b. The interstate pipeline's Electronic Bulletin Board (EBB) reports Customer's supply quantity is less than as nominated to OVGC;
- c. Accident, breakage or other causes of disruption of natural gas delivery into the interstate pipeline system occur which preclude the delivery of OVGC's natural gas supply to Company; or,
- d. Accident, breakage or other causes of disruption of natural gas delivery to Customer on OVGC's distribution system is beyond OVGC's control.

OVGC will attempt to verify the EBB information with the interstate pipeline prior to invoking a curtailment at Customer's meter. Company's usage of EBB information shall be deemed reasonable by the parties hereto, and OVGC will not be liable for the accuracy of the information obtained from the EBB. OVGC will attempt to provide a minimum one (1) hour notice, either verbal, or written, of its intent to curtail or discontinue acceptance, transportation, or redelivery of natural gas.

Any natural gas that flows into OVGC's city gate station for Customer shall be redelivered to Customer. Gas usage by Customer during a curtailment period in excess of the quantity allowed shall be considered Unauthorized Use and shall be subject to the Unauthorized Use Charge.

RATES AND CHARGES

Rates, charges and adjustments applicable to service under this rate for monthly billing purposes shall be as follows:

Facilities Charge per meter per month: ~~\$550.00~~ 600.00

Distribution Charge per therm:	T16	\$0.1523	0.1847
	T46	\$0.1582	0.1847
	T96	\$0.1334	0.1617

Pipeline Safety Adjustment (PSA) – Dependent upon actual costs incurred as set forth in the latest approved Appendix D (See Sheet No. 12).

FUEL LOSS CHARGE

OVGC shall retain 1% of the received transport gas to account for fuel loss within the OVGC Distribution System. OVGC will not charge any "Off-System End-User" the Distribution Charge on such retained gas.

LATE PAYMENT CHARGE

A Late Payment Charge, of ten (10) percent on the first \$3.00 or less, and three (3) percent on all amounts over \$3.00, will be made on all bills not paid on or before the due date of the bill. Any payments received by OVGC after the due date will be subject to the Late Payment Charge.

COLLECTION CHARGE

A Collection Charge of \$30.00, will be made should it become necessary to send an employee or other agent to the Customer's premises to collect a past due account.

RETURNED CHECK CHARGE

A Returned Check Charge of \$21.00, plus charges, if any, levied against OVGC's bank account, will be made for any payment, including a direct debit, returned by a financial institution as unpaid.

RECONNECTION CHARGE

To cover the cost of discontinuance and reestablishment of service for the same Customer at the same service address, a Reconnection Charge will be made which is the greater of either \$80.00 or the product of the monthly Facilities Charge multiplied by the number of billing cycle months during which service was discontinued, up to a maximum twelve (12) billing cycle months. This charge must be paid before service is restored. If the disconnected period exceeds one (1) year, OVGC may waive the reconnection fee, provided that disconnection was not for violation of OVGC's Rules and Regulations.

UNAUTHORIZED USE CHARGE

If Customer fails to completely curtail its use of natural gas within one (1) hour of OVGC's verbal or written notice, Customer shall be billed and agrees to pay a penalty of \$3.00 per therm for all gas consumed during the curtailment period. Said penalty shall be in addition to all other applicable charges, including, but not limited to any interstate pipeline penalties.

OVGC shall have the right, without obligation, to waive the penalty for any unauthorized use if OVGC's other Customers or its pipeline operations were not adversely affected by such use.

OVERRUN SERVICE AND DAILY BALANCING CHARGES

a. Unauthorized Overrun

- (1) If Customer has been informed by OVGC to stay within their Daily Nomination (plus allowable tolerance), and then uses a quantity of natural gas which is greater than their Daily Nomination (plus allowable tolerance) without prior written or verbal approval of OVGC, the excess shall constitute an Unauthorized Overrun and the Customer shall pay OVGC a penalty of \$3.00 per Therm for all natural gas used in excess of the Daily Nomination (plus allowable tolerance) for the applicable twenty-four (24) hour purchase gas day. The penalty shall be in addition to all other applicable charges.
- (2) The payment of a penalty for unauthorized overrun shall not, under any circumstances, be considered as giving the Customer the right to take unauthorized overruns. Further, such payment shall not be considered a substitute for any other remedies available to OVGC or any of OVGC's other customers for failure to respect their obligation to adhere to the provisions of the Transportation Services Agreement.
- (3) OVGC shall have the right, without obligation, to waive the penalty for any unauthorized overrun provided OVGC's other customers or its pipeline operations were not adversely affected.
- (4) OVGC shall waive any penalty for an unauthorized overrun when such overrun occurred under circumstances beyond the control of the Customer due to emergency conditions on OVGC's facilities; or when such overrun is due to accident or breakage of pipelines, machinery, or equipment of the Customer. However, the Customer shall promptly take such action, as may be necessary and practical, to repair or remedy the situation and furnish OVGC with satisfactory evidence that such accident or breakage was not due to negligence.

b. Authorized Overrun

- (1) Each twenty-four (24) hour purchase gas day, OVGC allows Customer an allowable tolerance on their Daily Nomination, without additional charge.
- (2) If the difference between Customer's actual take for a twenty-four (24) hour purchase gas day, and their Daily Nomination as on file with the OVGC gas supply department for the applicable twenty-four (24) hour purchase gas day, is not within the allowable tolerance, those quantities beyond the allowable tolerance will be subject to a Daily Balancing Charge.

