

**FILE**

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Columbia Gas of Ohio, Inc. for Authority to Amend Filed Tariffs to Increase the Rates and Charges for Gas Distribution Service.	)	Case No. 08-0072-GA-AIR
In the Matter of the Application of Columbia Gas of Ohio, Inc. for Approval of an Alternative Form of Regulation and for a Change in its Rates and Charges.	)	Case No. 08-0073-GA-ALT
In the Matter of the Application of Columbia Gas of Ohio, Inc. for Approval to Change Accounting Methods.	)	Case No. 08-0074-GA-AAM
In the Matter of the Application of Columbia Gas of Ohio, Inc. for Authority to Revise its Depreciation Accrual Rates.	)	Case No. 08-0075-GA-AAM

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**JOINT STIPULATION AND RECOMMENDATION**

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**JOINT STIPULATION AND RECOMMENDATION**

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**INTRODUCTION**

These cases are before the Public Utilities Commission of Ohio ("PUCO" or "Commission") upon the Applications filed by Columbia Gas of Ohio, Inc. ("Columbia" or "Company") on March 3, 2008, for: (1) authority to increase its rates and charges for natural gas service pursuant to Section 4909.18, Revised Code (Case No. 08-0072-GA-AIR); (2) approval of an alternative rate plan pursuant to Sections 4929.11, 4929.05, and 4905.13, Revised Code (Case No. 08-0073-GA-ALT); (3) approval of changes to accounting methods (Case No. 08-0074-GA-AAM); and, (4) authority to revise depreciation accrual rates (Case No. 08-0075-GA-AAM).

By Entry dated April 16, 2008, the Commission found that Columbia's Notice of Intent was received in accordance with Section 4909.43(B), Revised Code, and in compliance with Chapter 1, Rule 4901-7-01, Ohio Administrative Code, of the Standard Filing Requirements ("SFRs"); and accepted Columbia's rate increase Application for filing as of March 3, 2008. In the same Entry, the Commission found Columbia's public notice proposed in Schedule S-3 of the SFRs in compliance with Section 4909.18(E), Revised Code, and ordered that it be published in accordance with Section 4909.19, Revised Code.

Rule 4901-1-30, Ohio Administrative Code ("OAC"), provides that any two or more parties to a proceeding may enter into a written or oral stipulation concerning the issues presented in any Commission proceeding. Pursuant to Rule 4901-1-10(C), OAC, the Staff of the Commission ("Staff") is considered a party for the purposes of entering into a stipulation under Rule 4901-1-30, OAC.

Pursuant to Rule 4901-1-30, OAC, Columbia Gas of Ohio, Inc. ("Columbia"); Staff; the Office of the Ohio Consumers' Counsel ("OCC"); the Ohio Energy Group, the Appalachian People's Action Coalition, North Coast Gas Transmission Company, LLC, Stand Energy Corporation ("Stand Energy"), Knox Energy Cooperative Association, Inc. ("Knox"), Ohio Partners for Affordable Energy ("OPAE"), Dominion Retail, Inc., the Ohio Gas Marketers Group, the Communities of the Northwest Ohio Aggregation Coalition, the Ohio Farm Bureau Federation and Honda of America Mfg., Inc. ("Honda") enter into and request the Public Utilities Commission of Ohio ("Commission") to accept the following Joint Stipulation and Recommendation in the above-captioned proceedings.

Based upon the signatory parties' ("Parties") participation in settlement discussions and the materials on file with the Commission, which include the Report of Conclusions and

Recommendations on the Financial Audit of Columbia Gas of Ohio, Inc. prepared by Blue Ridge Consulting Services, Inc. and docketed on August 21, 2008, the Staff Report of Investigation docketed on August 21, 2008, and the Parties' pre-filed testimony, Parties believe that these materials and the record in this proceeding adequately support this Joint Stipulation and Recommendation.

