



TERMS AND CONDITIONS FOR SUPPLYING NATURAL GAS SERVICE

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GENERAL STATEMENT

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

As hereinafter used, "Member" shall be construed to be any 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 The Cooperative 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.

SECTION I - REQUIREMENTS FOR SECURING NATURAL GAS SERVICE

A. MEMBERSHIP APPLICATION:

All prospective Members shall be required to become a Member of the Cooperative by completing a formal application for natural gas service on the Cooperative's standard form. The application for natural gas service shall constitute a binding contract between the applicant and the Cooperative in conformance to these *Terms and Conditions for Supplying Natural Gas Service*, and the applicable rate schedule.

B. ENROLLMENT FEE:

Each Member shall be required to pay a non-refundable membership set up fee. No enrollment fee shall be charged to establish a membership of the surviving spouse of a deceased Member.

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

1. Notarized lease document showing name of lessee, address, landlord with contact info, list of all occupants, and start date of the lease
2. Signed affidavit stating that the person whose name the service was previously in no longer lives at the location

SECTION II - NEW SERVICE/LINE EXTENSIONS

A. GENERAL SERVICE REQUIREMENTS:

A pre-construction meeting with a URE representative is required for any new natural gas service or line extension. The purpose of the meeting is to determine the location of the natural gas facilities including metering equipment and establish any applicable amount of Contribution in Aid of Construction (CIAC). A driveway must be established, and property pins must be installed and identified prior to the pre-construction meeting. Line extensions will normally be located along lot lines when appropriate. The Cooperative shall have sole discretion as to the location of all distribution facilities. Variance to Cooperative recommended location of distribution facilities may result in an additional CIAC charge to recover any additional expense to the Cooperative. If any property damage occurs as a result of the deviation, repairs are at the member's expense.

The Cooperative will extend up to 150 feet of main line along and immediately adjacent to any existing road right of way with limits having been legally dedicated for public use by a governmental authority.

The prospective Member, Builder or Developer requesting service shall provide an accurate site map indicating the proposed or existing structures, driveways, parking lot, leach field and any other underground facilities to assist with the engineering of the natural gas service and easement.

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. Cooperative 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.

New members may have an approved by the Cooperative contractor install the member service line or enter into an agreement for the Cooperative to install it at the member’s expense, if supplied load information determines it economically required.

All natural gas facilities owned by the Cooperative shall remain its property unless otherwise agreed to in writing.

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.

The Cooperative will furnish each residential member with a meter of such size and type as the Cooperative determines 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 prefabricated meter manifold with meter, designed to the member's requested specifications, and at the member's expense. The Cooperative will assist the member or their representative with the installation of the meter manifold.

The Cooperative or the Cooperative's Authorized Agent is the only one allowed 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.

The Cooperative reserves the right to require adequate protective posts or barriers at the expense of the Member where natural gas facilities are installed in areas of vehicular traffic.

The Member shall provide an unobstructed path at the Cooperative's specified width for line extensions. For line extensions the path must be within six inches (6") of final grade before the Cooperative will install any facilities. The Cooperative is not responsible for excavation settlement after construction.

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.

The Cooperative reserves the right to assess the Member a trip charge for any additional trips to the job site caused by issues attributable to the member. Additionally, the Cooperative reserves the right to **shut the natural gas service off** if hazards are present that could compromise the safety of personnel, equipment or the public.

The Cooperative, its agents or its employees shall have the right to enter upon a member's premises only as may be required to inspect, 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.

B. UTILITY EASEMENT AGREEMENT

At the discretion of the Cooperative, an easement may be required for natural gas facilities. Easement(s) must be executed by the property owner(s) on the Cooperative's standard utility easement agreement. If the Member is not the owner of the property to be supplied with natural gas service or utility easement must be obtained from any adjoining property owners, the Member shall be ultimately responsible for obtaining all necessary utility easements from any and all property owners necessary to furnish said natural gas service.

The member shall grant to the Cooperative and the Cooperative will maintain easement(s) and/or road right-of-way according to its specifications with the right to cut, trim and control the growth of vegetation using mechanical or chemical methods within the easement and/or road right-of-way or that may interfere with or threaten to endanger the operation or maintenance of the Cooperative's natural gas facilities.