c. **Allowable Tolerance**

The allowable tolerance per each twenty-four (24) hour purchase gas day shall be ten (10) percent of the applicable Daily Nomination on file with OVGC.

d. **Daily Balancing Charge**

Quantities of natural gas used that are not within the allowable tolerance of Customer's Daily Nomination, shall be subject to a Daily Balancing Charge of \$0.025 per Therm. The Daily Balancing Charge will apply to quantities both above and below the allowable tolerance. The Daily Balancing Charge shall be determined on a daily basis and there will be no netting of individual daily balancing charges.

CASHOUT OF MONTHLY IMBALANCE

Customer shall be subject to net aggregate monthly imbalance cashout. At the end of each billing month, OVGC will determine the imbalance by comparing the net receipts at OVGC's city gate station from the applicable interstate pipeline to actual deliveries through OVGC's meter(s) located at Customer's location. The net aggregate imbalance percentage for each Customer will be determined by dividing the actual net imbalance by the net quantity delivered to the Customer during the billing cycle month.

If Customer has a net aggregate monthly imbalance such that the total quantity of gas received by OVGC during the billing month is LESS than the total quantity of gas delivered by OVGC to the Customer, OVGC shall bill the Customer for the net aggregate monthly imbalance according to the following table:

<u>Net Aggregate Monthly Imbalance Percentage</u>	<u>Percentage of OVGC's Highest City Gate Station Price for the Month</u>
0% - 5%	100%
6% - 10%	110%
11% - 15%	120%
16% - 20%	130%
21% & up	140%

If Customer has a net aggregate monthly imbalance such that the total quantity of gas received by OVGC during the month is GREATER than the total quantity of gas delivered by OVGC to the Customer, OVGC shall credit the Customer for the net aggregate monthly imbalance according to the following table:

<u>Net Aggregate Monthly Imbalance Percentage</u>	<u>Percentage of OVGC's Lowest City Gate Station Price for the Month</u>
0% - 5%	100%
6% - 10%	90%
11% - 15%	80%
16% - 20%	70%
21% & up	60%

If the credit is greater than the total monthly billing, it shall be applied to subsequent billing cycles until such time as the entire credit has been appropriately applied. OVGC will not refund any monies to the Customer unless the credit exceeds the expected combined billings for the next two billing cycles.

TWENTY-FOUR (24) HOUR PURCHASE GAS DAY

For the purpose of this rate the twenty-four (24) hour purchase gas day is that continuous twenty-four (24) hour period commencing at 9:00 a.m. Central Clock Time and continuing to 9:00 a.m. Central Clock Time the next day.

RULES AND REGULATIONS

Transportation service hereunder shall, where applicable, be subject to OVGC's General Rules and Regulations Applicable to Gas Service, to the orders of the Indiana Utility Regulatory Commission, and to the Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana as prescribed by the Indiana Utility Regulatory Commission.

RESERVED FOR FUTURE USE

RATE NO. T18
RATE NO. T48
RATE NO. T98
Public Schools Transportation Service

AVAILABILITY

This rate shall be available throughout the Service Area subject to the availability of adequate facilities, which determination shall be within OVGC's reasonable discretion. See Appendix E (Sheet No. 13).

APPLICABILITY

This rate provides a means whereby OVGC, within the physical limitations of its existing distribution systems can, under specific contract (OVGC's Transportation Services Agreement), provide a service for the transportation of "Off-System" end-user owned natural gas. This rate shall be applicable to any public educational institution serving students in grades K through 12 that elects service hereunder.

A Customer is further defined for this rate to be a single public school corporation, or multiple public school corporations, that elect(s) to purchase gas supply and pipeline capacity for one or more of its school facilities from a supplier other than OVGC, and meets all requirements of this rate. Each school facility served under this rate will have annual requirements for natural gas of less than 100,000 therms. A school facility is further defined as being any single structure owned by and utilized by the Customer to serve students as defined in the above paragraph.

OVGC will contract directly with the Customer for all transportation services under this rate. No separate pooling services agreement will be transacted with the Customer's supplier and/or gas marketer.

Any school facility of the Customer already on another OVGC transportation rate and continuing to qualify for same may remain on such rate after this rate becomes effective.

"OFF-SYSTEM END-USER" DEFINED

As used in this rate an "Off-System" Customer is a Customer for whom OVGC has no contractual obligation to provide natural gas from its system supply and for whose natural gas needs and requirements OVGC is not contractually committed to pay interstate pipeline charges of any kind (e.g., demand, capacity, reservation, commodity, etc.).

ELIGIBILITY

Any Customer who meets the requirements of the applicability paragraph is eligible for service under this rate, and who:

- a. Has met all applicable regulatory requirements and has the means (including but not limited to third party arrangements) for delivering said gas (of specified quality, quantity, pressure, etc.) to the agreed upon OVGC receipt point.