The purpose of this document is to set forth the agreement of the signatory parties ("Parties") below and to recommend that the Commission approve and adopt this Stipulation resolving all of the contested issues raised in Case Nos. 08-0072-GA-AIR, 08-0073-GA-ALT, 08-0074-GA-AAM and 08-0075-GA-AAM, except only those issues that are specifically identified herein as being reserved for separate resolution by means of litigation or otherwise. The terms of this Stipulation and Recommendation are consistent with the Staff's updated recommendations which reflect, in part, the positions taken and evidence presented by OCC and Columbia, as more specifically shown on Stipulation Exhibit 1 and are supported by the information contained within the schedules and documents filed as a part of Columbia's Applications in these cases. The Parties agree that this Stipulation and Recommendation is supported by adequate data and information; represents a just and reasonable resolution of the issues that are proposed to be resolved by the terms of this Stipulation and Recommendation; violates no regulatory principle; and is the product of lengthy, serious bargaining among knowledgeable and capable parties in a cooperative process undertaken by the Parties to settle such contested issues. While this Stipulation is not binding on the Commission, it is entitled to careful consideration by the Commission where, as is the case here, it is sponsored by a wide range of interests, including the Commission Staff. Therefore, the Parties, by and through their

respective counsel, hereby agree and stipulate to the following matters, and recommend that the Commission approve the following provisions.

#### **REVENUE REQUIREMENT**

1. Columbia's current rates are no longer sufficient to yield reasonable compensation for the services rendered and are therefore unreasonable.

2. The Parties agree that Columbia shall receive a revenue increase of \$47,143,100 calculated as shown on Stipulation Exhibit 1, showing total annual revenues of \$1,487,051,000. The stipulated revenue increase is a compromise, agreed-upon amount and is based upon an updated Staff recommendation including a return on equity determination reduced by 25 basis points (see Paragraph 6 below). The revenue requirements described in this paragraph shall be adopted in conjunction with the following:

A. Unless otherwise specifically provided for in this Joint Stipulation and Recommendation, including the exhibits or attachments referenced herein, all rates, terms and conditions shall be treated in accordance with the Staff Report. If any proposed rates, terms and conditions, set forth in Columbia's application, are not addressed in the Staff Report or this Joint Stipulation and Recommendation, the proposed rates, terms and conditions shall be treated in accordance with the applicable Application filed in these proceedings.

3. The Parties acknowledge that Columbia's base rates resulting from this Joint Stipulation and Recommendation will not include any amount for gas storage carrying costs. After the issuance of a Commission order adopting this Joint Stipulation and Recommendation Columbia will recover its actual gas storage carrying costs through its GCR mechanism. Columbia's rate base, shown on Stipulation Exhibit 1, has already been adjusted to reflect this

change. Each month, carrying charges associated with the actual average monthly storage balances of Account 164, Gas Stored - Current, shall be accrued at an annual rate of 10.95%<sup>1</sup>, for purposes of delivered costs of natural gas that will be subject to recovery through Columbia's GCR. The average monthly storage balance will be calculated by averaging the current month's beginning and ending balance of Account 164, Gas Stored – Current. The current month's average storage balance will then be multiplied by the daily rate of .03% and then multiplied by the number of days in the current month. The daily rate equates to 10.95% divided by 365 days.<sup>2</sup> The Parties agree that the Commission should: (a) remove the carrying charges associated with actual gas storage from base rates as set forth in Exhibit 1 to the Joint Stipulation and Recommendation; (b) permit Columbia to recover its actual gas storage carrying costs through its GCR mechanism; (c) approve the methodology for the calculation of the storage carrying costs for inclusion in Columbia's GCR filings subsequent to the issuance of the Commission order adopting this Joint Stipulation and Recommendation; (d) find that such an adjustment to Columbia's rates is not an increase in base rates; and, (e) approve the recovery of such costs in Columbia's annual GCR audit cases following the Commission's order in this proceeding; provided that Columbia file an application with the Commission no later than February 1, 2009, seeking approval for the procurement of its commodity requirements through an auction process in accordance with the Commission's Order in Case Nos. 04-221-GA-GCR et al. Nothing in this Joint Stipulation and Recommendation will prevent any party from objecting to the calculation of carrying charge amounts or the monthly balances of Gas Stored – Current used for the purpose of determination of carrying charges in subsequent GCR cases.