No fence, guardrail, wall, rocks, or other obstruction shall be placed near above ground equipment (e.g., regulators, meters, etc.) that would limit the Cooperative from performing operation, maintenance, or repair of the equipment. This includes any tree, shrub, bush, or other vegetation that would have to be removed to operate, maintain, or replace equipment. The minimum clearance is three (3) feet from the equipment. Additionally, a member shall not cover (even partially) any of these devices with plants, mulch, dirt, rocks, artificial rocks, or other landscaping as this prevents them from being quickly located, safely operated, as well as accelerating their corrosion. The Cooperative shall not be responsible for replacing shrubs, plants, fences, wall screenings, or other obstructions that need to be removed for maintenance or restoration work.

The Cooperative reserves the right to require adequate protective posts or barriers at the expense of the Member where natural gas facilities are installed in areas of vehicular traffic.

C. INSPECTIONS AND PERMITTING

Proof of Authority to Turn on Gas Service pass ticket from government authority shall be required prior to turning on any natural gas service.

If no governmental authority has jurisdiction over the installation, the Cooperative will test the gas service.

When the Cooperative deems that a potentially hazardous condition exists, it may refuse to turn on the Member's service until the Member remedies any deficiencies.

D. SAFETY INFORMATION

1. EXCESS FLOW VALVE 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.

E. RESIDENTIAL DEVELOPMENTS

Residential Developments (subdivisions) are defined as single family homes or condominiums that meet the following criteria:

- The development is recorded and platted by the Developer with all required natural gas and other utility easements clearly defined.
- Lots are served by dedicated public roadways maintained by a governmental authority.

In addition, residential developments must also meet both of the following criteria:

- Average density of no less than two single family residences per acre.
- Provides 15 building lots or more.

The Developer and the Cooperative shall execute a written Developer Agreement outlining payment requirements and other terms of construction and service prior to facilities being installed.

The Cooperative shall calculate a contribution-in-aid of construction to cover a minimum of 40% of the cost to install the mainline infrastructure, based on the Cooperative's standard installation practices. If the homes are going to be constructed with natural gas heat and natural gas water heaters, the CIAC may be reduced accordingly.

For developments that do not meet the criteria of a residential plat, the Cooperative shall determine the requirements for installation of its facilities and, at its sole discretion, may require a contribution in aid of construction of up to 100%. Any required CIAC shall be paid in full prior to the installation of the Cooperative's primary facilities.

The Cooperative may wave the CIAC if there is available competition to serve.

The Cooperative shall have no obligation to make any extensions during the month of December, January, February, and March.

F. COMMERCIAL DEVELOPMENTS

Commercial Developments shall be defined as a large tract of land developed for the express purpose of locating multiple businesses and industries. The Cooperative shall locate and install facilities within platted and recorded easements designated for natural gas utilities. The Developer will be required to pay a contribution-in-aid of construction for the installation of Cooperative facilities –to be determined through an economic analysis of the proposed business revenues and cost to serve. Individual businesses or industries may be required to provide additional CIAC for their services which is beyond the primary distribution provided to the development.

The location of the natural gas facilities for any type of development shall be based on sound engineering standards and least cost approach to the Cooperative. Any variance to the location of the facilities by the Developer or other controlling authorities may result in additional contribution in aid of construction assessed to the Developer to recover any additional expense to the Cooperative.

The Developer must sign an Agreement for Natural Gas Facilities.

The Cooperative shall have sole discretion of charging a CIAC based on a percentage of a minimum of 40% up to 100% of the total estimated cost to install facilities. The amount of the CIAC shall be determined at the sole discretion of the Cooperative. The CIAC must be paid in advance of the installation of facilities.

The Cooperative may wave the CIAC if there is available competition to serve.

The Cooperative shall have no obligation to make any extensions during the month of December, January, February, and March.

G. 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.

SECTION III - USE AND RESPONSIBILITY OF Natural Gas SERVICE

A. USE OF NATURAL GAS

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.

The Cooperative or the Cooperatives Authorized Agent are the only entities authorized to turn the gas service on at any location.

The natural gas supplied by the Cooperative is for the exclusive use of the Member on the premises to which such energy is delivered by the Cooperative. Service shall not be shared with another, sold to another or transmitted off the premises unless approved by the Cooperative. If this restriction is violated, the Cooperative reserves the right to discontinue service without notice.

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.

The Member's natural gas equipment shall be operated and controlled so as not to cause disturbances on the Cooperative's system or to be detrimental to the service furnished by other Members of the Cooperative.

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.

B. MEMBER RESPONSIBILITY

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.

