



[www.ure.com](http://www.ure.com)

15461 US Route 36 • PO Box 393

Marysville OH 43040-0393

(937) 642-1826 800-642-1826 • Fax (937) 644-4239

# **TERMS AND CONDITIONS FOR SUPPLYING NATURAL GAS SERVICE**

Effective 10/2000

Revised 09/04, 08/05, 03/06, 6/1/09, 6/1/13, 6/1/15, 7/1/18

## Table of Contents

<b>GENERAL STATEMENT</b> .....	4
<b>SECTION 1 – GENERAL</b> .....	5
<b>SECTION 2– SERVICE</b> .....	6
REQUIREMENTS FOR SECURING GAS SERVICE .....	6
TURNING ON GAS .....	6
SERVICE NOT TRANSFERABLE .....	7
CONTINUITY OF SERVICE .....	7
UTILIZATION FACTOR .....	8
PRIORITY AND CURTAILMENT OF SERVICE.....	8
SERVICE NOT TO BE DISTURBED .....	9
NO MEMBER SHALL SELL TO ANOTHER.....	9
ACCESS TO MEMBERS PREMISES.....	9
MEMBER'S RESPONSIBILITY.....	9
RIGHT OF WAY .....	10
CHARGES AND PAYMENT FOR TEMPORARY SERVICE .....	10
MEMBER INDEBTED TO COOPERATIVE.....	10
ESTABLISHMENT OF CREDIT/SECURITY DEPOSIT .....	10
RIGHT TO SHUT OFF GAS .....	12
CHANGE OF ADDRESS OR DISCONTINUANCE OF SERVICE.....	12
INFORMATION RELATIVE TO SERVICE .....	12
CHANGE OF TENANCY OR OWNERSHIP .....	12
<b>SECTION 3 – METERING AND BILLING</b> .....	13
QUANTITY OF GAS DELIVERED BY METER .....	13
BILLING PERIODS.....	14
PAYMENT OF BILLS.....	14
REMOVAL OF SERVICE BY COOPERATIVE .....	15
<b>SECTION 4 - COLLECTION AND DISCONNECT PROCEDURES FOR NONPAYMENT</b> .....	16
TERMINATION OF SERVICE FOR NONPAYMENT .....	16
RESIDENTIAL PAYMENT ARRANGEMENTS .....	16
NON-RESIDENTIAL PAYMENT ARRANGEMENTS .....	16
RECONNECTION OF NATURAL GAS SERVICE DISCONNECTED FOR NONPAYMENT .....	17

30 DAY MEDICAL CERTIFICATE .....	17
<b>SECTION 5 – PHYSICAL PROPERTY .....</b>	<b>17</b>
SERVICE LINES .....	17
PRESSURE REGULATORS .....	18
METER FURNISHED .....	18
METER LOCATION.....	18
ONLY COOPERATIVE CAN CONNECT METER.....	19
MEMBER’S EQUIPMENT AND INSTALLATION .....	19
APPLIANCES .....	20
STANDARDS FOR MEMBER’S PROPERTY .....	20
DISCONTINUANCE OF SUPPLY ON NOTICE OF DEFECT IN MEMBER’S PROPERTY.....	20
NO RESPONSIBILITY FOR MATERIAL OR WORKMANSHIP.....	21
INSPECTION OF ALTERED PIPING.....	21
RELOCATION OF FACILITIES FOR MEMBER CONVENIENCE .....	21
<b>SECTION 6 – EXTENSION OF DISTRIBUTION SYSTEM .....</b>	<b>21</b>
<b>SECTION 7 – SAFETY INFORMATION .....</b>	<b>22</b>
EXCESS FLOW VALVE MEMBER NOTIFICATION .....	22
WHAT YOU NEED TO KNOW.....	23
THEFT OF SERVICE .....	23
SCHEDULE OF FEES AND CHARGES .....	24

## GENERAL STATEMENT

The Cooperative's *Terms and Conditions for Supplying Natural Gas Service* to its Members are hereby adopted by the Board of Trustees.

As hereinafter used, "Member" shall be construed to be any Member or Member using Cooperative's natural gas service, and all of the following *Terms and Conditions for Supplying Natural Gas Service* are applicable to all Members of the Cooperative regardless of Membership status.

As hereinafter used, "Cooperative" is construed to mean the management of the Cooperative.

It shall be the responsibility of management to implement these *Terms and Conditions for Supplying Natural Gas Service* with such supplementary administrative rules, forms and/or specifications as may be necessary to properly enforce and carry out the intent of these *Terms and Conditions for Supplying Natural Gas Service* as well as administer and properly apply the Cooperative's natural gas rate schedules.

If a conflict occurs between any provision(s) set forth in these *Terms and Conditions for Supplying Natural Gas Service* and state or federal governmental regulatory authority, or laws of this state, the latter shall take precedence.