- b. Has the means (including but not limited to third party arrangements) for receiving and accepting said gas at the agreed upon OVGC delivery point. Has entered into a Transportation Service Agreement with OVGC for an initial period of not less than one (1) year. After the one (1) year period the agreement can be terminated by either party after providing ninety (90) days notice to the other party. This Agreement may contain other provisions relating to said service which are not inconsistent herewith. Written notification to OVGC of Customer's intent to change from a sales rate to this rate and execution of the Agreement with OVGC is required no later than sixty (60) days prior to the first calendar day of the first calendar month for which service under this rate is to begin. OVGC reserves the right to waive the sixty (60) day requirement.
- c. Has provided OVGC with sufficient documentation and other information to permit prior verification and approval of the means and arrangements cited in "a." and "b." above. This documentation will include both transportation arrangements and source of natural gas supply. OVGC may require reasonable assurances from the Customer that the natural gas supply will physically flow to OVGC's receipt point on a timely and non-interrupted basis.
- d. Agrees to provide OVGC with written Daily Nominations in a format acceptable to OVGC. All Daily Nominations are due in OVGC's gas supply department by the 25th day of each calendar month for the upcoming month's quantities in Therms, and shall be detailed by calendar day. All written changes to the Daily Nominations, when received in OVGC's gas supply department by 12:00 p.m. on a scheduled OVGC working day, will become effective the next twenty-four (24) hour purchase gas day, or such later twenty-four (24) hour purchase gas day specified by the customer. All written changes to the Daily Nominations shall be reflected for the remaining calendar days of the applicable month. Only written Daily Nominations properly received by the OVGC gas supply department will be recognized when determining daily balancing, etc. For the purpose of this rate, facsimile transmissions or emails to OVGC's gas supply department will be deemed a written notice. Only allocated volumes shown on the applicable interstate pipeline's Electronic Bulletin Board will be recognized when billing and determining the Daily Balancing Charge and Cashout of Monthly Imbalance.
- e. Agrees it is the responsibility of the Customer and its agent to ensure that the correct quantities of natural gas are properly nominated to the applicable receipt and delivery points utilized by OVGC. OVGC assumes no responsibility or liability for the accuracy of nominations. Nomination quantity is defined as the Customer's (a single or multiple public school corporations) supply requirements for the total of its school facilities for each Customer Group (each school corporation of the Customer) being served under this rate per OVGC's designated receipt point.
- f. Pays all existing arrearages for utility services prior to entering into a Transportation Service Agreement with OVGC.

CURTAILMENT

OVGC will have the right to curtail or discontinue acceptance, transportation or redelivery of natural gas under this rate when:

- a. After notification by OVGC to not exceed its Daily Nomination, Customer exceeds its Daily Nomination;
- b. The interstate pipeline's Electronic Bulletin Board (EBB) reports Customer's supply quantity is less than as nominated to OVGC;
- c. Accident, breakage or other causes of disruption of natural gas delivery into the interstate pipeline system occur which preclude the delivery of Customer's natural gas supply to OVGC; or,
- d. Accident, breakage or other causes of disruption of natural gas delivery to Customer on OVGC's distribution system is beyond OVGC's control.

OVGC will attempt to verify the EBB information with the interstate pipeline prior to invoking a curtailment at Customer's meter. OVGC's usage of EBB information shall be deemed reasonable by the parties hereto, and OVGC will not be liable for the accuracy of the information obtained from the EBB. OVGC will attempt to provide a minimum one (1) hour notice, either verbal, or written, of its intent to curtail or discontinue acceptance, transportation, or redelivery of natural gas.

Any natural gas that flows into OVGC's city gate station for Customer shall be redelivered to Customer. Gas usage by Customer during a curtailment period in excess of the quantity allowed shall be considered Unauthorized Use and shall be subject to the Unauthorized Use Charge.

CUSTOMER BILLING

Each school facility of the Customer electing this rate will be metered and levied a monthly Facilities Charge for each meter in service. Each meter and its metered volume will be listed on Customer's bill. Metered volumes of Customer will be aggregated on Customer's bill by OVGC receipt point for the purposes of calculating the Daily Balancing Charge and the Cash-Out of Monthly Imbalance. Where applicable, metered volumes will be grouped on Customer's bill by Customer Group (each school corporation) for purposes of calculating the Daily Balancing Charge and the Cash-Out of Monthly Imbalance, and further grouped by Meter Group for the appropriate application of charges per this rate.

Metered volumes of multiple meters will not be aggregated on Customer's bill to avoid monthly Facilities Charges. Metered volumes of school facilities will not be aggregated to meet minimum volume requirements for application of OVGC's other transportation tariffs.

RATES AND CHARGES

Rates, charges and adjustments applicable to service under this rate for monthly billing purposes shall be as follows:

Facilities Charge, as applicable, per the following:

Meter Group 1: ~~\$34.50~~ 36.00 per meter per billing cycle month

Meter Group 2: ~~\$54.50~~ 56.00 per meter per billing cycle month

Distribution Charge per therm:	T18	\$0.3137	0.3574
	T48	\$0.3538	0.3774
	T98	\$0.3339	0.3774

Normal Temperature Adjustment (NTA) – Dependent upon weather (temperature) conditions during specified billing cycles as described in the latest approved Appendix C (See Sheet No. 11).

Pipeline Safety Adjustment (PSA) – Dependent upon actual costs incurred as set forth in the latest approved Appendix D (See Sheet No. 12).