To Obtain Help: Plumbers and heating contractors can assist in locating, inspecting and repairing member's buried piping.

The Member shall be responsible for notifying the Cooperative of any plans for adding any additional load to the facilities of the Cooperative. The Cooperative will evaluate the existing regulator and meter to determine if they will need to be changed out.

Excavation and One-Call Requirements

- By state law, before any excavation begins, Members or their Contractors are required to follow the State's one-call procedure. Members/Contractors can familiarize themselves with the requirements of the procedure by contacting Ohio 811/OUPS at 1-800-362-2764 or the www.OUPS.org website.
- To simplify the "Call Before You Dig" calling process, Members/Contractors can call 8-1-1 to route their call to Ohio811/OUPS or enter a ticket on-line via the OUPS.org website. By law, excavators must contact OUPS at least 48 hours prior to excavation. Be aware that private member owned private lines will not be marked as a result of contacting 811. Members need to make arrangements to have their own facilities marked by a contractor of their choice.

The Member shall be responsible at all times for the safekeeping of all Cooperative property installed on the Member's premises and to that end shall give no one, except authorized Cooperative employees, access to such property.

The Member shall be liable for the cost of repairs or damage to the Cooperative's property on the Member's premises resulting from the negligence of, or misuse by the member or any party other than Cooperative employees. In the event of damage to the Cooperative's property on the Member's premises, the Cooperative may require a reasonable security deposit to ensure payment for repairs in the event of future damage.

Members shall not construct, install, or permit the construction or installation of any building, structure, enclosure, fence, wall, deck, landscaping, or other improvement that

encloses, obstructs, restricts access to, or otherwise interferes with Cooperative owned equipment. Cooperative equipment must remain fully accessible at all times for operation, inspection, maintenance, repair, replacement, and emergency response.

Any enclosure or construction installed without the prior written approval of the Cooperative shall be subject to removal or modification at the Member's sole expense. The Cooperative reserves the right to require the relocation of Cooperative facilities or the Member's facilities, at the Member's expense, if access is restricted or if the installation creates a safety concern. The Cooperative may disconnect service without notice if such construction or enclosure presents a hazard to Cooperative personnel, the Member, the public, or the natural gas system.

Members shall not install or construct buildings, structures, signs, flagpoles, light standards, antennas, aerials, or similar items over the Cooperative's facilities. All installations must allow for safe maintenance of the facilities in accordance with DOT 49CFR, Part 192, Public Utility Commission of Ohio, and all other codes and standards.

1. TAMPERING, ACCESS, AND RIGHT OF ENTRY

Members will be held responsible for tampering with, interfering with meters, or other Cooperative equipment installed on the Member's premises. The member hereby agrees that no one except the employees of the Cooperative shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which is the property of the cooperative.

The Cooperative shall have the right during regular working hours and in emergencies to enter the premises of the consumer for the purpose of installing, reading, removing, testing, replacing or otherwise disposing of the apparatus and property, and the right of entire removal of the cooperative's property in the event of the termination of the contract for any cause. The Member will keep the area where the Cooperative's apparatus and property are located free from obstruction, danger and/or safety hazards. The Cooperative maintains the right to request the relocation of the members' service at the expense of the Member. The Cooperative's agent will, upon request, show credentials and state the reasons for requiring access.

2. LIMITATION OF LIABILITY

The Cooperative shall not in any event be liable for loss injury or damage to any person or property whatsoever, resulting directly or indirectly from the Member's use, misuse, equipment, or presence of the said natural gas on the Member's premises or elsewhere, after it passes the Cooperative's metering equipment; or for any loss or damage resulting from the presence of said natural gas. The Cooperative retains all responsibility only with respect to the actions of its employees in connection with property owned by the Cooperative.

3. CONSTRUCTION CREW TRIP CHARGE

When a Member requests a service installation and confirms that the site is ready for the Cooperative to perform the work, but a construction crew is dispatched and is unable to proceed because the site is not ready, inaccessible, unsafe, or otherwise not prepared in accordance with Cooperative requirements, the Member may be assessed a Construction Crew Trip Charge.

Conditions that may result in this charge include, but are not limited to:

- Member facilities or equipment are incomplete or not compliant with Cooperative standards.
- Member-installed equipment is not installed or is improperly installed.
- Access to the service location is restricted, including locked gates or blocked work areas.
- The service location is not clearly identified or marked.
- The work site is unsafe for crew access or operation.