**COMMUNITY ENERGY RESOURCES COOPERATIVE**  
**A DIVISION OF**  
**UNION RURAL ELECTRIC COOPERATIVE, INC.**  
**NATURAL GAS RULES AND REGULATIONS**  
**GOVERNING THE DISTRIBUTION AND SALE OF GAS**  
**TERMS AND CONDITIONS OF SERVICE**

**SECTION 1 – GENERAL**

The Cooperative will operate its natural gas system in compliance with the rules and regulations set forth in DOT 49CFR, Part 192, and any applicable local codes. It is our goal to provide a safe, reliable, distribution system to our members.

**1. CONCURRENCES**

These Rules and Regulations are subject to and include as part thereof all orders, rules and regulations applicable to the Cooperative as from time to time issued or established by the Board of Trustees, a copy of which shall be available for inspection in the office of the Cooperative at 15461 US 36, Marysville, Ohio 43040 and on the Cooperative's website.

**2. AMENDMENTS**

The Cooperative reserves the right to modify, alter or amend the foregoing Rules and Regulations and to make such further and other rules and regulations as experience may suggest and as the Cooperative may deem necessary or convenient in the conduct of its business. Said new rules and regulations are to become effective, and will be added to the Cooperative's Terms and Conditions after approval by the Cooperative Board of Trustees.

## SECTION 2– SERVICE

### REQUIREMENTS FOR SECURING GAS SERVICE

- A. **Membership Application:** All Members shall be required to be a Member of the Cooperative by completing a formal application for gas service on the Cooperative's standard form. The application for gas service shall constitute a binding contract between the applicant and the Cooperative in conformance to these *Terms and Conditions for Supplying Gas Service*, and the applicable rate schedule.
- B. **Enrollment Fee:** Each Member shall be required to pay a non-refundable account set up fee to establish each account in the Member's name. No enrollment fee shall be charged to establish an account of a surviving spouse of a deceased Member or to relocate an existing service.
- C. **Security Deposit:** The Cooperative reserves the right to require a security deposit for a residential, commercial or industrial account.
- D. **Rate Schedule:** The Cooperative shall make the determination of the appropriate rate schedule.
- E. **Lease & Affidavit:** Members requesting service for disconnected services for nonpayment and/or delinquent services may be required to provide:
  - a. Notarized lease document showing name of lessee, address, landlord with contact info, list of all occupants, and start date of the lease
  - b. Signed affidavit stating that the person whose name the service was previously in no longer lives at the location and will not be living there in the future

### TURNING ON GAS

The member, after making proper application for service, shall notify the Cooperative when they desire service to be established. In no case, shall member or their agent or employee turn on the gas at the curb valve or the meter valve. Gas shall only be turned on upon the date specified following all applicable inspections and payment of applicable fees, or the earliest possible time thereafter, by an authorized agent of the Cooperative.

### **SERVICE NOT TRANSFERABLE**

No person may commence the use of gas until after making an application for service. In the event of violation of this provision, in addition to other rights of the Cooperative, such person shall be liable for all gas consumed in the premises subsequent to the time at which the Cooperative shall have made a final meter reading for a prior member. Any successor in interest to a member, including without limitation, heirs, executors, administrators, assignees, trustees, guardians, receivers and conservators, shall be deemed to be a person who must make application for service, provided that successors in interest whose rights arise from death or incompetence of the member shall have thirty (30) days in which to make application.

### **INFORMATION RELATIVE TO SERVICE**

Information relative to the service that will be supplied at a given location should be obtained from the Member. Cooperative will not be responsible for mistakes of any kind resulting from information given orally, over the telephone, or electronically. However, upon request, the Cooperative will promptly provide confirmation of said information in written form or electronically.

### **CONTINUITY OF SERVICE**

The Cooperative shall make reasonable provision to supply gas in sufficient quantity and at adequate and uniform pressure, but does not guarantee constant supply or adequate or uniform pressure. The Cooperative shall not be liable for damages in failure to supply gas or for interruptions in service, unless such failure or such interruption is due to negligence of the Cooperative or its employees. The Cooperative shall be relieved of its obligation to serve and may discontinue or modify service, if such failure or interruption is due to acts of God or the public enemy, military action, wars, insurrections, riots, civil disturbances, vandalism, strikes, fires, floods, washouts, explosions, acts or orders of any civil, judicial or military authorities having proper jurisdiction, public safety, and without limitation by the foregoing accidents, contingencies or other causes beyond the control of the Cooperative, except such as may be caused by negligence of the Cooperative or its employees.

Without incurring any liability therefore, the Cooperative may upon proper notice to its members, also suspend service for such periods as may be reasonably necessary in order to make repairs to or changes in its plant, transmission or distribution systems or other property. The Cooperative shall keep a record of any

interruption of service affecting its entire system or a major division thereof, including a statement of time, duration and cause of the interruption. When interruptions are planned, the Cooperative will attempt to notify each member affected by the interruption in advance of carrying out the contemplated work, and of approximately how long the interruption will last.

