

RATE NO. 91
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 OVGI's service area.

RATES AND CHARGES:

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

Facilities Charge of \$14.50 per meter per month

Commodity Charge of \$1.3663 per therm

Gas Cost Adjustment (GCA) – As set forth in the latest approved Appendix B (Sheet No. 9-10).

Normal Temperature Adjustment (NTA) – Dependent upon weather (temperature) conditions during specified billing cycles as described in the latest approved Appendix C (See Sheet No. 9-11).

Pipeline Safety Adjustment (PSA) – Dependent upon actual costs incurred as set forth in the latest approved Appendix D (See Sheet No. 9-12).

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 OVGI 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 OVGI'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, OVGI may waive the reconnection fee, provided that disconnection was not for violation of OVGI's Rules and Regulations.

TWENTY-FOUR (24) HOUR PURCHASE GAS DAY:

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

RULES AND REGULATIONS:

This Rate Schedule is subject to OVGI'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. 92
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 OVGI's service area.

APPLICABILITY, ELIGIBILITY & CHARACTER OF SERVICE:

This rate provides a means whereby OVGI can, within the physical limitations of its existing distribution system(s), and as per the terms of a written contract (Service Agreement) executed by a specific Customer, provide firm sales service to such Customer.

OVGI 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 of \$550.00 per meter per month

Commodity Charge of \$1.2121 per therm

Gas Cost Adjustment (GCA) – As set forth in the latest approved Appendix B (Sheet No. 9-10).

Pipeline Safety Adjustment (PSA) – Dependent upon actual costs incurred as set forth in the latest approved Appendix D (See Sheet No. 9-12).

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 OVGI 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 OVGI'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, OVGI may waive the reconnection fee, provided that disconnection was not for violation of OVGI's Rules and Regulations.

TWENTY-FOUR (24) HOUR PURCHASE GAS DAY:

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

RULES AND REGULATIONS:

Sales service hereunder shall be subject to OVGI'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. 93
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 OVGI's service area.

APPLICABILITY, ELIGIBILITY & CHARACTER OF SERVICE:

This rate provides a means whereby OVGI can, within the physical limitations of its existing distribution system(s), and as per the terms of a written contract (Service Agreement) executed by a specific Customer, provide interruptible sales service to such Customer.

OVGI 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 OVGI shall deem it necessary. The Customer agrees to curtail or discontinue the use of gas in compliance with such requests. OVGI 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.

OVGI 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 of \$475.00 per meter per month

Commodity Charge of \$1.0990 per therm

Gas Cost Adjustment (GCA) – As set forth in the latest approved Appendix B (Sheet No. 9-10).

Pipeline Safety Adjustment (PSA) – Dependent upon actual costs incurred as set forth in the latest approved Appendix D (See Sheet No. 9-12).

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 OVGI 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 OVGI'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, OVGI may waive the reconnection fee, provided that disconnection was not for violation of OVGI's Rules and Regulations.

UNAUTHORIZED USE:

If Customer fails to completely curtail its use of natural gas within one (1) hour of Company'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.

OVGI shall have the right, without obligation, to waive the penalty for any unauthorized use if OVGI'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 Schedule the twenty-four (24) hour purchase gas day is that continuous twenty-four (24) hour period commencing at 7:00 a.m. local time and continuing to 7:00 a.m. local time the next day.

RULES AND REGULATIONS:

Sales service hereunder shall be subject to OVGI'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. 94
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 OVGI's service area.

APPLICABILITY, ELIGIBILITY & CHARACTER OF SERVICE:

This rate provides a means whereby OVGI 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 OVGI rate schedule.

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.

Commodity Charge of \$1.1663 per therm

Gas Cost Adjustment (GCA) – As set forth in the latest approved Appendix B (Sheet No. 9-10).

Pipeline Safety Adjustment (PSA) – Dependent upon actual costs incurred as set forth in the latest approved Appendix D (See Sheet No. 9-12).

FACILITIES CHARGE:

For meter size 1400 scfh or less - \$480.00 per meter; to be billed annually in the September billing cycle.

For meter size greater than 1400 scfh - \$840.00 per meter; to be billed annually in the 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 OVGI 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 OVGI'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 Schedule the twenty-four (24) hour purchase gas day is that continuous twenty-four (24) hour period commencing at 7:00 a.m. local time and continuing to 7:00 a.m. local time the next day.