This Charge is intended to recover costs associated with mobilizing personnel, vehicles, and equipment. The applicable charge will be assessed in accordance with the Cooperative's Schedule of Fees and Charges in effect at the time of the trip.

C. METER ACCURACY

The Cooperative will maintain an accuracy of its meters of plus or minus three percent in accordance with the Ohio Revised Code. The Cooperative, by employees or its agents, may visit the service and visually read the meter as deemed necessary by the Cooperative.

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.

D. ESTIMATED BILLS

On occasion, the Cooperative will have a need to estimate member bills. Estimates for a service will be based on past use or the most appropriate use information available to the Cooperative.

E. IDLE SERVICES

Any service that has been disconnected for a period longer than 90 days will be classified as abandoned and is considered an Idle Service. The Cooperative will attempt to contact the property owner to determine the future need for natural gas service when services have been disconnected and left idle. The Cooperative, at its discretion, may remove the idle natural gas facilities. If an idle service is removed and service is requested in the future at that location, the request will be treated as a new service. All costs associated with the installation of the new service will be calculated in accordance with the line extension policy in effect at the time of the request.

F. HIGH DEMAND EQUIPMENT

If interested in using high-demand equipment such as on demand water heaters, pool heaters or other such equipment, it is recommended to contact the Cooperative to understand the impact of these installations. At times, a contribution in aid of construction may be required.

SECTION IV - QUALITY AND CONTINUITY OF NATURAL GAS SERVICE

The Cooperative will use reasonable diligence in furnishing a regular and uninterrupted supply of natural gas but does not guarantee uninterrupted service. The Cooperative shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, loss of transmission supply beyond its control, breakdowns or injury to the machinery, other facilities of the Cooperative, extraordinary repairs, or any other cause beyond its control.

In the event of an adverse condition or disturbance on the system of the Cooperative, or any other system directly or indirectly interconnected with it which requires interruption of the supply of natural gas to some Members in order to limit the extent or duration of the adverse condition or disturbance, the Cooperative may, without incurring liability, take such action as appears reasonably necessary.

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.

1. Gas service to industrial, certain commercial or other members in the following order, giving consideration to maintenance gas requirements and availability of alternative fuels:
 - a. Service designated as interruptible
 - b. Service identifiable as curtailable
 - c. Remaining service to industrial members
2. 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.
3. 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.

SECTION V – CHANGE OF OWNERSHIP, TENANCY, OR DISCONTINUANCE OF SERVICE

A. OWNERSHIP OF PROPERTY CHANGE

At such time as the Cooperative is notified of a change in ownership, the Cooperative shall make a final meter reading and prepare a final bill. The former member is responsible for all natural gas consumed at the premises until notice has been given to the Cooperative and the Cooperative has no less than 2 regular business days to prepare the final bill.

The new owner must sign up as a member of the Cooperative per the requirements of these Terms and Conditions in order to maintain uninterrupted service to the property.

B. TENANCY CHANGE

When the Cooperative is notified of a change in tenancy, the Cooperative shall make a final meter reading and prepare a final bill. The former member is responsible for all natural gas consumed at the premises until notice has been given to the Cooperative and the Cooperative has no less than 2 regular business days to prepare the final bill.

The new tenant must sign up as a member of the Cooperative per the requirements of these Terms and Conditions in order to maintain uninterrupted service to the property.

C. AUTOMATIC TRANSFER OF ACCOUNT FROM RENTER TO PROPERTY OWNER

A member who rents out a property may have the account automatically revert to the owners account if there is no immediate new tenant, without disconnection, by completing the appropriate form available from the Cooperative.

D. DISCONTINUANCE OF SERVICE

At such time as the Cooperative is notified of a discontinuance of service, the Cooperative shall make a final meter reading and prepare a final bill. The former member is responsible for all natural gas consumed at the premises until notice has been given to the Cooperative and the Cooperative has no less than 2 regular business days to prepare the final bill. The Cooperative will determine if the facilities will be removed per these Terms and Conditions.

SECTION VI – BILLING AND PAYMENT FOR SERVICE

The Cooperative has a monthly cycle billing format. The Cooperative will send the bill to the address furnished by the Member. Failure to receive the bill does not relieve the Member of the responsibility for timely payment.

Payments for natural gas service may be made at the Cooperative's office at 15461 U.S. Highway 36 Marysville, OH 43040, during regular business hours. 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 business day. Payments can be made electronically at www.ure.com, or by using the mobile app, SmartHub. Account registration and password are required. Payment settling times may vary; please contact the office with questions.