METER GROUP DETERMINATION

Meter Group 1: meter size 675 scfh or less

Meter Group 2: meter size greater than 675 scfh

FUEL LOSS CHARGE

OVGC shall retain 1% of the received transport gas to account for fuel loss within the OVGC Distribution System. OVGC will not charge any "Off-System End-User" the Distribution Charge on such retained gas.

LATE PAYMENT CHARGE

A Late Payment Charge, of ten (10) percent on the first \$3.00 or less, and three (3) percent on all amounts over 3.00, will be made on all bills not paid on or before the due date of the bill. Any payments received by OVGC after the due date will be subject to the Late Payment Charge.

COLLECTION CHARGE

A Collection Charge of \$30.00, will be made should it become necessary to send an employee or other agent to the Customer's premises to collect a past due account.

RETURNED CHECK CHARGE

A Returned Check Charge of \$21.00, plus charges, if any, levied against OVGC's bank account, will be made for any payment, including a direct debit, returned by a financial institution as unpaid.

RECONNECTION CHARGE

To cover the cost of discontinuance and reestablishment of service for the same Customer at the same service address, a Reconnection Charge will be made which is the greater of either \$80.00 or the product of the monthly Facilities Charge multiplied by the number of billing cycle months during which service was discontinued, up to a maximum twelve (12) billing cycle months. This charge must be paid before service is restored. If the disconnected period exceeds one (1) year, OVGC may waive the reconnection fee, provided that disconnection was not for violation of OVGC's Rules and Regulations.

UNAUTHORIZED USE CHARGE

If Customer fails to completely curtail its use of natural gas within one (1) hour of OVGC's verbal or written notice, Customer shall be billed and agrees to pay a penalty of \$3.00 per therm for all gas consumed during the curtailment period. Said penalty shall be in addition to all other applicable charges, including, but not limited to any interstate pipeline penalties.

OVGC shall have the right, without obligation, to waive the penalty for any unauthorized use if OVGC's other Customers or its pipeline operations were not adversely affected by such use.

OVERRUN SERVICE AND DAILY BALANCING CHARGES

a. Unauthorized Overrun

- (1) If Customer has been informed by OVGC to stay within their Daily Nomination (plus allowable tolerance), and then uses a quantity of natural gas which is greater than their Daily Nomination (plus allowable tolerance) without prior written or verbal approval of OVGC, the excess shall constitute an Unauthorized Overrun and the Customer shall pay OVGC a penalty of \$3.00 per Therm for all natural gas used in excess of the Daily Nomination (plus allowable tolerance) for the applicable twenty-four (24) hour purchase gas day. The penalty shall be in addition to all other applicable charges.
- (2) The payment of a penalty for unauthorized overrun shall not, under any circumstances, be considered as giving the Customer the right to take unauthorized overruns. Further, such payment shall not be considered a substitute for any other remedies available to OVGC or any of OVGC's other customers for failure to respect their obligation to adhere to the provisions of the Transportation Services Agreement.
- (3) OVGC shall have the right, without obligation, to waive the penalty for any unauthorized overrun provided OVGC's other customers or its pipeline operations were not adversely affected.
- (4) OVGC shall waive any penalty for an unauthorized overrun when such overrun occurred under circumstances beyond the control of the Customer due to emergency conditions on OVGC's facilities; or when such overrun is due to accident or breakage of pipelines, machinery, or equipment of the Customer. However, the Customer shall promptly take such action, as may be necessary and practical, to repair or remedy the situation and furnish OVGC with satisfactory evidence that such accident or breakage was not due to negligence.

b. Authorized Overrun

- (1) Each twenty-four (24) hour purchase gas day, OVGC allows Customer an allowable tolerance on their Daily Nomination, without additional charge.
- (2) If the difference between Customer's actual take for a twenty-four (24) hour purchase gas day, and their Daily Nomination as on file with the OVGC gas supply department for the applicable twenty-four (24) hour purchase gas day, is not within the allowable tolerance, those quantities beyond the allowable tolerance will be subject to a Daily Balancing Charge.

c. **Allowable Tolerance**

The allowable tolerance per each twenty-four (24) hour purchase gas day, shall be ten (10) percent of the applicable Daily Nomination on file with OVGC.

d. **Daily Balancing Charge**

Quantities of natural gas used that are not within the allowable tolerance of Customer's Daily Nomination, shall be subject to a Daily Balancing Charge of \$0.025 per Therm. The Daily Balancing Charge will apply to quantities both above and below the allowable tolerance. The Daily Balancing Charge shall be determined on a daily basis and there will be no netting of individual daily balancing charges.

CASHOUT OF MONTHLY IMBALANCE

Customer shall be subject to net aggregate monthly imbalance cashout. At the end of each billing month, OVGC will determine the imbalance by comparing the net receipts at OVGC's city gate station from the applicable interstate pipeline to actual deliveries through Customer's meter aggregated by OVGC receipt point or, if applicable, by each Customer Group of Customer. The net aggregate imbalance percentage for each Customer Group of Customer will be determined by dividing the actual net imbalance by the net quantity delivered to the Customer during the billing cycle month.