RULES AND REGULATIONS:

Sales service hereunder shall be subject to OVGI'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. T95
Large Volume Transportation Service

AVAILABILITY:

This rate schedule 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 OVGI's service area.

APPLICABILITY:

This rate provides a means whereby OVGI, within the physical limitations of its existing distribution systems can, under specific contract (OVGI'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 OVGI's service area. Service provided hereunder shall be metered and billed separately from service provided under any other OVGI rate schedule.

"OFF-SYSTEM END-USER" DEFINED:

As used in this rate an "Off-System End-User" is a Customer for whom OVGI has no contractual obligation to provide natural gas from its OVGI system supply and for whose natural gas needs and requirements OVGI 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 OVGI to provide transportation of said natural gas between two mutually agreeable points on an existing OVGI 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 OVGI 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 OVGI delivery point(s).
- c. Has entered into a Transportation Services Agreement with OVGI 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.
- d. Has provided OVGI 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. OVGI may require reasonable assurances from the Customer that the natural gas supply will physically flow to OVGI's receipt point on a timely and uninterrupted basis.

- e. Agrees to provide OVGI with written Daily Nominations in a format acceptable to OVGI. All Daily Nominations are due in OVGI'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 OVGI's gas supply department by 12:00 p.m. Eastern time on a scheduled OVGI 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 OVGI gas supply department will be recognized when determining daily balancing, etc. For the purpose of this rate, electronic (e-mail) or facsimile transmissions to OVGI'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 OVGI. OVGI assumes no responsibility or liability for the accuracy of nominations by Customers receiving service under this rate.

CURTAILMENT:

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

- a. After notification by OVGI 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 OVGI;
- 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 Company; or,
- d. Accident, breakage or other causes of disruption of natural gas delivery to Customer on Company's distribution system is beyond Company's control.

Company 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 Company 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 Company'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 of \$1,300.00 per meter per month.

Commodity Charge of \$0.0431 per therm

Pipeline Safety Adjustment (PSA) – Dependent upon actual costs incurred as set forth in the latest approved Appendix D (See Sheet No. 9-12).

FUEL LOSS CHARGE:

OVGI shall retain 1% of the received transport gas to account for fuel loss within the OVGI Distribution System. OVGI will not charge any "Off-System End-User" the Commodity 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 OVGI 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 OVGI'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, OVGI may waive the reconnection fee, provided that disconnection was not for violation of OVGI's Rules and Regulations.

UNAUTHORIZED USE CHARGE:

If Customer fails to completely curtail its use of natural gas within one (1) hour of Company'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.

OVGI shall have the right, without obligation, to waive the penalty for any unauthorized use if OVGI'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 OVGI 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 OVGI, the excess shall constitute an Unauthorized Overrun and the Customer shall pay OVGI 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 OVGI or any of OVGI's other customers for failure to respect their obligation to adhere to the provisions of the Transportation Services Agreement.
- (3) OVGI shall have the right, without obligation, to waive the penalty for any unauthorized overrun provided OVGI's other customers or its pipeline operations were not adversely affected.
- (4) OVGI 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 OVGI'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 OVGI 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, OVGI 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 OVGI 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 OVGI.

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, OVGI will determine the imbalance by comparing the net receipts at OVGI's city gate station from the applicable interstate pipeline to actual deliveries through OVGI'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 OVGI during the billing month is LESS than the total quantity of gas delivered by OVGI to the Customer, OVGI 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 OVGI'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 OVGI during the month is GREATER than the total quantity of gas delivered by OVGI to the Customer, OVGI 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 OVGI'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. OVGI will not refund any monies to the Customer unless the credit exceeds the expected combined billings for the next two billing cycles.

SPECIAL CONSIDERATIONS:

A Customer electing to receive service under this rate shall pay a one-time charge of \$2,600.00 to offset initial setup costs of the Company.

TWENTY-FOUR (24) HOUR PURCHASE GAS DAY:

For the purpose of this Rate Schedule 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 OVGI'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. T96
Medium Volume Transportation Service

AVAILABILITY:

This rate schedule 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 OVGI's service area.

APPLICABILITY:

This rate provides a means whereby OVGI, within the physical limitations of its existing distribution systems can, under specific contract (OVGI'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 OVGI's Texas Gas Service Area. Service provided hereunder shall be metered and billed separately from service provided under any other OVGI rate schedule.