Bills not paid by the close of business on the penalty date printed on the natural gas bill shall forfeit the five percent (5%) discount.

Personal checks, money orders, credit cards (Visa & MasterCard, or American Express only), bank draft and electronic checks are acceptable forms of payment. Payments can be made using the automated pay-by phone service by calling (855)968-3021. The account number and Personal Identification number (PIN) is required to use this service. The Cooperative does not accept cash payments. Two party checks will not be accepted. All checks are electronically processed at receipt. Members who have had two or more checks returned for insufficient funds shall be required to make future payments by credit card, debit card, 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 highest confidence 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 within one year from the discovery of the error, by means of twelve equal payments, unless an accelerated payment arrangement is determined acceptable by URE.

SECTION VII - COLLECTION AND DISCONNECT PROCEDURES FOR NONPAYMENT

A. TERMINATION OF SERVICE FOR NONPAYMENT

Accounts which are delinquent more than 30 days are subject to having 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.

*To comply with the federal Red Flag Rules regarding identity theft and for employee safety, payments will not be accepted in the field.

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.

B. PAYMENT ARRANGEMENTS

The Cooperative reserves the right to offer payment arrangements for delinquent accounts:

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.

C. 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.

D. 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 VIII - TERMINATION OF NATURAL GAS SERVICE FOR REASONS OTHER THAN NONPAYMENT

A. CAUSE FOR TERMINATION

Service may be disconnected at the Cooperative's discretion under the following conditions:

1. At the request of the Member;
2. In event that it is a prudent matter of safety to disconnect service to perform construction or maintenance or special monitoring service;
3. To a Member who is using natural gas in a manner which is detrimental to the natural gas service of other Members;
4. To a Member in conflict or incompatible with the laws of the State of Ohio or the Federal Government and/or any of its agencies or in violation of these Terms and Conditions;
5. To a service location that has been vacated or has not used any natural gas for 90 days or more unless prior arrangements have been agreed to by the Cooperative ;
6. When supplying natural gas creates a dangerous condition on the Member's premises or where because of conditions beyond the Member's premises, termination of the supply of natural gas is reasonably necessary;
7. In the event the Member uses fraudulent practice in obtaining natural gas or is the beneficiary of such fraudulent practice.
8. By order of public authority

SECTION IX – MEMBER FINANCIAL SECURITY

A. SECURITY DEPOSIT

The Cooperative reserves the right to require a security deposit from a Member. The security deposit shall be according to the Ohio Revised Code. Security deposits shall be required for, but not limited to, the following:

1. An unsatisfactory credit score/report by the Cooperative's third-party credit service
2. Intentional or unintentional damage to Cooperative property
3. Disconnection of service for non-payment
4. Filing protection under bankruptcy laws
5. Theft of natural gas
6. Two returned checks for insufficient funds within a 12 consecutive month period.

A security deposit shall be refunded provided the Member maintains payment of their current monthly bill for twelve consecutive months. If the Member discontinues service and moves off the Cooperative's system, the security deposit, with interest, shall be applied to the Member's final bill.

Simple interest at 3% shall accrue on deposits held by the Cooperative.

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.

B. COMMERCIAL / INDUSTRIAL SECURITY

7. The Cooperative reserves the right to require a security deposit from a Member according to the Ohio Revised Code.
8. 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 natural 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 natural gas service.

C. TERMINATION OF SERVICE

Upon termination of natural 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.

D. 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.

SECTION X – Member Owned Equipment

The member shall not install any tees or branch connections in the service line. The member shall not make any change in or interfere with their service line without the consent of the Cooperative.

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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.



SCHEDULE OF FEES AND CHARGES

ENROLLMENT FEE	\$10
RETURN CHECK	\$35
TRIP CHARGE DURING BUSINESS HOURS – NON-PAYMENT	
• COLLECTION/DISCONNECT/RECONNECT/SERVICE	\$35
TRIP CHARGE DURING NON-BUSINESS HOURS – NON-PAYMENT	
• COLLECTION/DISCONNECT/RECONNECT/SERVICE	\$100
CONSTRUCTION CREW TRIP CHARGE	\$250
ENGINEERING FEE	\$100
INSTALLATION OF EXCESS FLOW VALVE ON EXISTING SERVICE (ACTUAL COST)	\$500-\$700
METER TEST (ACTUAL COST) IF LESS THAN 3% ACCURATE	\$100-250