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<sup>1</sup> 10.95% is the stipulated rate of return of 8.12% plus a tax gross up factor 2.84%.

<sup>2</sup> OCC does not support the proposed 10.95 % annual rate at which carrying charges are to be accrued. The Ohio Gas Marketers Group neither supports nor opposes the proposed 10.95% accrual rate.



4. The Parties acknowledge that Columbia's base rates resulting from this Joint Stipulation and Recommendation will not include any portion of regulatory assessments on gas cost revenue. After the issuance of a Commission order adopting this Joint Stipulation and Recommendation, Columbia will recover these regulatory assessments through its GCR mechanism. The revenue requirement, shown on Stipulation Exhibit 1, has already been adjusted to reflect this change. Regulatory assessments to be included in the GCR shall be determined through the multiplication of actual monthly sales volumes by \$.0177 per Mcf.<sup>3</sup> The Parties agree the Commission should: (a) approve this methodology for calculation of regulatory assessments to be recovered through the GCR; (b) find such an adjustment to Columbia's rates not an increase in base rates; and, (c) approve the recovery of such costs in Columbia's next GCR filing following the Commission's order in this proceeding. Nothing in this Joint Stipulation and Recommendation will prevent any party from objecting to the methodology and/or calculation of regulatory assessments included in subsequent GCR proceedings. The Parties acknowledge the Commission's approval of this treatment eliminates the need for continuation of Columbia's Surcredit Rider.

5. The value of all of Columbia's property used and useful for the rendition of service to its customers, determined in accordance with Sections 4909.05 and 4905.15, Revised Code, as of the approved date certain of December 31, 2007, is \$1,028,445,000 as shown on Stipulation Exhibit 1.

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<sup>3</sup> The total regulatory assessments removed from Stipulation Exhibit 1 and the development of the regulatory assessment rate of \$.0177 per Mcf is set forth on Attachment LWM-1, Page 2 of 2 of the Prepared Direct Supplemental Testimony of Larry W. Martin filed in these cases on September 25, 2008.

## **RATE OF RETURN**

6. Columbia is entitled to an overall rate of return of 8.12% and based on the information contained in the record of this proceeding the Parties agree that annual revenues specified above shall provide Columbia with an opportunity to earn an overall return of 8.12%. The Parties agree that the corresponding return on equity is 10.39%. In agreeing upon this return on equity, the parties took into consideration the fact that investors may perceive Columbia to be less risky because of the alternative regulation provisions agreed to by the Parties and because of the levelized rate design proposed by Columbia. Accordingly, the Parties reduced Columbia's return on equity by 25 basis points in order to reflect this reduced risk perception.

## **TARIFFS**

7. The tariff sheets attached as Stipulation Exhibit 2 contain rates, provisions, terms and conditions to which the Parties agree and such rates, provisions, terms and conditions should be approved by the Commission to be effective for all service rendered on and after the date the final tariff sheets are filed at the Commission. Those proposed tariffs on which the parties do not agree – i.e., tariffs impacted by the rate design issues discussed hereinafter – are addressed in Stipulation Exhibit No. 3, discussed hereinafter.

8. As discussed hereinafter, the Parties have not reached agreement on the appropriate rate design for Columbia rate schedules Small General Service, Small General Schools Service, Small General Transportation Service, Small General Schools Transportation Service, Full Requirements Small General Transportation Service and Full Requirements Small General Schools Transportation Service (collectively referred to as the "Small General Service Class"). The tariff sheets set forth in Stipulation Exhibit 3 do not reflect agreement of the Parties, but are the tariff sheets that reflect Columbia's proposed rate design based on the revenue requirement set forth in paragraph number 2 above. The tariff sheets in Stipulation Exhibit 3 may need to be

revised, depending on the Commission's disposition of the rate design issue about which the Parties are not in agreement.

#### **COST OF SERVICE ALLOCATION**

9. The Parties agree that the revenue distribution shown on Stipulation Exhibit 4 shall be utilized to develop rates and charges ultimately approved by the Commission in this proceeding.