"OFF-SYSTEM END-USER" DEFINED:

As used in this rate an "Off-System End-User" is a Customer for whom OVGI has no contractual obligation to provide natural gas from its OVGI system supply and for whose natural gas needs and requirements OVGI 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 OVGI to provide transportation of said natural gas between two mutually agreeable points on an existing OVGI 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 OVGI 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 OVGI delivery point(s).
- c. Has entered into a Transportation Services Agreement with OVGI 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.
- d. Has provided OVGI 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.

OVGI may require reasonable assurances from the Customer that the natural gas supply will physically flow to OVGI's receipt point on a timely and uninterrupted basis.

- e. Agrees to provide OVGI with written Daily Nominations in a format acceptable to OVGI. All Daily Nominations are due in OVGI'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 OVGI's gas supply department by 12:00 p.m. Eastern time on a scheduled OVGI 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 OVGI gas supply department will be recognized when determining daily balancing, etc. For the purpose of this rate, electronic (e-mail) or facsimile transmissions to OVGI'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 OVGI. OVGI assumes no responsibility or liability for the accuracy of nominations by Customers receiving service under this rate.

CURTAILMENT:

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

- a. After notification by OVGI 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 OVGI;
- 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 Company; or,
- d. Accident, breakage or other causes of disruption of natural gas delivery to Customer on Company's distribution system is beyond Company's control.

Company 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 Company 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 Company'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 of \$550.00 per meter per month.

Commodity Charge of \$0.0932 per therm

Pipeline Safety Adjustment (PSA) – Dependent upon actual costs incurred as set forth in the latest approved Appendix D (See Sheet No. 9-12).

FUEL LOSS CHARGE:

OVGI shall retain 1% of the received transport gas to account for fuel loss within the OVGI Distribution System. OVGI will not charge any "Off-System End-User" the Commodity 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 OVGI 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 OVGI'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, OVGI may waive the reconnection fee, provided that disconnection was not for violation of OVGI's Rules and Regulations.

UNAUTHORIZED USE CHARGE:

If Customer fails to completely curtail its use of natural gas within one (1) hour of Company'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.

OVGI shall have the right, without obligation, to waive the penalty for any unauthorized use if OVGI'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 OVGI 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 OVGI, the excess shall constitute an Unauthorized Overrun and the Customer shall pay OVGI 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 OVGI or any of OVGI's other customers for failure to respect their obligation to adhere to the provisions of the Transportation Services Agreement.
- (3) OVGI shall have the right, without obligation, to waive the penalty for any unauthorized overrun provided OVGI's other customers or its pipeline operations were not adversely affected.
- (4) OVGI 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 OVGI'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 OVGI 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, OVGI 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 OVGI 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 OVGI.

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, OVGI will determine the imbalance by comparing the net receipts at OVGI's city gate station from the applicable interstate pipeline to actual deliveries through OVGI'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 OVGI during the billing month is LESS than the total quantity of gas delivered by OVGI to the Customer, OVGI 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 OVGI'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 OVGI during the month is GREATER than the total quantity of gas delivered by OVGI to the Customer, OVGI 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 OVGI'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. OVGI will not refund any monies to the Customer unless the credit exceeds the expected combined billings for the next two billing cycles.

SPECIAL CONSIDERATIONS:

A Customer electing to receive service under this rate shall pay a one-time charge of \$1,800.00 to offset initial setup costs of the Company.

TWENTY-FOUR (24) HOUR PURCHASE GAS DAY:

For the purpose of this Rate Schedule 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 OVGI'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. T98
Public Schools Transportation Service

AVAILABILITY:

This Rate Schedule shall be available throughout OVGI's service area, subject to the availability of adequate facilities, which determination shall be within OVGI's reasonable discretion.

APPLICABILITY:

This Rate Schedule provides a means whereby OVGI, within the physical limitations of its existing distribution systems can, under specific contract (OVGI's Transportation Services Agreement), provide a service for the transportation of "Off-System" end-user owned natural gas. This Rate Schedule 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 Schedule 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 OVGI, and meets all requirements of this Rate Schedule. Each school facility served under this Rate Schedule 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.

OVGI will contract directly with the Customer for all transportation services under this Rate Schedule. 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 OVGI transportation rate schedule and continuing to qualify for same may remain on such rate schedule after this Rate Schedule becomes effective.