### **UTILIZATION FACTOR**

The Cooperative's major supply of natural gas is received from interstate and intrastate pipeline suppliers. Heating value and specific gravity of gases received from the suppliers varies between delivery points and from day to day. These variations are beyond the control of the Cooperative which can only dispatch the gases received.

### **PRIORITY AND CURTAILMENT OF SERVICE**

The Cooperative recognizes its primary public service obligation to domestic "Human Needs" members. When necessary, due to force majeure conditions, emergency requests, contractual limitations with our interstate gas provider, or at the request of any jurisdictional authority, the Cooperative shall curtail the supply of gas to any member hereunder to the extent necessary to maintain such domestic service.

When curtailment is necessary, the Cooperative shall curtail members in an orderly fashion giving consideration to the characteristics of the members' usage and market in the following order.

#### **Order of Curtailment**

First: Gas service to industrial, certain commercial or other members in the following order, giving consideration to maintenance gas requirements and availability of alternate fuels:

- (1) Service designated as interruptible
- (2) Service identifiable as curtailable
- (3) Remaining service to industrial members

Second: Gas service to schools, churches and similar institutions, federal, state, county, municipal and public buildings, office buildings, theatres, stores, restaurants, bakeries and all types of commercial establishments, Except: Gas service to members using gas in boarding and rooming houses, apartment buildings, hotels, hospitals and sanitariums and similar institutions where the element of human welfare and comfort are the predominant requirements.

Third: Remaining members with lowest priority usage being curtailed first, at the Cooperative's discretion.

Any member, after notification of partial or complete curtailment of their natural gas service, who does not cease usage shall be liable for all gas costs, fines, and/or penalties incurred by the Cooperative, as a result of their unauthorized usage,

#### **SERVICE NOT TO BE DISTURBED**

No member shall attach or use any appliance which may result in the injection of air, water or other foreign matter into the Cooperative's lines and, without prior approval from the Cooperative, no member shall attach or use any appliance which will increase or decrease the pressure in the Cooperative's lines intermittently to such extent as to interfere with continuous service to other members.

#### **NO MEMBER SHALL SELL TO ANOTHER**

The member shall not supply or sell gas for use in any premises other than that specified in their application for service.

#### **ACCESS TO MEMBERS PREMISES**

The Cooperative, its agents or its employees shall have the right to enter upon a member's premises only as may be required to make repairs to its equipment or to otherwise remove the source of emergency conditions that are, or that the Cooperative has reason to expect soon will be, endangering the safety, health or welfare of Cooperative employees, the general public, or the safety of the property of the Cooperative or others.

If visitation to the member's premises is sought for any other purpose, such visitation shall preferably be prearranged by telephone; however, if such prearrangement is not feasible, the Cooperative's agent or employee seeking entrance to the member's premises shall approach a responsible adult member of the household, shall identify himself to such person's satisfaction and shall state the reason for his proposed visitation. Entrance shall not be gained by force or subterfuge or by approach to a child or other irresponsible person. The Cooperative shall be responsible for any damage to the member's property arising from such visitation, whether negligently, willfully or inadvertently caused.

#### **MEMBER'S RESPONSIBILITY**

Member assumes all responsibility for property owned by the member on member's side of the "point of delivery" which shall be assumed to be, unless otherwise agreed, the outlet side of the curb valve. Member shall also be responsible for the service supplied or taken, as well as for the installation and appliances used in connection therewith, and will save Cooperative harmless from

and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on member's side of the point of delivery.

#### **RIGHT OF WAY**

Member, without reimbursement, will provide to the Cooperative a satisfactory easement across the property owned or controlled by member for Cooperative's distribution mains, extensions, laterals, or appurtenances necessary for the supplying of natural gas service.

#### **CHARGES AND PAYMENT FOR TEMPORARY SERVICE**

In addition to regular payments for gas used, the member shall pay the cost for all material, (less salvage), labor and other necessary expense incurred by the Cooperative in supplying gas service to the member at their request for any temporary purpose or use.

#### **MEMBER INDEBTED TO COOPERATIVE**

Service will not be supplied to any premises if at the time of application for service the applicant, or former member residing at residence, is indebted to Cooperative for service previously supplied at the same or other premises until payment of such indebtedness or other arrangement satisfactory to the Cooperative shall have been made.

#### **ESTABLISHMENT OF CREDIT/SECURITY DEPOSIT**

The Cooperative reserves the right to require applicants to satisfactorily establish financial responsibility and to make such advance payments and/or deposits as may be necessary for the protection of the Cooperative.

#### **Residential**

The Cooperative reserves the right to require a security deposit equal to 130 percent of the average monthly bill for the account based on the prior twelve months history, or an estimated twelve months usage. The security deposit shall be refunded provided the Member maintains a current payment status for twelve consecutive months or no longer receives service.