#### **ALTERNATIVE REGULATION – RIDER IRP**

10. The Parties agree and recommend that Columbia be authorized to establish an Infrastructure Replacement Program Rider ("Rider IRP"). Rider IRP will provide for the recovery of costs incurred in: (1) the future maintenance, repair and replacement of customer-owned service lines that have been determined by Columbia to present an existing or probable hazard to persons and property, and the systematic replacement of, over a period of approximately three years, certain risers prone to failure if not properly assembled and installed. The replacement of customer-owned service lines and prone to failure risers was previously approved by the Commission in its Opinion and Order dated April 9, 2008, in Case No. 07-478-GA-UNC; (2) Columbia's replacement of cast iron, wrought iron, unprotected coated steel and bare steel pipe in its distribution system, as well as Columbia's replacement of company-owned and customer-owned metallic service lines identified by Columbia during the replacement of all the above types of pipe (referred to as the Accelerated Mains Replacement Program or AMRP); and, (3) the installation over approximately a five-year period of Automatic Meter Reading Devices ("AMRD") on all residential and commercial meters served by Columbia. Rider IRP shall be calculated using a rate of 10.95% (10.95% is the stipulated rate of return of 8.12% plus a tax gross up factor 2.84%).

A. The IRP shall be in effect for the lesser of five years from the effective date of rates approved in this proceeding or until new rates become effective as a result of Columbia's filing of an application for an increase in rates pursuant to Section 4909.18, Revised Code, or Columbia's filing of a proposal to establish base rates pursuant to an alternative method of regulation pursuant to Section 4929.05, Revised Code. Thus, unless Columbia's IRP is altered by the filing of an application for an increase in rates pursuant to Section 4909.18, Revised Code, or the filing of a proposal to establish base rates pursuant to an alternative method of regulation pursuant to Section 4929.05, Revised Code, Columbia will make IRP filings in late 2008, 2009, 2010, 2011 and 2012, with the revised Rider IRP to become effective in May of each year 2009 through 2013. The IRP filing procedure is more fully described hereinafter. At the conclusion of the five-year period specified herein, Columbia must request that the Commission reauthorize Rider IRP in order to continue the mechanism beyond the five-year period. That request for reauthorization must be made as part of an application for an increase in rates pursuant to Section 4909.18, Revised Code, or Columbia's filing for an alternative method of regulation pursuant to Section 4929.05, Revised Code, and shall include all applicable due process protections.

B. Rider IRP, which will include a reconciliation of costs recoverable and costs actually recovered, shall recover the return of and on the plant investment, inclusive of capitalized interest, or post-in-service carrying costs charges ("PISCC"), as described below, deferred depreciation expense and deferred property taxes associated with the IRP Program, all as described in Columbia's Application and supporting testimony. In addi-

tion the IRP will provide for recovery of annualized depreciation expense and annualized property taxes.

C. Columbia shall present the incremental revenue requirement for each year and for each component of the IRP in each annual IRP filing.

D. Rider IRP shall also reflect the actual annual savings of Operations and Maintenance (“O&M”) expense as an offset to the costs that are otherwise eligible for recovery through Rider IRP.

i. For the AMRP portion of Rider IRP, each annual IRP filing shall contain a comparison of that year’s FERC Account 874 – Mains & Services Expense; FERC Account 887 – Mains Expense; and FERC Account 892 – Services Expense against those same expenses for the test year in this case (the twelve months ended September 30, 2008). If that year’s expense is lower than the test year amount, the savings thus calculated should appear as a reduction to the revenue requirement.

ii. For the AMRD portion of Rider IRP, each annual IRP filing shall contain a comparison of that year’s Meter Reading Expense (FERC Account 902) against the meter reading expense for the test year in this case (the twelve months ended September 30, 2008). If that year’s meter reading expense is lower than the test year amount, the savings thus calculated should appear as a reduction to the revenue requirement.

iii. The Parties further agree that within sixty days of the issuance of a Commission’s order adopting this Joint Stipulation and Recommendation Columbia shall meet with Staff and the OCC to identify any additional savings (e.g.,

Meter Reading Plan and call center savings) that may result from the AMRD program and establish a baseline that can be used to identify and flow through to customers other AMRD related savings not reflected in FERC Account 902.