"OFF-SYSTEM END-USER"DEFINED:

As used in this Rate Schedule an "Off-System" Customer is a Customer for whom OVGI has no contractual obligation to provide natural gas from its system supply and for whose natural gas needs and requirements OVGI 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 Schedule, 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 OVGI receipt point.
- b. Has the means (including but not limited to third party arrangements) for receiving and accepting said gas at the agreed upon OVGI delivery point. Has entered into a Transportation Service Agreement with OVGI for an initial period of not less than one (1) year. This Agreement may contain other provisions relating to said service which are not inconsistent herewith. Written notification to OVGI of Customer's intent to change from a sales rate schedule to this Rate Schedule and execution of the Agreement with OVGI 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 Schedule is to begin. OVGI reserves the right to waive the sixty (60) day requirement.

- c. Has provided OVGI 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. OVGI may require reasonable assurances from the Customer that the natural gas supply will physically flow to OVGI's receipt point on a timely and non-interrupted basis.
- d. Agrees to provide OVGI with written Daily Nominations in a format acceptable to OVGI. All Daily Nominations are due in OVGI'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 OVGI's gas supply department by 12:00 p.m. on a scheduled OVGI 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 OVGI gas supply department will be recognized when determining daily balancing, etc. For the purpose of this Rate Schedule, facsimile transmissions or emails to OVGI'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 OVGI. OVGI 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 Schedule per OVGI's designated receipt point.
- f. Agrees to provide a dedicated telephone line at each metering location at Customer's expense that is capable of allowing the Company and Customer to contact the metering location to obtain flow information for the purpose of tracking daily and monthly usage.
- g. Pays all existing arrearages for utility services prior to entering into a Transportation Service Agreement with OVGI.

CURTAILMENT:

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

- a. After notification by OVGI 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 OVGI;
- 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 Company; or,
- d. Accident, breakage or other causes of disruption of natural gas delivery to Customer on Company's distribution system is beyond Company's control.

Company 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 Company 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 Company'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 Schedule will be metered and levied a monthly Service 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 OVGI 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 Schedule.

Metered volumes of multiple meters will not be aggregated on Customer's bill to avoid monthly Service Charges. Metered volumes of school facilities will not be aggregated to meet minimum volume requirements for application of OVGI'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 per meter per billing cycle month
- Meter Group 2: \$54.50 per meter per billing cycle month
- Meter Group 3: \$515.00 per meter per billing cycle month

Commodity Charge of \$0.2801 per therm

Pipeline Safety Adjustment (PSA) – Dependent upon actual costs incurred as set forth in the latest approved Appendix D (See Sheet No. 9-12).

METER GROUP DETERMINATION:

- Meter Group 1: meter size 675 scfh or less
- Meter Group 2: meter size greater than 675 scfh
- Meter Group 3: Customer moving from, or otherwise eligible (volumetrically) for OVGI's applicable interruptible sales service rate.

FUEL LOSS CHARGE:

OVGI shall retain 1% of the received transport gas to account for fuel loss within the OVGI Distribution System. OVGI will not charge any "Off-System End-User" the Commodity 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 OVGI 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 OVGI'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 service 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, OVGI may waive the reconnection fee, provided that disconnection was not for violation of OVGI's Rules and Regulations.

UNAUTHORIZED USE CHARGE:

If Customer fails to completely curtail its use of natural gas within one (1) hour of Company'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.

OVGI shall have the right, without obligation, to waive the penalty for any unauthorized use if OVGI'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 OVGI 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 OVGI, the excess shall constitute an Unauthorized Overrun and the Customer shall pay OVGI 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 OVGI or any of OVGI's other customers for failure to respect their obligation to adhere to the provisions of the Transportation Services Agreement.
- (3) OVGI shall have the right, without obligation, to waive the penalty for any unauthorized overrun provided OVGI's other customers or its pipeline operations were not adversely affected.
- (4) OVGI 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 OVGI'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 OVGI 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, OVGI 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 OVGI 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 OVGI.

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, OVGI will determine the imbalance by comparing the net receipts at OVGI's city gate station from the applicable interstate pipeline to actual deliveries through Customer's meter aggregated by OVGI 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 OVGI during the billing month is LESS than the total quantity of gas delivered by OVGI to the Customer, OVGI 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 OVGI'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 OVGI during the month is GREATER than the total quantity of gas delivered by OVGI to the Customer, OVGI 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 OVGI'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. OVGI 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 Schedule 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 OVGI'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.