If Customer has a net aggregate monthly imbalance such that the total quantity of gas received by OVGC during the billing month is LESS than the total quantity of gas delivered by OVGC to the Customer, OVGC shall bill the Customer for the net aggregate monthly imbalance according to the following table:

<u>Net Aggregate Monthly Imbalance Percentage</u>	<u>Percentage of OVGC's Highest City Gate Station Price for the Month</u>
0% - 5%	100%
6% - 10%	110%
11% - 15%	120%
16% - 20%	130%
21% & up	140%

If Customer has a net aggregate monthly imbalance such that the total quantity of gas received by OVGC during the month is GREATER than the total quantity of gas delivered by OVGC to the Customer, OVGC shall credit the Customer for the net aggregate monthly imbalance according to the following table:

<u>Net Aggregate Monthly Imbalance Percentage</u>	<u>Percentage of OVGC's Lowest City Gate Station Price for the Month</u>
0% - 5%	100%
6% - 10%	90%
11% - 15%	80%
16% - 20%	70%
21% & up	60%

If the credit is greater than the total monthly billing, it shall be applied to subsequent billing cycles until such time as the entire credit has been appropriately applied. OVGC will not refund any monies to the Customer unless the credit exceeds the expected combined billings for the next two billing cycles.

TWENTY-FOUR (24) HOUR PURCHASE GAS DAY

For the purpose of this rate the twenty-four (24) hour purchase gas day is that continuous twenty-four (24) hour period commencing at 9:00 a.m. Central Clock Time and continuing to 9:00 a.m. Central Clock Time the next day.

RULES AND REGULATIONS

Transportation service hereunder shall, where applicable, be subject to OVGC's General Rules and Regulations Applicable to Gas Service, to the orders of the Indiana Utility Regulatory Commission, and to the Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana as prescribed by the Indiana Utility Regulatory Commission.

RESERVED FOR FUTURE USE

APPENDIX B
GAS COST ADJUSTMENT FACTOR FOR PURCHASED GAS

The Gas Cost Adjustment (GCA) Factor is a rate tracking factor, representing the cost of purchased gas, in accordance with the order of the Indiana Utility Regulatory Commission, approved May 14, 1986 in Cause No. 37091, as follows:

RATE NO.	APPLICABLE GCA FACTOR
	JAN 2017
All Sales Rates	\$0.4213 per Therm

**APPENDIX C
NORMAL TEMPERATURE ADJUSTMENT**

The billed amount for each Rate S11, Rate S41 and Rate S91 (Firm Small Volume Gas Service) and each Rate T18, Rate T48 and Rate T98 (Public Schools Transportation Service) Customer shall be subject to a Normal Temperature Adjustment (NTA) for each bill rendered during the seven month period of November through May inclusive.

The NTA adjusts each Customer's monthly billed amount to reverse the impact on margin recovery caused by non-normal temperatures during the billing period, as measured by actual heating degree day variations from normal heating degree days.

NTA COMPUTATION

The NTA for each Customer's monthly billing shall be computed as follows:

$$\text{NTA} = \text{NTA Therms} \times \text{NTA Margin}$$

NTA THERMS

The NTA Therms usage for each Customer to which the NTA Margin shall be applied is computed as follows:

$$\text{NTA Therms} = \frac{[\text{Actual Usage} - \text{Base Load Usage}] \times [\text{Normal Degree Days} - \text{Actual Degree Days}]}{\text{Actual Degree Days}}$$

NTA MARGIN

The NTA Margin shall be the Distribution Charge for the applicable rate.

BASE LOAD THERMS (USAGE)

Base Load Usage shall be each Customer's average daily therms billed for the previous summer months (months of July and August) multiplied by the number of days in the billing period.

For Customers whose Base Load Usage cannot be accurately determined (e.g., new Customers without two applicable months of summer usage history), an estimated Base Load Usage shall be used.

NORMAL AND ACTUAL DEGREE DAYS

Normal Degree Days for each Customer's billing period shall be as set forth in the tables on the following pages.

Actual Degree Days for each Customer's billing period shall be taken from the actual heating degree days reported each day by the National Weather Service at either Indianapolis, Indiana (for those customers located in OVGC's Portland, Winchester, Union City, Sullivan and Connersville districts), or Evansville, Indiana (for those customers located in OVGC's Tell City district).