E. Columbia shall accrue and recover PISCC at its weighted cost of debt for the applicable calendar year for the accumulated infrastructure investment amounts in Rider IRP from the date that the applicable assets are placed in service until the effective date of the next subsequent Rider IRP rate adjustment. Nothing herein shall affect the rate base valuation that Columbia may propose or seek in a future application made pursuant to Sections 4909.18 or 4929.05, Revised Code.

11. Within thirty days of the Commission order adopting this Joint Stipulation and Recommendation, Columbia shall docket its initial Rider IRP pre-filing notice. In years 2009 through 2012, Columbia shall docket its Rider IRP pre-filing notice by November 30 of each year. Each year's pre-filing notice will contain estimated schedules for the Rider IRP to become effective the following May 1. The schedules will contain a combination of actual and projected data for the calendar year. By the following February 28, Columbia will file an updated application with schedules supporting the proposed Rider IRP adjustment based on actual data through the prior calendar year. The Parties agree that this annual application will be an application to establish a successor Rider IRP and shall not be an application to increase rates and charges. Columbia will bear the burden of proof in its annual cost recovery filings of demonstrating the reasonableness of the level of recovery of its IRP expenditures. Staff will conduct an investigation of each annual Columbia filing and, unless Staff finds the filing to be unjust or unreasonable, or if any party files an objection that is not resolved by March 31 of each year, the Staff shall issue its recommendation to the Commission on the increase in Rider IRP to

be effective on May 1 of that same year. If the Staff determines that Columbia's application to increase Rider IRP is unjust or unreasonable, or if any other party that filed for intervention files an objection that is not resolved by Columbia, an expedited hearing process will be established in order to allow the parties to present evidence to the Commission for final resolution.

A. The cap mechanism specified in the remainder of this Paragraph is a limitation on the amount of the Rider IRP charge for the Small General Service Class. The Rider IRP rate that becomes effective May 1, 2009, shall not exceed \$1.10 per customer per month. The Rider IRP rate that becomes effective May 1, 2010, shall not exceed \$2.20 per customer per month. The Rider IRP rate that becomes effective May 1, 2011, shall not exceed \$3.20 per customer per month. The Rider IRP rate that becomes effective May 1, 2012, shall not exceed \$4.20 per customer per month. The Rider IRP rate that becomes effective May 1, 2013, shall not exceed \$5.20 per customer per month. The actual amount of any Rider IRP charge shall depend on the justification provided by Columbia as part of its annual application process described herein and the Commission's determination following such application. By agreeing hereto, Signatory Parties do not relinquish future rights to present evidence indicating that the distribution of costs through Rider IRP to customer classes should be modified on a going-forward basis.

B. If during any year of the first four years of the five-year duration of Rider IRP as specified herein, Columbia's IRP costs would result in a Rider IRP rate that exceeds the Rider IRP caps described above, Columbia may defer on its books any costs that Columbia is unable to recover through Rider IRP because the Rider IRP rate would otherwise exceed the specified cap. Such costs shall be deferred with carrying charges at an annual rate of 5.27% representing Columbia's long-term debt rate. Columbia may then

include such deferred costs in any subsequent Rider IRP application during the five-year duration of Rider IRP as specified herein, and recover the deferred costs so long as the inclusion of the deferred costs does not cause Columbia to exceed the Rider IRP cap in the subsequent year in which the deferred costs are included in the Rider IRP adjustment filing. Any deferrals remaining at the end of the five-year period shall not be recoverable by Columbia.