APPENDIX A
BASE RATE COST OF GAS*

The base rate cost of gas included in Rates 91, 92, 93, and 94 in accordance with the Order of the Indiana Utility Regulatory Commission, approved October 10, 2007, in Cause No. 43208, is as follows:

<u>RATE</u>	<u>BASE RATE COST OF GAS</u>
91	\$1.0862 per Therm
92	\$1.0862 per Therm
93	\$1.0862 per Therm
94	\$1.0862 per Therm

*NOTE: The Base Rate Cost of Gas was determined by dividing the adjusted net cost of gas (during the test year of Cause No. 43208) by the adjusted test year volume of sales (in therms).

APPENDIX B
GAS COST ADJUSTMENT FACTOR FOR PURCHASED GAS

The Rate Adjustment for the following rates shall be on the basis of a rate tracking factor, occasioned solely by changes in 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:

<u>RATE</u>	<u>APPLICABLE GAS COST ADJUSTMENT FACTOR</u>
91	\$.1358- per Therm
92	\$.1358- per Therm
93	\$.1358- per Therm
94	\$.1358- per Therm

Base Rates effective October 15, 2007, in accordance with Indiana Utility Regulatory Commission Order issued under Cause No. 43208. The Base Rate Cost of Gas included in each of the following Base Rates is stated in Appendix A - Sheet No. 9-9.

<u>RATE</u>	<u>BASE RATE</u>	<u>NEW GCA FACTOR</u>	<u>NEW RATE</u>
91	\$1.3663 per Therm	\$.1358- per Therm	\$1.2305 per Therm
92	\$1.2121 per Therm	\$.1358- per Therm	\$1.0763 per Therm
93	\$1.0990 per Therm	\$.1358- per Therm	\$.9632 per Therm
94	\$1.1663 per Therm	\$.1358- per Therm	\$1.0305 per Therm

APPENDIX C
NORMAL TEMPERATURE ADJUSTMENT

The billed amount for each Rate 91 (Firm Small Volume Gas 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 margin (non-gas cost) component of the Commodity Charge (Base Rate Less Base Rate Cost of Gas) for the applicable Rate Schedule.

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 Indianapolis, Indiana.