Security deposits shall be required for, but not limited to, the following:

- a. A beacon score of less than 650 at sign-up
- b. Intentional or unintentional damage to Cooperative property
- c. Disconnection of gas service for non-payment
- d. Filing protection under bankruptcy laws
- e. Theft of gas service
- f. Two returned checks for insufficient funds within a 12 consecutive month period.

#### Commercial/Industrial Security

- a. The Cooperative reserves the right to require a security deposit from a Member according to the Ohio Revised Code 4933.17.
- b. A surety bond may be furnished in lieu of a cash deposit for commercial and industrial members and if requested and if the member is qualified as acceptable by reputable insurance underwriters. A guaranteed arrangement for keeping the surety bond in force must be agreed upon and the minimum amount of the surety bond must be no less than twice the anticipated or current billing. The surety bond shall be subject to the approval of the Cooperative in its sole discretion and the bond shall be in the form as approved by the Cooperative, and shall specifically provide that it shall not be cancelled or otherwise rendered ineffective by principal thereof or the surety except upon sixty (60) days prior notice thereof given in writing to the Cooperative. Failure to have a valid bond in force and effect shall be considered a breach of contract for the furnishing of gas service to the member and the Cooperative shall, in its discretion, be entitled to any remedy as otherwise provided, but specifically including the right to terminate gas service.

The Cooperative reserves the right at any time to re-evaluate the adequacy of a deposit and/or credit worthiness of the member and adjust the deposit accordingly. Simple interest at 3% shall accrue on deposits held by the Cooperative.

Upon termination of gas service to any member for any reason, the security deposit is applied to any unpaid amount owed the Cooperative before refunding any remaining balance of the deposit to the member.

### **RIGHT TO SHUT OFF GAS**

The Cooperative shall have the right to discontinue service and the right to disconnect and remove from the premises of any consumer the meter and any other property belonging to the Cooperative for any of the following reasons or purposes:

- (1) Nonpayment of bills when due or within any grace period established or granted by the Cooperative in accordance with these rules and regulations.
- (2) Nonuse of gas for a period of 180 days or more except when reasons for such nonuse are made known to the Cooperative.
- (3) Fraudulent representation or practice, including misrepresentation on any application for service.
- (4) Whenever deemed necessary by the Cooperative for safety reasons, but with service to be restored as promptly as possible after suitable corrections are made
- (5) Willful or flagrant violation of these Terms and Conditions as they may be amended from time to time by the Cooperative or Rules and Regulations of any governmental authority having jurisdiction .
- (6) At the request of the member

### **CHANGE OF TENANCY, OWNERSHIP, OR DISCONTINUANCE OF SERVICE**

At such time as the Cooperative is notified of a change of tenancy, ownership, or member discontinues service, whether such notice is given by the member or otherwise, the Cooperative shall make a final meter reading and prepare a final bill. The former member is responsible for all service supplied to the premises until such notice has been given and Cooperative has had a reasonable time to make a final meter reading. Reasonable time is defined as being not less than two (2) regular business days after notification has been given to Cooperative.

- (1) Transfer of uninterrupted service to a new tenant or owner will be permitted, upon request of either the former member or the new occupant, providing the new tenant or owner properly applies for service and

satisfactorily meets all Cooperative requirements of an applicant for service.

- (2) Commencement of service to a new tenant or owner shall not be delayed or denied by Cooperative to such new tenant or owner, which has properly applied for service and has satisfied all proper Cooperative requirements for said service, because of nonpayment of final bill by former member.

### **AUTOMATIC TRANSFER OF ACCOUNT FROM RENTER TO PROPERTY OWNER**

A Member who owns a residence or business but rents it to other Members periodically may have the account automatically revert to his name without disconnection at the request of the renter, by completing the appropriate form available at the Cooperative's office.

## **SECTION 3 – METERING AND BILLING**

### **QUANTITY OF GAS DELIVERED BY METER**

Gas will be measured by a meter installed by the Cooperative, which shall be and remain the property of the Cooperative. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration, at standard pressure, and bills shall reflect the consumption so registered. Readings at a higher pressure will be corrected by multiplying factors or metering devices converting the reading into standard pressure values. Any mistake in reading the registration, however, shall not affect the member's obligation to pay for gas consumed as determined by a corrected reading of the registration.

Without prejudice to its providing metered service, where warranted the Cooperative may provide natural gas light service on a non-metered basis, using for billing purposes the approximate average consumption of such appliance at the rate applicable in the area.

When the meter is not read, the Cooperative may estimate the quantity of gas consumed and render a bill for such quantity; however any such bill shall convey the information that it is "estimated" and that correction of errors will be made upon the next actual meter reading.

During any period that incorrect or no registration can be established, the meter readings and bills based thereon shall be adjusted by the Cooperative on the basis of all available information concerning the use of gas by the member. If, as the result of such adjustment, overpayments or underpayments are shown to have occurred, the Cooperative shall reimburse the member in the amount of such overpayments and the member shall pay the Cooperative the amount of such underpayments, in either case, such adjusted payments shall not be for a period in excess of three (3) months. The Cooperative shall continue to supply gas to the member and the member shall continue to pay the amounts billed pending adjustment.