12. For the AMRP portion of the IRP, Columbia will include as part of its annual February 28 application described above Columbia's AMRP construction plans for the same calendar year. For purposes of this paragraph, Columbia's construction plans shall include a summary of planned activity for the calendar year and will also include the following information related to costs incurred during the previous calendar year: (1) investment in infrastructure replacement under the AMRP (including service line replacement costs and the other cost components included in Columbia's application); (2) pipeline mileage replaced (by type); (3) the revenue requirement for the investment in infrastructure replacement; and, (4) the derivation of rates for the prospective twelve-month recovery period. Beginning with Columbia's initial February 28 application and annually thereafter, OCC shall be provided an opportunity for meaningful participation with Columbia and Staff: (1) in annually reviewing Columbia's construction plans; (2) any procedure to establish the initial or successor Rider IRP rates; and, (3) any other IRP-related process or proceeding that impacts the scope of the IRP program and/or the cost recovery of the IRP program.

13. By no later than November 30, 2012, Columbia shall perform a study assessing: (a) the impact of the AMRP program on safety and reliability; (b) the estimated costs and benefits resulting from acceleration of the pipeline replacement activity; and, (c) Columbia's



ability to effectively and prudently manage, oversee and inspect the AMRP program. The study shall be provided to the Parties and may be considered by the Commission in its review of any Columbia Rider IRP adjustment filing. Should the OCC decide to independently review or engage an independent auditor for the review of any Rider IRP adjustment filing, Columbia agrees to cooperate with the OCC and provide the information needed for the OCC to conduct a meaningful audit.

14. Giving consideration to Columbia's need to retain qualified, reliable and economic contractors to administer the AMRP program, Columbia will encourage its AMRP contractors to use their best efforts to retain Ohio labor to perform AMRP-related services. As part of its annual AMRP applications, Columbia shall provide information on Ohio labor participation in Columbia's AMRP program.

#### **ALTERNATIVE REGULATION – RIDER DSM**

15. The revenue requirement set forth in Paragraph 2 above includes \$7.1 million for Columbia's WarmChoice weatherization program. In addition, the Parties agree and recommend that Columbia be authorized to establish a Demand Side Management Rider ("Rider DSM") for the Small General Service Class. Rider DSM will provide for the recovery of costs incurred in the implementation of those DSM programs approved in the Commission's Finding and Order dated July 23, 2008, in Case No. 08-833-GA-UNC. In Case No. 08-833-GA-UNC, the Commission approved a DSM program that provides for Columbia DSM expenditures for years 2009 through 2011. For the Rider DSM rates to become effective May 1 each year 2010 through 2012, the procedure for the filing of Rider DSM adjustments is identical to the filing procedure applicable to Rider IRP, as set forth below.

A. Columbia shall docket its Rider DSM pre-filing notice by November 30 of each year. Each year's pre-filing notice will contain estimated schedules for the Rider DSM to become effective the following May 1. The schedules will contain a combination of actual and projected data for the calendar year. By the following February 28, Columbia will file an updated application with schedules supporting the proposed Rider DSM adjustment based on actual data through the prior calendar year. The Parties agree that this annual application will be an application to establish a successor Rider DSM and shall not be an application to increase rates and charges. Columbia will bear the burden of proof in its annual cost recovery filings of demonstrating the reasonableness of the level of recovery of its DSM expenditures.

16. Columbia will continue the DSM stakeholder process used to develop the application filed in Case No. 08-833-GA-UNC. As part of the stakeholder process, the stakeholder participants should consider the development of proposals for the continuation, modification and/or expansion of the WarmChoice program and Columbia's DSM programs, and associated funding levels, beyond 2011. Should Columbia's DSM stakeholder group determine that a continuation, modification and/or expansion of the WarmChoice program and Columbia's DSM programs is reasonable and prudent, the Parties agree that Columbia may file an application with the Commission seeking authority to continue, modify and/or expand Columbia's DSM programs and may also request authority to modify Rider DSM accordingly. However, the Parties agree that no such application may be filed until at least 18 months following the issuance of a Commission order adopting this Joint Stipulation and Recommendation.

## **ACCOUNTING AUTHORITY**

17. Columbia shall have, by the Commission's adoption of this Joint Stipulation and Recommendation, such accounting authority as may be required to give effect to the terms and conditions of the IRP and DSM provisions of this Joint Stipulation and Recommendation, as further described in the Staff Report and Columbia's Application.