APPENDIX C
 NORMAL TEMPERATURE ADJUSTMENT
 NORMAL DEGREE DAYS (NDD)-INDIANAPOLIS

Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD
Jul 1	0	Aug 16	0	Oct 1	6	Nov 16	21	Jan 1	37	Feb 16	33	Apr 1	17
Jul 2	0	Aug 17	0	Oct 2	7	Nov 17	22	Jan 2	37	Feb 17	32	Apr 2	17
Jul 3	0	Aug 18	0	Oct 3	7	Nov 18	22	Jan 3	37	Feb 18	32	Apr 3	16
Jul 4	0	Aug 19	0	Oct 4	7	Nov 19	23	Jan 4	37	Feb 19	32	Apr 4	16
Jul 5	0	Aug 20	0	Oct 5	7	Nov 20	23	Jan 5	37	Feb 20	32	Apr 5	16
Jul 6	0	Aug 21	0	Oct 6	8	Nov 21	24	Jan 6	37	Feb 21	31	Apr 6	15
Jul 7	0	Aug 22	0	Oct 7	8	Nov 22	24	Jan 7	37	Feb 22	31	Apr 7	15
Jul 8	0	Aug 23	0	Oct 8	8	Nov 23	25	Jan 8	37	Feb 23	31	Apr 8	15
Jul 9	0	Aug 24	0	Oct 9	9	Nov 24	25	Jan 9	37	Feb 24	30	Apr 9	14
Jul 10	0	Aug 25	0	Oct 10	9	Nov 25	26	Jan 10	37	Feb 25	30	Apr 10	14
Jul 11	0	Aug 26	0	Oct 11	9	Nov 26	26	Jan 11	37	Feb 26	29	Apr 11	14
Jul 12	0	Aug 27	0	Oct 12	9	Nov 27	27	Jan 12	37	Feb 27	29	Apr 12	13
Jul 13	0	Aug 28	0	Oct 13	10	Nov 28	27	Jan 13	37	Feb 28	29	Apr 13	13
Jul 14	1	Aug 29	0	Oct 14	10	Nov 29	28	Jan 14	37	Feb 29	29	Apr 14	13
Jul 15	1	Aug 30	0	Oct 15	10	Nov 30	28	Jan 15	37	Mar 1	28	Apr 15	12
Jul 16	0	Aug 31	0	Oct 16	10	Dec 1	28	Jan 16	37	Mar 2	28	Apr 16	12
Jul 17	0	Sep 1	0	Oct 17	11	Dec 2	29	Jan 17	37	Mar 3	28	Apr 17	12
Jul 18	0	Sep 2	0	Oct 18	11	Dec 3	29	Jan 18	37	Mar 4	27	Apr 18	12
Jul 19	0	Sep 3	0	Oct 19	11	Dec 4	30	Jan 19	37	Mar 5	27	Apr 19	11
Jul 20	0	Sep 4	0	Oct 20	12	Dec 5	30	Jan 20	37	Mar 6	27	Apr 20	11
Jul 21	0	Sep 5	1	Oct 21	12	Dec 6	31	Jan 21	37	Mar 7	26	Apr 21	11
Jul 22	0	Sep 6	1	Oct 22	12	Dec 7	31	Jan 22	37	Mar 8	26	Apr 22	10
Jul 23	0	Sep 7	1	Oct 23	12	Dec 8	31	Jan 23	37	Mar 9	25	Apr 23	10
Jul 24	0	Sep 8	1	Oct 24	13	Dec 9	32	Jan 24	37	Mar 10	25	Apr 24	10
Jul 25	0	Sep 9	1	Oct 25	13	Dec 10	32	Jan 25	37	Mar 11	25	Apr 25	9
Jul 26	0	Sep 10	1	Oct 26	13	Dec 11	32	Jan 26	37	Mar 12	24	Apr 26	9
Jul 27	0	Sep 11	1	Oct 27	14	Dec 12	33	Jan 27	37	Mar 13	24	Apr 27	9
Jul 28	0	Sep 12	1	Oct 28	14	Dec 13	33	Jan 28	37	Mar 14	23	Apr 28	8
Jul 29	0	Sep 13	1	Oct 29	14	Dec 14	33	Jan 29	37	Mar 15	23	Apr 29	8
Jul 30	0	Sep 14	2	Oct 30	15	Dec 15	34	Jan 30	36	Mar 16	23	Apr 30	8
Jul 31	0	Sep 15	2	Oct 31	15	Dec 16	34	Jan 31	36	Mar 17	22	May 1	8
Aug 1	0	Sep 16	2	Nov 1	15	Dec 17	34	Feb 1	36	Mar 18	22	May 2	7
Aug 2	0	Sep 17	2	Nov 2	16	Dec 18	34	Feb 2	36	Mar 19	22	May 3	7
Aug 3	0	Sep 18	2	Nov 3	16	Dec 19	35	Feb 3	36	Mar 20	21	May 4	7
Aug 4	0	Sep 19	3	Nov 4	16	Dec 20	35	Feb 4	36	Mar 21	21	May 5	7
Aug 5	0	Sep 20	3	Nov 5	17	Dec 21	35	Feb 5	35	Mar 22	21	May 6	6
Aug 6	0	Sep 21	3	Nov 6	17	Dec 22	35	Feb 6	35	Mar 23	20	May 7	6
Aug 7	0	Sep 22	3	Nov 7	18	Dec 23	35	Feb 7	35	Mar 24	20	May 8	6
Aug 8	0	Sep 23	4	Nov 8	18	Dec 24	36	Feb 8	35	Mar 25	19	May 9	6
Aug 9	0	Sep 24	4	Nov 9	18	Dec 25	36	Feb 9	35	Mar 26	19	May 10	6
Aug 10	0	Sep 25	4	Nov 10	19	Dec 26	36	Feb 10	34	Mar 27	19	May 11	5
Aug 11	0	Sep 26	5	Nov 11	19	Dec 27	36	Feb 11	34	Mar 28	18	May 12	5
Aug 12	0	Sep 27	5	Nov 12	20	Dec 28	36	Feb 12	34	Mar 29	18	May 13	5
Aug 13	0	Sep 28	5	Nov 13	20	Dec 29	36	Feb 13	34	Mar 30	18	May 14	5
Aug 14	0	Sep 29	6	Nov 14	20	Dec 30	36	Feb 14	33	Mar 31	17	May 15	5
Aug 15	0	Sep 30	6	Nov 15	21	Dec 31	36	Feb 15	33			Jun 30	0