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

Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD		
Jul 1	0	Aug 22	0	Oct 13	10	Dec 4	29	Jan 25	39	Mar 18	22	May 9	6
Jul 2	0	Aug 23	0	Oct 14	10	Dec 5	29	Jan 26	38	Mar 19	22	May 10	6
Jul 3	0	Aug 24	0	Oct 15	10	Dec 6	30	Jan 27	38	Mar 20	22	May 11	5
Jul 4	0	Aug 25	0	Oct 16	11	Dec 7	30	Jan 28	38	Mar 21	21	May 12	5
Jul 5	0	Aug 26	0	Oct 17	11	Dec 8	31	Jan 29	38	Mar 22	21	May 13	5
Jul 6	0	Aug 27	0	Oct 18	11	Dec 9	31	Jan 30	38	Mar 23	21	May 14	5
Jul 7	0	Aug 28	1	Oct 19	12	Dec 10	31	Jan 31	38	Mar 24	20	May 15	5
Jul 8	0	Aug 29	1	Oct 20	12	Dec 11	32	Feb 1	38	Mar 25	20	May 16	4
Jul 9	0	Aug 30	1	Oct 21	12	Dec 12	32	Feb 2	38	Mar 26	20	May 17	4
Jul 10	0	Aug 31	1	Oct 22	13	Dec 13	32	Feb 3	37	Mar 27	19	May 18	4
Jul 11	0	Sep 1	1	Oct 23	13	Dec 14	32	Feb 4	37	Mar 28	19	May 19	4
Jul 12	0	Sep 2	1	Oct 24	14	Dec 15	33	Feb 5	37	Mar 29	19	May 20	3
Jul 13	0	Sep 3	1	Oct 25	14	Dec 16	33	Feb 6	37	Mar 30	18	May 21	3
Jul 14	1	Sep 4	1	Oct 26	14	Dec 17	33	Feb 7	36	Mar 31	18	May 22	3
Jul 15	1	Sep 5	1	Oct 27	15	Dec 18	34	Feb 8	36	Apr 1	18	May 23	3
Jul 16	0	Sep 6	1	Oct 28	15	Dec 19	34	Feb 9	36	Apr 2	17	May 24	3
Jul 17	0	Sep 7	1	Oct 29	15	Dec 20	34	Feb 10	36	Apr 3	17	May 25	3
Jul 18	0	Sep 8	1	Oct 30	16	Dec 21	35	Feb 11	35	Apr 4	17	May 26	2
Jul 19	0	Sep 9	1	Oct 31	16	Dec 22	35	Feb 12	35	Apr 5	16	May 27	2
Jul 20	0	Sep 10	1	Nov 1	16	Dec 23	35	Feb 13	35	Apr 6	16	May 28	2
Jul 21	0	Sep 11	2	Nov 2	17	Dec 24	35	Feb 14	35	Apr 7	16	May 29	2
Jul 22	0	Sep 12	2	Nov 3	17	Dec 25	36	Feb 15	34	Apr 8	15	May 30	2
Jul 23	0	Sep 13	2	Nov 4	18	Dec 26	36	Feb 16	34	Apr 9	15	May 31	2
Jul 24	0	Sep 14	2	Nov 5	18	Dec 27	36	Feb 17	34	Apr 10	15	Jun 1	2
Jul 25	0	Sep 15	2	Nov 6	18	Dec 28	36	Feb 18	33	Apr 11	15	Jun 2	2
Jul 26	0	Sep 16	2	Nov 7	19	Dec 29	37	Feb 19	33	Apr 12	14	Jun 3	1
Jul 27	0	Sep 17	2	Nov 8	19	Dec 30	37	Feb 20	33	Apr 13	14	Jun 4	1
Jul 28	0	Sep 18	3	Nov 9	19	Dec 31	37	Feb 21	32	Apr 14	14	Jun 5	1
Jul 29	0	Sep 19	3	Nov 10	20	Jan 1	37	Feb 22	32	Apr 15	13	Jun 6	1
Jul 30	0	Sep 20	3	Nov 11	20	Jan 2	37	Feb 23	32	Apr 16	13	Jun 7	1
Jul 31	0	Sep 21	3	Nov 12	21	Jan 3	38	Feb 24	31	Apr 17	13	Jun 8	1
Aug 1	0	Sep 22	4	Nov 13	21	Jan 4	38	Feb 25	31	Apr 18	12	Jun 9	1
Aug 2	0	Sep 23	4	Nov 14	21	Jan 5	38	Feb 26	30	Apr 19	12	Jun 10	1
Aug 3	0	Sep 24	4	Nov 15	22	Jan 6	38	Feb 27	30	Apr 20	12	Jun 11	1
Aug 4	0	Sep 25	4	Nov 16	22	Jan 7	38	Feb 28	30	Apr 21	11	Jun 12	1
Aug 5	0	Sep 26	4	Nov 17	23	Jan 8	38	Mar 1	29	Apr 22	11	Jun 13	1
Aug 6	0	Sep 27	5	Nov 18	23	Jan 9	38	Mar 2	29	Apr 23	11	Jun 14	1
Aug 7	0	Sep 28	5	Nov 19	23	Jan 10	39	Mar 3	28	Apr 24	10	Jun 15	0
Aug 8	0	Sep 29	5	Nov 20	24	Jan 11	39	Mar 4	28	Apr 25	10	Jun 16	0
Aug 9	0	Sep 30	6	Nov 21	24	Jan 12	39	Mar 5	28	Apr 26	10	Jun 17	0
Aug 10	0	Oct 1	6	Nov 22	24	Jan 13	39	Mar 6	27	Apr 27	10	Jun 18	0
Aug 11	0	Oct 2	6	Nov 23	25	Jan 14	39	Mar 7	27	Apr 28	9	Jun 19	0
Aug 12	0	Oct 3	7	Nov 24	25	Jan 15	39	Mar 8	26	Apr 29	9	Jun 20	0
Aug 13	0	Oct 4	7	Nov 25	26	Jan 16	39	Mar 9	26	Apr 30	9	Jun 21	0
Aug 14	0	Oct 5	7	Nov 26	26	Jan 17	39	Mar 10	26	May 1	8	Jun 22	0
Aug 15	0	Oct 6	7	Nov 27	26	Jan 18	39	Mar 11	25	May 2	8	Jun 23	0
Aug 16	0	Oct 7	8	Nov 28	27	Jan 19	39	Mar 12	25	May 3	8	Jun 24	0
Aug 17	0	Oct 8	8	Nov 29	27	Jan 20	39	Mar 13	24	May 4	7	Jun 25	0
Aug 18	0	Oct 9	8	Nov 30	28	Jan 21	39	Mar 14	24	May 5	7	Jun 26	0
Aug 19	0	Oct 10	9	Dec 1	28	Jan 22	39	Mar 15	24	May 6	7	Jun 27	0
Aug 20	0	Oct 11	9	Dec 2	28	Jan 23	39	Mar 16	23	May 7	7	Jun 28	0
Aug 21	0	Oct 12	9	Dec 3	29	Jan 24	39	Mar 17	23	May 8	6	Jun 29	0
												Jun 30	0