### **Meter Accuracy**

A meter registering between three percent (3%) fast and three percent (3%) slow of accurate as determined by testing, shall be deemed to be registering correctly. A meter registering incorrectly shall be repaired or replaced by the Cooperative at its expense.

At the request of any member, the Cooperative shall have their meter tested, and, if so desired, in their presence, with a certified and sealed meter prover. If the meter is found to be correct, as above defined, the member shall be charged all applicable fees as defined in Schedule of Charges. If the meter is found to be incorrect, as above defined, the member shall not be charged any fees. The date of re-inspection shall be stamped on the meter or recorded. If the member desires another test within twenty four (24) months of the last re-inspection, member must deposit a sum covering all applicable fees for the re-inspection before same shall be conducted. Such deposit shall be refunded if meter registration is found incorrect or will be retained by the Cooperative if no defect is found.

### **BILLING PERIODS**

Bills ordinarily are rendered regularly at monthly intervals. Non-receipt of bills by member does not release or diminish the obligation of a member with respect to payment thereof; however, no late payment charge or penalty will be assessed if delay in payment was occasioned by delay in receipt of the bill.

### **PAYMENT OF BILLS**

Bills may be paid by the member by mail, addressed to PO Box 393, Marysville, OH 43040 or at the office of the Cooperative, at 15461 US 36, Marysville, Oh, 43040, during its regular office hours. Any remittance received by mail at any office of the Cooperative bearing U.S. Postal Service cancellation date corresponding with the day of the net payment period will be accepted by the Cooperative as within the net payment period.

A night depository is provided for the convenience of the Members. Payments received in the Cooperative's night depository are considered as a payment made on the following day.

Payments can be made electronically at our website "[www.ure.com](http://www.ure.com)". Payment settling times may vary, please contact the office with questions.

Cash, personal checks, money orders, credit card (Visa & MasterCard only), bank drafts and electronic checks are acceptable forms of payment. Members can make payments 24/7, by calling our automated pay-by-phone service at (877) 999-3413. The account number and Personal Identification Number (PIN) is required to use this service. The Cooperative is not responsible for discrepancies in cash payments made by mail or in the night depository. Two party checks will not be accepted. Members who have had two or more checks returned for insufficient funds shall be required to make future payments by cash or money order. The Cooperative may charge the Member a fee for all checks returned for insufficient funds.

In the event of an accounting/billing error, an adjustment shall be made retroactive to the date of the highest confidence, limited to a maximum of the prior 12-month period to account for and correct the error. If the Member owes the Cooperative, payment arrangements may be made with mutually agreed terms. If the Cooperative owes the Member, the Member's account shall be credited the amount of the error calculated up to the 12 month period.

#### **REMOVAL OF SERVICE BY COOPERATIVE**

At the option of the Cooperative, the Cooperative shall have the right to shut off the gas and to remove its property from the member's premises and the Cooperative shall have the further right independent of or concurrent with the right to shut off, to demand immediate payment for all gas theretofore delivered to the member and not paid for, which amount shall become due and payable immediately upon such demand, when the member vacates the premises, becomes bankrupt or a receiver, trustee, guardian, or conservator is appointed for the assets of the member, or the member makes assignment for the benefit of creditors. This provision shall not be construed to give the Cooperative the right to discontinue gas service to the residence of a member who is the owner, or part owner, of a business that has become bankrupt unless the Cooperative can show that neither the member nor others, acting on their behalf, can or will pay for the gas consumed at such residence.

## **SECTION 4 - COLLECTION AND DISCONNECT PROCEDURES FOR NONPAYMENT**

### **TERMINATION OF SERVICE FOR NONPAYMENT**

Accounts, which are delinquent more than 30 days, are subject to having their natural gas service disconnected. The Cooperative, prior to disconnecting said delinquent service, shall issue a balance forward on the monthly bill indicating the delinquent amount, which shall serve as the delinquent notice at least 10 days prior to the date for disconnection. Failure of the Member to receive the bill/notice does not relieve the Member of responsibility for timely payment.

If the delinquent amount of the account is not fully paid prior to the disconnect date indicated on the delinquent notice, the natural gas service may be terminated without any further notice to the Member.

If payment has not been received in the Cooperative office prior to the date of disconnection, the Cooperative may attempt to collect the delinquent amount or service will be terminated for non-payment. If the Cooperative dispatches an employee or agent to the service address to collect payment\* a collection fee will be charged according to the current Schedule of Fees and Charges.

\*To comply with the Federal Red Flag Rules regarding identity theft and for employee safety, payments will not be accepted in the field. During the collection visit, members will be directed by the employee or agent to contact the office to make payment or to make payment online at [www.ure.com](http://www.ure.com).