Leap Year adds Feb 29
 Non-Leap Year excludes Feb 29
 HDD data per NOAA 1981-2010

APPENDIX C
 NORMAL TEMPERATURE ADJUSTMENT
 NORMAL DEGREE DAYS (NDD)-EVANSVILLE

Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	
Jul 1	0	Aug 16	0	Oct 1	5	Nov 16	19	Jan 1	32	Feb 16	28	Apr 1	14	
Jul 2	0	Aug 17	0	Oct 2	5	Nov 17	19	Jan 2	32	Feb 17	28	Apr 2	14	
Jul 3	0	Aug 18	0	Oct 3	5	Nov 18	20	Jan 3	32	Feb 18	28	Apr 3	13	
Jul 4	0	Aug 19	0	Oct 4	5	Nov 19	20	Jan 4	32	Feb 19	27	Apr 4	13	
Jul 5	0	Aug 20	0	Oct 5	6	Nov 20	21	Jan 5	32	Feb 20	27	Apr 5	13	
Jul 6	0	Aug 21	0	Oct 6	6	Nov 21	21	Jan 6	33	Feb 21	27	Apr 6	12	
Jul 7	0	Aug 22	0	Oct 7	6	Nov 22	21	Jan 7	33	Feb 22	26	Apr 7	12	
Jul 8	0	Aug 23	0	Oct 8	6	Nov 23	22	Jan 8	33	Feb 23	26	Apr 8	12	
Jul 9	0	Aug 24	0	Oct 9	7	Nov 24	22	Jan 9	33	Feb 24	26	Apr 9	12	
Jul 10	0	Aug 25	0	Oct 10	7	Nov 25	23	Jan 10	33	Feb 25	25	Apr 10	11	
Jul 11	0	Aug 26	0	Oct 11	7	Nov 26	23	Jan 11	33	Feb 26	25	Apr 11	11	
Jul 12	0	Aug 27	0	Oct 12	7	Nov 27	24	Jan 12	33	Feb 27	25	Apr 12	11	
Jul 13	0	Aug 28	0	Oct 13	7	Nov 28	24	Jan 13	33	Feb 28	24	Apr 13	10	
Jul 14	0	Aug 29	0	Oct 14	8	Nov 29	24	Jan 14	33	Feb 29	24	Apr 14	10	
Jul 15	0	Aug 30	0	Oct 15	8	Nov 30	25	Jan 15	33	Mar 1	24	Apr 15	10	
Jul 16	0	Aug 31	0	Oct 16	8	Dec 1	25	Jan 16	33	Mar 2	24	Apr 16	9	
Jul 17	0	Sep 1	0	Oct 17	8	Dec 2	26	Jan 17	33	Mar 3	23	Apr 17	9	
Jul 18	0	Sep 2	0	Oct 18	9	Dec 3	26	Jan 18	33	Mar 4	23	Apr 18	9	
Jul 19	0	Sep 3	0	Oct 19	9	Dec 4	26	Jan 19	33	Mar 5	23	Apr 19	9	
Jul 20	0	Sep 4	0	Oct 20	9	Dec 5	27	Jan 20	33	Mar 6	22	Apr 20	8	
Jul 21	0	Sep 5	0	Oct 21	9	Dec 6	27	Jan 21	33	Mar 7	22	Apr 21	8	
Jul 22	0	Sep 6	0	Oct 22	10	Dec 7	27	Jan 22	33	Mar 8	22	Apr 22	8	
Jul 23	0	Sep 7	0	Oct 23	10	Dec 8	28	Jan 23	33	Mar 9	21	Apr 23	7	
Jul 24	0	Sep 8	0	Oct 24	10	Dec 9	28	Jan 24	32	Mar 10	21	Apr 24	7	
Jul 25	0	Sep 9	0	Oct 25	11	Dec 10	28	Jan 25	32	Mar 11	21	Apr 25	7	
Jul 26	0	Sep 10	0	Oct 26	11	Dec 11	29	Jan 26	32	Mar 12	20	Apr 26	6	
Jul 27	0	Sep 11	1	Oct 27	11	Dec 12	29	Jan 27	32	Mar 13	20	Apr 27	6	
Jul 28	0	Sep 12	1	Oct 28	11	Dec 13	29	Jan 28	32	Mar 14	20	Apr 28	6	
Jul 29	0	Sep 13	1	Oct 29	12	Dec 14	29	Jan 29	32	Mar 15	19	Apr 29	6	
Jul 30	0	Sep 14	1	Oct 30	12	Dec 15	30	Jan 30	32	Mar 16	19	Apr 30	5	
Jul 31	0	Sep 15	1	Oct 31	12	Dec 16	30	Jan 31	32	Mar 17	19	May 1	5	
Aug 1	0	Sep 16	1	Nov 1	13	Dec 17	30	Feb 1	32	Mar 18	18	May 2	5	
Aug 2	0	Sep 17	1	Nov 2	13	Dec 18	30	Feb 2	31	Mar 19	18	May 3	5	
Aug 3	0	Sep 18	2	Nov 3	13	Dec 19	30	Feb 3	31	Mar 20	18	May 4	4	
Aug 4	0	Sep 19	2	Nov 4	14	Dec 20	31	Feb 4	31	Mar 21	17	May 5	4	
Aug 5	0	Sep 20	2	Nov 5	14	Dec 21	31	Feb 5	31	Mar 22	17	May 6	4	
Aug 6	0	Sep 21	2	Nov 6	15	Dec 22	31	Feb 6	31	Mar 23	17	May 7	4	
Aug 7	0	Sep 22	2	Nov 7	15	Dec 23	31	Feb 7	31	Mar 24	16	May 8	4	
Aug 8	0	Sep 23	3	Nov 8	15	Dec 24	31	Feb 8	30	Mar 25	16	May 9	4	
Aug 9	0	Sep 24	3	Nov 9	16	Dec 25	31	Feb 9	30	Mar 26	16	May 10	4	
Aug 10	0	Sep 25	3	Nov 10	16	Dec 26	32	Feb 10	30	Mar 27	15	May 11	3	
Aug 11	0	Sep 26	3	Nov 11	17	Dec 27	32	Feb 11	30	Mar 28	15	May 12	3	
Aug 12	0	Sep 27	4	Nov 12	17	Dec 28	32	Feb 12	29	Mar 29	15	May 13	3	
Aug 13	0	Sep 28	4	Nov 13	17	Dec 29	32	Feb 13	29	Mar 30	15	May 14	3	
Aug 14	0	Sep 29	4	Nov 14	18	Dec 30	32	Feb 14	29	Mar 31	14	May 15	3	
Aug 15	0	Sep 30	4	Nov 15	18	Dec 31	32	Feb 15	28					
													Jun 30	0

