

Ohio River Gas Company, Inc.



FOR Entire Area Served
P.S.C. Ky. No. 1
Original Sheet No. 17
Cancelling P.S.C. Ky. No.
Sheet No.

1. WRITTEN APPLICATION OR CONTRACT REQUIRED

A written application or contract, properly executed, may be required from the Customer before the Company will supply service, provided, however, that the Company shall have the right to reject any application for any valid reason. The Company may require a long-term contract when unusual construction or equipment expense is necessary to furnish the service.

2. ALL AGREEMENTS TO BE INCORPORATED IN CONTRACT

No promises, agreements, or representations of any agent of the Company shall be binding upon the Company unless the same shall have been incorporated in a written contract before such contract is signed and approved.

3. ASSIGNMENT OF CONTRACT

The benefits and obligations of any contract shall inure to and be binding upon the successors and assigns, survivors, and executors or administrators, as the case may be, of the original parties thereto, respectively, for the full term thereof; provided that no assignment thereof shall be made by the Customer without first obtaining the Company's written consent.

4. COMMENCEMENT OF SERVICE

Each Customer shall make application to the office of the Company, or to the resident agent of the Company in locations where the Company maintains no office, before gas service will be connected by the Company.

5. DISCONTINUANCE OF SERVICE

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Whenever a Customer desires to have service discontinued, he shall notify the Company, at its local office (or the resident agent of the Company in locations where the Company maintains no office), of such desire and of the date on which service is to be discontinued, sufficiently in advance of such date to provide a reasonable time for the Company to obtain the final meter reading. Any Customer failing to give this notice of discontinuance of service to the Company will be held responsible for the payment of all bills rendered for gas service supplied to such premises.

Where a Customer has entered into a contract with the Company to take service from the Company for a definite period of time specified or provided in such contract and orders discontinuance of service before the expiration date as set out in the contract for service, the Customer shall be liable for the payment of the monthly minimum bills for the months remaining in the unexpired period of the contract term.

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ISSUED BY	E. B. Smith			Vice Pres. & Secy.		1630 North Meridian Street	
	Name of Officer			Title		Indianapolis, Indiana Address	

CHECKED
 PUBLIC SERVICE COMMISSION
 JAN 23 1968
 by *[Signature]*
 ENGINEERING DIVISION
 RULES AND REGULATIONS

Ohio River Gas Company, Inc.

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6. DATA ON CUSTOMER'S INSTALLATIONS TO BE FURNISHED

The Customer shall, upon request of the Company, present in writing to the Company a list of the equipment or appliances which are initially to be connected to the Company's lines, giving the location of the premises, and the Company will then advise the character of service and the conditions under which it will be furnished.

7. EXTENSION OF MAINS AND FACILITIES

Upon written request for service by a prospective Customer or a group of prospective Customers located in the same neighborhood, the Company will extend free of charge its facilities consisting of distribution mains, underground service pipes, meters and other equipment necessary to provide the service requested, provided (a) that the total estimated revenue from the prospective Customer or Customers for a period of four years is equivalent to or in excess of the estimated cost of providing such facilities and (b) the patronage or demand is of such permanency as to warrant the capital expenditure involved.

If the cost of the facilities consisting of distribution mains, underground service pipes, meters and other equipment necessary to provide the service requested exceeds the free limit, the Company may require a deposit of the cost of the extension above the free limit and will in such case, for each additional Customer connected to the extension within a period of eight years from the making of such extension, refund an amount by which four times the estimated annual revenue of the new Customer exceeds the cost of connecting such new Customer, but at no time shall the aggregate refund made to any Customer exceed the original deposit of such Customer.

If the extension is of such length, and the prospective business which may be developed by it is so meager as to make it doubtful whether the business from the extension would ever pay a fair return on the investment involved in such extension, or in the case of real estate development enterprises with slight or no immediate demand for service, or in the case of industrial installation requiring extensive equipment with slight or irregular service, such main extension will be made as provided for in Rules and Standards of Service of the Public Service Commission.