The Cooperative will only disconnect natural gas service for nonpayment during normal business hours. The Cooperative will not disconnect for nonpayment after 12:30 PM on days preceding holidays or on Fridays.

### **RESIDENTIAL PAYMENT ARRANGEMENTS**

The Cooperative reserves the right to offer a two-week extension on payment of the delinquent amount from the date of disconnection for nonpayment in addition to full payment of the current month billing.

### **NON-RESIDENTIAL PAYMENT ARRANGEMENTS**

The Cooperative reserves the right to offer payment arrangements for non-residential delinquent accounts. Any payment arrangements for non-residential delinquent accounts shall be unique to that Member.

Members failing to meet the commitments on any payment arrangement are in default of their payment arrangement and shall be subject to immediate termination of natural gas service.

### **RECONNECTION OF NATURAL GAS SERVICE DISCONNECTED FOR NONPAYMENT**

Accounts, which have been disconnected for nonpayment, shall be reconnected following payment in full of the delinquent amount, the current billing, a security deposit and any applicable fees. A reconnect fee shall be assessed for any service disconnected for non-payment according to the Schedule of Fees and Charges.

### **30 DAY MEDICAL CERTIFICATE**

Any Member subject to termination of their natural gas service for non-payment with a medical condition dependent upon natural gas service that without natural gas service would be “Especially Dangerous or Life Threatening” to the health of the Member, family Member residing in the home or individual under the care of the Member, is required to have a licensed physician or local Board of Health physician complete a 30 Day Medical Certificate. Provided the 30 Day Medical Certificate is completed by a licensed physician or local Board of Health physician and returned to the Cooperative office within seven days of the Member’s request for special consideration, natural gas service shall not be terminated for non-payment during the term of the certificate. The 30 Day Medical Certificate is renewable three consecutive times for a maximum of 90 days.

## **SECTION 5 – PHYSICAL PROPERTY**

### **SERVICE LINES**

The general term “service line” is commonly used to designate the complete gas piping and connection from the Cooperative gas main line up to and including the gas meter outlet. It consists of two distinct parts: (1) the Cooperative’s service line connection and (2) the Member’s service line. The entire service line shall be installed and maintained in compliance with Federal DOT Rules and Regulations CFR Part 192, applicable State regulations, and the Cooperative.

- (1) Service Line Connection. The service line connection consists of the connection at the main, necessary pipe and appurtenances to extend to either the Member’s property line, excess flow valve, and/or curb valve location and curb box. This connection shall be made by the Cooperative at its expense , and remains the property of the Cooperative.

- (2) Member Service Line. The member service line consists of the pipe from the outlet of the curb valve or property line, extending to and including the meter manifold. The member's service line shall be installed and maintained at the member's expense, and it shall be and remain the property of the member. All service lines must be installed to the Cooperative specifications, required inspections, and agreeable termination point. The Cooperative shall not be liable for any imperfections therein or for any damage, injury or loss resulting, directly or indirectly, from the escape of gas therefrom.
- (3) New members have the option of installing their portion of the gas service line or to enter into an agreement for the Cooperative to install it at member's expense. The Cooperative may install Commercial service lines at their expense, if supplied load information determines it economically feasible.
- (4) The Cooperative shall not be responsible for any property reclamation associated with the installation of the service line.

#### **PRESSURE REGULATORS**

Where service is provided from high or medium pressure distribution lines, Cooperative approved pressure regulator(s) will be installed upstream of the gas meter to reduce the higher gas pressure to the desired delivery pressure. Safety overpressure protection devices shall be included or installed with the pressure regulators. After installation, the regulators and safety devices shall become property of the Cooperative to maintain or replace as needed.

#### **METER FURNISHED**

The Cooperative will furnish each member with a meter of such size and type as the Cooperative may determine will adequately serve the member's requirements and such meter shall be and remain the property of the Cooperative. The Cooperative shall have the right to replace it or test it for accuracy as the Cooperative may deem necessary. For our commercial members, the Cooperative will construct or cause to construct a pre-fabricated meter manifold, designed to the member's requested specifications, and at the member's expense. The member or their representative will be responsible for the installation of the meter manifold.

#### **METER LOCATION**

The Cooperative shall determine the location of the gas meter. If changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Cooperative may require the member, at the member's expense, to

relocate the meter setting together with any portion of the member's service line necessary to accomplish such relocation. The Cooperative shall at its own expense, relocate the gas meter to the new setting. If exposed to vehicular traffic or other hazards, the Cooperative will require the Member to install adequate protection around the meter setting to protect it from any probable hazards. Meters will normally be install outdoors in an accessible location

#### **ONLY COOPERATIVE CAN CONNECT METER**

The owner or member shall not permit anyone who is not an employee or authorized agent of the Cooperative to connect or disconnect the Cooperative's meters, regulators or reading correctors or in any way alter or interfere with the Cooperative's meters, regulators or reading correctors .