Leap Year adds Feb 29

Non-Leap Year excludes Feb 29

HDD data per NOAA 1981-2010

**APPENDIX D
PIPELINE SAFETY ADJUSTMENT**

APPLICABILITY

The Pipeline Safety Adjustment ("PSA") shall be applicable to all Customers on the rates set forth in the PSA CHARGES section below.

DESCRIPTION

The PSA shall recover OVGC's incremental Operation and Maintenance expenses related to complying with federal pipeline integrity management mandates. Such costs would include expenses related to mapping, training, assessment, testing, data collection and storage, verification audits, remediation, right-of-way clearing, public education programs and all other costs required to comply, including associated taxes.

OVGC's actual, incremental pipeline safety expenses shall be allocated to the rates using the cost allocation factors as set forth in OVGC's most recent cost of service study.

OVGC's actual, incremental pipeline safety expenses shall be reconciled annually with the actual recovery under this Pipeline Safety Adjustment, with any difference being reflected as a charge or credit over the next twelve months.

PSA CHARGES

The Pipeline Safety Adjustment shall be applied to each therm of gas usage each month. The current PSA Charges by rate are set forth below:

<u>Rate No.</u>	<u>PSA Charge (\$ per Therm)</u>
S11, S41, S91	\$0.0035 per Therm
S12, S42, S92	\$0.0020 per Therm
S13, S43, S93	\$0.0000 per Therm
S14, S44, S94	\$0.0002 per Therm
T15, T45, T95	\$0.0004 per Therm
T16, T46, T96	\$0.0020 per Therm
T18, T48, T98	\$0.0022 per Therm

APPENDIX E
SERVICE AREA AND APPLICABLE RATES

ANR Service Area – Rates S11, S12, S13, S14, T15, T16, T18

OVGC's ANR Pipeline Service Area includes Bluff Point, Bretzville, Center, College Corner (Jay County), Deerfield, Ferdinand, Fountain City, Harrisville, Haysville, Lynn, Maltersville, Pennville (Jay County), Portland, Randolph, Ridgeville, St. Anthony, St. Marks (Dubois County), St. Meinrad, Saratoga, Union City, Winchester and certain rural areas in Dubois, Jay, Randolph, Spencer and Wayne Counties, all in the state of Indiana.

Texas Gas Service Area – Rates S41, S42, S43, S44, T45, T46, T48

OVGC's Texas Gas Service Area includes Brownsville, Cannelton, Clinton Corners, Connersville, Dover, Everton, Gatchel, Guilford, Lawrenceville, Liberty, Logan Lysonville, Negangard Corner, New Alsace, Penntown, St. Leon, St. Marks (Perry County), Springersville, Sunman, Tell City, Troy, Yorkville; and certain rural areas in Dearborn, Fayette, Franklin, Perry, Ripley, Spencer and Union Counties, all in the state of Indiana.

Ohio Valley Gas, Inc. – Service Area – Rates S91, S92, S93, S94, T95, T96, T98

OVGI's Service Area includes Arthur, Ayrshire, Blackhawk, Cass, Campbelltown, Curryville, Dugger Farmersburg, Hymera, New Lebanon, Riley, Shelburn, Sullivan and Winslow; certain rural areas in Greene, Knox, Pike, Sullivan, Winslow; and certain rural areas in Greene, Knox, Pike, Sullivan, and Vigo Counties, all in the state of Indiana.