The obligation of the Company to provide an extension, however, is conditioned upon the ability of the Company to obtain all necessary materials, including pipe, fittings and meters necessary to make the extension without exceeding any limitations regarding the use of such materials, as might be promulgated by any governmental agency having jurisdiction thereof.

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8. SERVICE CONNECTIONS

The Company will locate the point to which service connection will be made, and, subject to the provisions of Rule No. 7 titled "Extension of Mains and Facilities," will furnish, install and maintain all underground piping up to the inlet of the meter. Risers in buildings where meters are set above the first floor shall be furnished and maintained by the Customer.

9. INSIDE PIPING

An applicant for service must, at his own expense, equip his premises with all necessary piping from the outlet of the meter which shall be constructed and maintained, subject to the approval of any authorized inspector, and in accordance with rules of the Company in force at the time. The Company shall be under no duty to inspect the piping and equipment of the Customer.

10. LOCATION OF COMPANY'S METERS AND SERVICES

The Customer shall provide free of expense to the Company, near the service entrance, a suitable place for the meter or meters and any necessary appurtenant devices, which may be furnished by the Company.

11. METERS TO BE INSTALLED BY THE COMPANY

All gas shall be measured by a meter or meters of standard manufacture, installed and maintained by the Company.

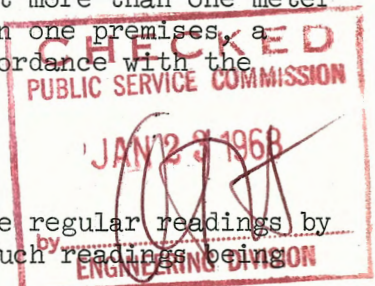
If more than one meter is installed for metering different classes of service, a separate bill shall be rendered for each meter in accordance with the applicable rate.

When for the convenience of the Company, or to meet legal requirements, more than one meter is installed for metering the same class of service on one premises, the sum of the measurements of all such meters shall be used in calculating the bill.

Where the Customer requires, for his convenience, that more than one meter be installed for metering the same class of service on one premises, a separate bill shall be rendered for each meter in accordance with the applicable rate.

12. MONTH

A "Month" means the period between any two consecutive regular readings by the Company of the meter or meters on the premises, such ^{by} readings being



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taken as nearly as practicable every thirty (30) days.

13. PAYMENT OF BILLS

Bills will be rendered monthly and must be paid at the office of the Company, or to duly authorized collection agencies of the Company, during business hours. If a bill is not paid within fifteen (15) days from the due date thereof as stated in the bill, the Customer shall be considered delinquent in payment and the Company may, at any time thereafter, without further notice, discontinue service. When the fifteenth day falls on Sunday or any other legal holiday, the first business day thereafter shall be added to the fifteen-day period. Failure to receive bill shall not entitle the Customer to pay the net bill if he fails to make payment within said fifteen-day period, nor shall it affect the right of the Company to discontinue service for non-payment of bill as provided above.

14. DEPOSIT

The Company may require from all applicants for gas service a cash deposit equal to the billing for the estimated amount of service to be used by such applicant for a period of sixty (60) days, as a guarantee against the non-payment of bills for service; provided, however, that if applicant is the owner of real property whose credit is approved by the Company or furnishes a written guarantee from an owner of real property whose credit is approved by the Company, the Company may waive such cash deposit. Such guarantee shall not make guarantor liable in an amount exceeding the charge for service furnished for a period of sixty days. Such cash deposit minus any unpaid amounts for service rendered the Customer shall be returned upon the discontinuance of service.

In all cases where two times the monthly billing is in excess of the deposit, the Company may increase the amount of deposit required, but such deposit shall not exceed an amount equal to an estimated sixty-day billing for such service.

Interest will be paid on deposits at the rate of three per cent (3%) per annum for the period between the date deposit is made to the time service to the depositor is discontinued, or the time the Company makes refund of the deposit to the depositor in case such refund is made while the depositor is taking service; provided, however, that interest shall not be paid on any deposit held for a period of less than six (6) months. The original deposit certificate issued to Customer should be presented when the deposit is re-funded.