#### **MEMBER'S EQUIPMENT AND INSTALLATION**

The member shall furnish, install and maintain at their expense the necessary member's service line extending from the Cooperative's service connection at the curb valve or property line to the building or place of utilization of the gas service.

The installation of the member's service line shall be made in accordance with the requirements of the constituted governmental authorities and the Cooperative's specifications covering location, installation, kind and size of pipe, type of pipe coating or wrapping and method of connecting the joints of pipe. The location shall be the point of easiest access to the Cooperative from its facilities and the Cooperative shall be consulted and its approval obtained before the installation is made.

In the installation of the service line, the member shall not install any tees or branch connection and must leave the trench open and pipe uncovered until it is examined by an inspector of the Cooperative and shown to be free from any irregularity or defect. The member shall not make any change in or interfere with their service line without the consent of the Cooperative.

In all cases where practical, the member's service shall not be installed entering a building underground but shall be brought up out of the ground with a riser and entrance made to the building through the wall or foundation a minimum of six inches (6") above the ground.

The member shall furnish, install and maintain at their expense the necessary house piping, connections and appliances and same shall be installed in accordance with the requirements and specifications of the Cooperative as compiled and approved by the American Standards Association, the current or latest editions of the National Fuel Gas Code, the International Fuel Gas Code,

the American Gas Association and other similar bodies and any revisions of the American Gas Association and other similar bodies, and any revisions thereof which are herewith incorporated by reference as a part of the Cooperative's Rules and Regulations where applicable, and when not in conflict with the requirements of the constituted authorities. House piping is defined as all piping and appliances downstream of the Cooperative's meter.

## **APPLIANCES**

No appliances shall be used which are not of a standard design and which have not been approved by the American Gas Association or a similar or equally qualified agency and the Cooperative. All appliances shall be installed and operated according to the manufacturer's specifications or governing authority. Pressure regulators shall be installed on all appliances or house piping where recommended by the manufacturer or where necessary, to enable the Cooperative to provide safe gas service.

## **STANDARDS FOR MEMBER'S PROPERTY**

The member's service line, house lines, fittings, connections and appliance venting shall be installed with materials and workmanship which meet the reasonable requirements of the Cooperative and shall be subject to inspection or test by the Cooperative or by a duly authorized public authority. The Cooperative shall have no obligation to establish service until after such inspection and test demonstrates compliance with such requirements of the Cooperative, with respect to the facilities in place at the time of the test. The first inspection or test at any premises, including both service lines and house lines, shall be without charge. In the case of leak, error, patent defect or other unsatisfactory condition resulting in the disapproval of either line by the Cooperative, the necessary correction shall be made at the member's expense and then the lines will be re-inspected and tested again by the Cooperative. Each additional inspection and test, when required after correction, shall be subject to a charge covering the cost.

## **DISCONTINUANCE OF SUPPLY ON NOTICE OF DEFECT IN MEMBER'S PROPERTY**

If the member's service line, house lines, fittings, valves, connections, gas appliances or equipment on a member's premises are defective or in such condition as to constitute a hazard, the Cooperative may discontinue the supply of gas to such appliances, equipment, or other gas lines until such defect or condition has been rectified by the member in compliance with the reasonable requirements of the Cooperative.

### **NO RESPONSIBILITY FOR MATERIAL OR WORKMANSHIP**

The Cooperative is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in the member's service line, house lines, fittings, valve connections, equipment or appliances and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship, unless work was performed by the Cooperative's employees and Cooperative was reimbursed for such work performed.

### **INSPECTION OF ALTERED PIPING**

It shall be the duty of the member to notify the Cooperative promptly of any additions, changes, alterations, remodeling or reconstruction affecting gas piping or gas metering on the member's premises.

### **RELOCATION OF FACILITIES FOR MEMBER CONVENIENCE**

If the member requests the relocation of Cooperative's facilities for their convenience and the Cooperative agrees to perform the relocation, the member shall pay all costs associated with the relocation.

## **SECTION 6 – EXTENSION OF DISTRIBUTION SYSTEM**

1. Applicants for new service will be classified as follows:
  - a) Class 1 – Residential loads utilizing gas as the major source of energy for space heating and for base loads such as water heating, cooking, drying, etc.
  - b) Class 2 – Residential base load use only
  - c) Commercial – Any other non-residential gas utilization load
2. The Cooperative may extend its distribution mains on any dedicated street, highway or provided right-of-way, the following footage without cost to the Applicant, dependent upon all applicable circumstances:
  - a) Class 1 – 150 ft.
  - b) Class 2 – 100 ft.
  - c) Commercial – footage to be determined by the supplied load information and economic feasibility

Additional main line required by the Applicants beyond their extension allowance will require the Cooperative to receive detailed load information to determine the estimated revenue generated from the Applicant's request. The Cooperative will calculate a "contribution in aid of construction" (CIAC) based upon the cost to provide gas service to the Applicant. . The CIAC is non-refundable and must be paid prior to the Cooperative constructing new main line facilities. The CIAC charge does not include individual tap fees, service lines or meter manifold unless otherwise noted by the Cooperative.