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

Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD		
Jul 1	0	Aug 22	0	Oct 13	10	Dec 4	29	Jan 25	39	Mar 17	22	May 8	6
Jul 2	0	Aug 23	0	Oct 14	10	Dec 5	29	Jan 26	38	Mar 18	22	May 9	6
Jul 3	0	Aug 24	0	Oct 15	10	Dec 6	30	Jan 27	38	Mar 19	22	May 10	5
Jul 4	0	Aug 25	0	Oct 16	11	Dec 7	30	Jan 28	38	Mar 20	21	May 11	5
Jul 5	0	Aug 26	0	Oct 17	11	Dec 8	31	Jan 29	38	Mar 21	21	May 12	5
Jul 6	0	Aug 27	0	Oct 18	11	Dec 9	31	Jan 30	38	Mar 22	21	May 13	5
Jul 7	0	Aug 28	1	Oct 19	12	Dec 10	31	Jan 31	38	Mar 23	20	May 14	5
Jul 8	0	Aug 29	1	Oct 20	12	Dec 11	32	Feb 1	38	Mar 24	20	May 15	4
Jul 9	0	Aug 30	1	Oct 21	12	Dec 12	32	Feb 2	38	Mar 25	20	May 16	4
Jul 10	0	Aug 31	1	Oct 22	13	Dec 13	32	Feb 3	37	Mar 26	19	May 17	4
Jul 11	0	Sep 1	1	Oct 23	13	Dec 14	32	Feb 4	37	Mar 27	19	May 18	4
Jul 12	0	Sep 2	1	Oct 24	14	Dec 15	33	Feb 5	37	Mar 28	19	May 19	3
Jul 13	0	Sep 3	1	Oct 25	14	Dec 16	33	Feb 6	37	Mar 29	18	May 20	3
Jul 14	1	Sep 4	1	Oct 26	14	Dec 17	33	Feb 7	36	Mar 30	18	May 21	3
Jul 15	1	Sep 5	1	Oct 27	15	Dec 18	34	Feb 8	36	Mar 31	18	May 22	3
Jul 16	0	Sep 6	1	Oct 28	15	Dec 19	34	Feb 9	36	Apr 1	17	May 23	3
Jul 17	0	Sep 7	1	Oct 29	15	Dec 20	34	Feb 10	36	Apr 2	17	May 24	3
Jul 18	0	Sep 8	1	Oct 30	16	Dec 21	35	Feb 11	35	Apr 3	17	May 25	2
Jul 19	0	Sep 9	1	Oct 31	16	Dec 22	35	Feb 12	35	Apr 4	16	May 26	2
Jul 20	0	Sep 10	1	Nov 1	16	Dec 23	35	Feb 13	35	Apr 5	16	May 27	2
Jul 21	0	Sep 11	2	Nov 2	17	Dec 24	35	Feb 14	35	Apr 6	16	May 28	2
Jul 22	0	Sep 12	2	Nov 3	17	Dec 25	36	Feb 15	34	Apr 7	15	May 29	2
Jul 23	0	Sep 13	2	Nov 4	18	Dec 26	36	Feb 16	34	Apr 8	15	May 30	2
Jul 24	0	Sep 14	2	Nov 5	18	Dec 27	36	Feb 17	34	Apr 9	15	May 31	2
Jul 25	0	Sep 15	2	Nov 6	18	Dec 28	36	Feb 18	33	Apr 10	15	Jun 1	2
Jul 26	0	Sep 16	2	Nov 7	19	Dec 29	37	Feb 19	33	Apr 11	14	Jun 2	1
Jul 27	0	Sep 17	2	Nov 8	19	Dec 30	37	Feb 20	33	Apr 12	14	Jun 3	1
Jul 28	0	Sep 18	3	Nov 9	19	Dec 31	37	Feb 21	32	Apr 13	14	Jun 4	1
Jul 29	0	Sep 19	3	Nov 10	20	Jan 1	37	Feb 22	32	Apr 14	13	Jun 5	1
Jul 30	0	Sep 20	3	Nov 11	20	Jan 2	37	Feb 23	32	Apr 15	13	Jun 6	1
Jul 31	0	Sep 21	3	Nov 12	21	Jan 3	38	Feb 24	31	Apr 16	13	Jun 7	1