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15. PREDICATION OF RATES

The Company's rates are predicated upon the supply of service being rendered

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separately for each premises and the ultimate usage in or on such separate premises. The combining of service through one meter, of two or more separate classifications, or of two or more premises, or of two or more separate living quarters on the same premises, will not be permitted except as specifically provided for under these rules and regulations, or supplements thereto which are filed by the Company with and approved by the Public Service Commission. (See Rules 16 and 17.) An outlying or adjacent building of the Customer, if located on the same premises, may be served from the supply to the main building, provided the use of such supply to the adjacent building is supplemental and similar to the usage in the main building. "Premises," as herein used, shall mean the main residence or living quarters for the use of a single family, or main building of a commercial or industrial Customer, and shall include the outlying or adjacent building used by the same, provided the use of service in the outlying building is supplemental and similar to the service used in the main residence or building. Customer shall install, own and maintain all piping necessary to supply outlying or adjacent buildings.

16. BUILDING CONTAINING TWO OR MORE SEPARATE LIVING QUARTERS

Where service is supplied through one meter to a residence having two or more separate living quarters, the service shall be considered a multiple service. For billing purposes, the minimum payment and the blocks of the rate shall be multiplied by the number of occupied living quarters supplied by the meter. This rule does not apply to rooming or apartment houses.

The Customer may rearrange the piping in the residence, at his own expense, so as to separate the multiple service and permit the Company to install a separate meter for each separate living quarter. In each such case, the reading of each such meter shall be billed separately.

17. COMBINED RESIDENTIAL AND COMMERCIAL SERVICE

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Where both residential and commercial classes of service are supplied through one service and one meter to the same Customer on the same premises, the service shall be billed as one Customer. Where such service is being furnished to two or more Customers, for billing purposes the minimum payment and the blocks of the rate shall be multiplied by the number of residences and commercial concerns being served.

At the option of the Customer and at the Customer's expense, the piping on the Customer's premises may in any case be so rearranged as to permit the installation of meters for registering separately the commercial service and the residential service supplied. In each such case, the reading of each such meter shall be billed separately.

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18. RESALE OF SERVICE

Service will not be furnished under any schedule of the Company on file with the Commission to any Customer, applicant, or group of applicants for resale in whole or in part.

19. EQUIPMENT LOCATION PERMIT

The Customer shall obtain from the property owner or owners and deliver to the Company, on forms to be supplied by the Company, the necessary easements, consent or consents authorizing the installation and maintenance, on, over or through all private property, of all such piping or equipment as may be necessary or convenient for the supplying of the gas to be furnished by the Company.

20. COMPANY'S PROPERTY AND PROTECTION THEREOF

All meters and other equipment furnished by and at the expense of the Company, which may at any time be on or in Customer's premises, shall, unless otherwise expressly provided, be and remain the property of the Company, and the Customer shall protect such property from loss or damage, and no one who is not an agent of the Company shall be permitted to remove such property or tamper therewith.

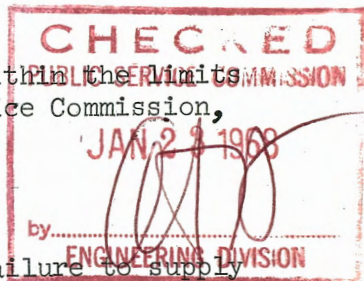
21. ACCESS TO PREMISES

The properly authorized agents of the Company shall have the right to enter upon the premises of the Customer at all reasonable times for the purpose of reading, inspecting, testing, repairing, or replacing the meter or meters, or other equipment used in connection with its service, and for removing the same upon the termination of the contract or the discontinuance of the service.

22. FAILURE OF METER

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Whenever it is discovered that a meter is not recording within the limits of accuracy as prescribed in the rules of the Public Service Commission, adjustment shall be made in accordance with such rules.