Residential and Commercial real estate plats or subdivision Applicants must enter into an Agreement for Service that details the Cooperative's terms and conditions for providing natural gas service. The Cooperative will analyze the Applicants detailed load information and site plans to determine its cost to serve the facility and arrive at the CIAC that would be charged to the Applicant. Should the Applicant abandon or not follow through with its site development within twenty-four months after the Cooperative installs the gas main facilities, the Cooperative reserves the right to charge the Applicant for the balance of its cost to serve the facility. The Cooperative shall have no obligation to make any extensions during the months of December, January, February or March.

New members requesting a mainline extension for gas service, must utilize the gas service within 12 months or the Cooperative reserves the right to charge for reimbursement of their costs of the extension. New members requesting a service line connection, must utilize gas service within 90 days or be subject to our minimum monthly fee. New service line connections installed at the Cooperatives convenience, (ex: Installed during mainline installation in a plotted subdivision) may not be subject to the minimum monthly fee.

## **SECTION 7 – SAFETY INFORMATION**

### **EXCESS FLOW VALVE MEMBER NOTIFICATION**

Excess Flow valves (EFV) which meet new Federal DOT governmental standards are available to be installed in single existing residential or small commercial gas service lines, which operate continuously at or above 10 psig and with a total anticipated load below 1000 scfh. An excess flow valve is a safety device designed to automatically shut off or greatly reduce the flow of natural gas if the service line becomes damaged, resulting in blowing gas or service line breaks. Potential safety benefits that may be derived from installing

an EFV in your service line, include a reduced chance of fire, explosion, personal injury or property damage resulting from excavation related or other significant accidents. An EFV does not protect against slow leaks resulting from corrosion, threaded joints, or against house piping leaks which develop beyond the meter assembly.

CERC has been installing EFV's on all new applicable service lines since January 2008, and will continue to do so. Members with qualifying service lines installed prior to 2008, have the option to install an EFV on their existing service. Excess flow valve installation is not mandatory. If you decide to have an EFV installed on your gas service line, you must pay all costs associated with installation and any possible future maintenance and replacement costs. Initial installation, maintenance, and replacement costs can range from \$500 to \$700, mostly due to excavation costs.

To see if you qualify for (and/or) to schedule an EFV installation, please contact our office at 1-800-642-1826 to speak to a representative.

#### **WHAT YOU NEED TO KNOW**

- The member is responsible for the maintenance of all gas piping from the gas meter to all appliances.
- Buried gas piping which is not maintained may be subject to the potential hazards of corrosion and leakage.
- For your safety, all buried piping should be periodically inspected for leaks. If the buried piping is metallic, it should also be periodically inspected for corrosion.
- If an unsafe condition is found, the gas piping will need to be promptly repaired.
- When digging near buried gas piping, the piping should be located in advance of digging.
- To Obtain Help: Plumbers and heating contractors can assist in locating, inspecting and repairing member's buried piping.

#### **THEFT OF SERVICE**

Meter tampering or bypassing for the unlawful procurement of natural gas is illegal and prohibited by the Cooperative. The member whose meter has been tampered with or bypassed to receive the stolen natural gas will be held responsible for the theft. The Cooperative will take all reasonable steps, including the filing of a civil lawsuit if warranted, to obtain reimbursement for the loss of revenue and all associated costs with the energy theft.

**SCHEDULE OF FEES AND CHARGES**

DESCRIPTION OF SERVICE FURNISHED

- 1. Enrollment Fee.....\$10
- 2. Trip Charge - During business hours .....\$35
- 3. Trip Charge - After business hours .....\$100
  - a. To Disconnect or Reconnect service at member’s request
  - b. To Collect or Disconnect Delinquent Account (per trip)
  - c. To Reconnect Service when Disconnected for Non-Payment of Bill
  - d. To Disconnect Service due to violation of Rules or Regulations
  - e. To Reconnect Service due to violation of Rules or Regulations
- 4. Testing of Meter When Requested by Member:
  - a. If meter is found more than 3% slow or fast (not accurate).....  
..... No Charge
  - b. If meter is slow or fast by 3% or less (accurate)
    - Residential .....\$100
    - Commercial ..... Cost of Test
- 5. Return Check ..... \$35
  - Installation of excess flow valve on existing res. service..... \$500 - \$700  
(member will be billed for actual costs)

APPROVED BY BOARD OF TRUSTEES:

JEFFREY WILSON, CHAIRMAN

EFFECTIVE: October, 2000

REVISED: September, 2004; August, 2005; March, 2006; June, 2009, 6/01/2012,  
6/1/2013, 5/1/2014, 6/1/2015, 7/1/2018