Aug 1	0	Sep 22	4	Nov 13	21	Jan 4	38	Feb 25	31	Apr 17	12	Jun 8	1
Aug 2	0	Sep 23	4	Nov 14	21	Jan 5	38	Feb 26	30	Apr 18	12	Jun 9	1
Aug 3	0	Sep 24	4	Nov 15	22	Jan 6	38	Feb 27	30	Apr 19	12	Jun 10	1
Aug 4	0	Sep 25	4	Nov 16	22	Jan 7	38	Feb 28	30	Apr 20	11	Jun 11	1
Aug 5	0	Sep 26	4	Nov 17	23	Jan 8	38	Feb 29	29	Apr 21	11	Jun 12	1
Aug 6	0	Sep 27	5	Nov 18	23	Jan 9	38	Mar 1	29	Apr 22	11	Jun 13	1
Aug 7	0	Sep 28	5	Nov 19	23	Jan 10	39	Mar 2	28	Apr 23	10	Jun 14	0
Aug 8	0	Sep 29	5	Nov 20	24	Jan 11	39	Mar 3	28	Apr 24	10	Jun 15	0
Aug 9	0	Sep 30	6	Nov 21	24	Jan 12	39	Mar 4	28	Apr 25	10	Jun 16	0
Aug 10	0	Oct 1	6	Nov 22	24	Jan 13	39	Mar 5	27	Apr 26	10	Jun 17	0
Aug 11	0	Oct 2	6	Nov 23	25	Jan 14	39	Mar 6	27	Apr 27	9	Jun 18	0
Aug 12	0	Oct 3	7	Nov 24	25	Jan 15	39	Mar 7	26	Apr 28	9	Jun 19	0
Aug 13	0	Oct 4	7	Nov 25	26	Jan 16	39	Mar 8	26	Apr 29	9	Jun 20	0
Aug 14	0	Oct 5	7	Nov 26	26	Jan 17	39	Mar 9	26	Apr 30	8	Jun 21	0
Aug 15	0	Oct 6	7	Nov 27	26	Jan 18	39	Mar 10	25	May 1	8	Jun 22	0
Aug 16	0	Oct 7	8	Nov 28	27	Jan 19	39	Mar 11	25	May 2	8	Jun 23	0
Aug 17	0	Oct 8	8	Nov 29	27	Jan 20	39	Mar 12	24	May 3	7	Jun 24	0
Aug 18	0	Oct 9	8	Nov 30	28	Jan 21	39	Mar 13	24	May 4	7	Jun 25	0
Aug 19	0	Oct 10	9	Dec 1	28	Jan 22	39	Mar 14	24	May 5	7	Jun 26	0
Aug 20	0	Oct 11	9	Dec 2	28	Jan 23	39	Mar 15	23	May 6	7	Jun 27	0
Aug 21	0	Oct 12	9	Dec 3	29	Jan 24	39	Mar 16	23	May 7	6	Jun 28	0
												Jun 29	0
												Jun 30	0

APPENDIX D
PIPELINE SAFETY ADJUSTMENT

APPLICABILITY

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

DESCRIPTION

The PSA shall recover Company'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.

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

Company'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 PSAs by Rate Schedule are set forth below:

<u>Rate Schedule</u>	<u>PSA (\$ per Therm)</u>
91	\$0.0000
92	\$0.0000
93	\$0.0000
94	\$0.0000
T95	\$0.0000
T96	\$0.0000
T98	\$0.0000

The current Pipeline Safety Adjustment rates are effective for the consumption months of December 1, 2007 through November 30, 2008 in accordance with Indiana Utility Regulatory Commission order issued under Cause No. 43208, approved October 10, 2007.