23. INTERRUPTION OF SERVICE, ETC.

The Company shall not be responsible in damages for any failure to supply gas or for an interruption of the supply of gas hereunder (whether or not such interruption is ordered by a governmental agency having jurisdiction), if such failure or interruption is due to the inability of Company to obtain from its regular and usual source of supply the gas to be delivered hereunder, or if such failure or interruption is due to any other cause whatsoever other than wilful default or negligence on the part of Company, or for damages

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caused by defective piping or appliances on the Customer's premises, or for damages resulting to a Customer or to third persons from the presence or use of gas or the presence of the Company's equipment on the Customer's premises, unless due to fault, neglect, or culpability on the part of the Company. Neither party shall be liable to the other for any failure or delay in case such failure or delay is caused by strikes, the acts of God, or unavoidable accidents or contingencies beyond its control, and is not due to fault, neglect, or culpability on its part.

24. COMPANY RESERVES THE RIGHT TO SHUT OFF SUPPLY

The Company reserves the right to shut off the supply of gas without notice, for any of the following reasons: (1) for repairs; (2) for want of supply; (3) for interference and/or tampering by anyone other than an authorized agent of the Company with any of the Company's regulators, meters, other appurtenances or connections thereto located on the premises of the customer; (4) for failure of the customers to comply with the terms of the contract; (5) for non-payment of any bill when due; (6) in case of the existence in the customer's house piping, or in connection with the customer's gas-using equipment, of any condition which in the Company's judgment would render it hazardous to continue the supply of gas, including, among others, the location of a gas water heater in a bedroom, bathroom or other small room, or the existence of an unvented gas water heater, incinerator, or space heating equipment, wherever located; and/or (7) for any other lawful reason. Such discontinuance shall not, however, invalidate any contract and the Company shall have the right to enforce any contract notwithstanding such discontinuance.

25. NOTIFY COMPANY BEFORE INCREASING LOAD

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The service connections, regulators, meters and other devices supplied by the Company have definite capacity, and the Customer shall not install any space heating equipment of any kind or increase the demand for service by a substantial amount except upon written consent from the Company.

Natural gas for space heating purposes will be supplied on a twelve-month contract basis only, as provided for under the availability provision of the Company's applicable tariff, "Schedule for General Natural Gas Service (Including Gas Used for Space Heating Purposes)".

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Natural gas for space heating purposes will not be supplied to a new residential, commercial or industrial installation, under any condition, whenever the aggregate hourly BTU input of all space heating equipment exceeds 3,000,000.

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Whenever, in the judgment of the Company, the supply of natural gas in any of its distribution service areas is sufficient to render adequate space heating service to additional space heating customers, without jeopardizing service to existing customers, gas will be furnished to such new space heating installations that are designed to operate exclusively on natural gas to the extent approved by Public Service Commission.

The owner or occupant of any residential, commercial or industrial property will be permitted at any time to install space heating equipment of the combination type, i. e., equipment which is designed to utilize either natural gas and oil, or liquefied petroleum gas, provided, that each such Customer electing to install this type of equipment must agree, by written contract, prior to the installation of the equipment, to purchase, or arrange for the purchase, prior to each heating season, of a supply of standby fuel, oil or liquefied petroleum gas, of sufficient quantity to supply his space heating requirements on days during each heating season when the outside temperature is below a certain predetermined temperature, which will be established by Company depending on the adequacy of the supply of natural gas available in the particular service area. The predetermined outside temperatures for reconversion from the standby fuels, oil or liquefied petroleum gas to natural gas, will be five degrees higher than that established for the particular service area.

The Company reserves the right to refuse to supply natural gas for space heating purposes where its inspection of the equipment discloses an improper or unsafe installation and where the installation does not conform to the Company's installation standards.

26. 3% UTILITY GROSS RECEIPTS LICENSE TAX FOR SCHOOLS

There will be added to all bills rendered to the customers of Ohio River Gas Company, Inc. in Carroll County, Kentucky, a 3% utility gross receipts license tax for schools pursuant to order of the Carroll County, Kentucky, Fiscal Court entered June 30, 1966.

There will be added to all bills rendered to the customers of Ohio River Gas Company, Inc. in Trimble County, Kentucky, a 3% utility gross receipts license tax for schools pursuant to order of the Trimble County, Kentucky, Fiscal Court entered August 22, 1966.

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