## **LOW-INCOME CUSTOMER ASSISTANCE**

18. Over five winter heating seasons (2008-09 through 2012-13 winter heating seasons), Columbia shall provide approximately \$1,850,000 to establish and administer a customer assistance fund available to aid low income customers in the payment of bills when all other available funds have been exhausted. The anticipated yearly split of the funds is as follows: 2008-09 winter heating season - \$600,000, 2009-10 winter heating season - \$312,500, 2010-11 winter heating season - \$312,500, 2011-12 winter heating season - \$312,500, and 2012-13 winter heating season - \$312,500 as needed. In the event that these customer assistance funds are not fully disbursed in the winter heating season as designated above, then any such unused customer assistance funds shall carryover to the next winter heating season with all such customer assistance funds, if used, to be disbursed no later than December 31, 2013. The customer assistance fund will be administered by OP&A, and upon issuance of a Commission order adopting this Joint Stipulation and Recommendation Columbia will immediately begin to work with OP&A to make the initial \$600,000 available to OP&A for its administration of assistance during the 2008-09 winter heating season. These disbursements during the 2008-09 through 2012-13 winter heating seasons will be funded by Columbia's shareholders and represent a reduction of Columbia's future revenues, to which Columbia agreed in order to facilitate a settlement of the instant cases. The disbursements are not a pass back of prior earnings and are

not associated with any prior period activity, but are an agreed upon reduction of future revenues.

#### **DEPRECIATION RATES**

19. The depreciation accrual rates proposed by Columbia, as modified in the Staff Report, are reasonable and Columbia should be authorized to revise its depreciation accrual rates as proposed in its Application.

#### **RATE DESIGN**

20. The Parties agree that the rate design issues associated with the Small General Service Class rate schedules are not resolved by this Joint Stipulation and Recommendation. The Parties agree that these rate design issues should be submitted to the Commission for its consideration and resolution on their merit. The scope of the Small General Service Class rate schedule issues not resolved by this Joint Stipulation and Recommendation and submitted to the Commission for decision is limited to the following: (1) the initial and ultimate level of the customer charges; (2) the initial and ultimate level of any base rate volumetric charges; (3) the rate design that is appropriate for the Commission to adopt; and, (4) the rate design that properly aligns the interests of Columbia and consumers in favor of energy efficiency and energy conservation. The Parties agree that the resolution of these issues shall be based on the revenue requirement and distribution to which they have agreed herein and that their rights, as they may relate specifically to the issues which they have reserved for litigation, shall not be limited by their recommended resolution of the issues which they propose be resolved by the adoption of this Joint Stipulation and Recommendation. Because the Commission has had to consider substantially similar rate design issues in other recent gas company rate cases, the Parties have

agreed to a procedure intended to expedite the Commission's consideration of the rate design issues in this case, as follows:

A. The Commission shall take administrative notice of the records in Case No. 07-589-GA-AIR et al., Case No. 07-829-GA-AIR et al., and Case No. 07-1080-GA-AIR et al.

B. Columbia will file its rebuttal testimony on rate design issues by no later than October 17, 2008. Other parties may file surrebuttal testimony within seven calendar days of the filing of Columbia's rebuttal testimony.

C. The parties waive the right to cross examine witnesses on the rate design issues, and waive the right to file briefs or request oral argument.

D. The Commission should decide the rate design issues based on the record so established.

21. Proposed tariff sheets reflecting the rate design proposed by Columbia, at the revenue requirement set forth in Paragraph 2 herein, are attached as Stipulation Exhibit 3. If the Commission does not approve the rate design proposed by Columbia as set forth in Stipulation Exhibit 3, Columbia will file revised tariff sheets after the issuance of the Commission's order in this case that reflect the Commission's decision on rate design issues.

22. The tariff sheets included in Stipulation Exhibit 2 reflect the Parties' agreement on the LGTS and FRCTS rate design issues raised by Honda, Stand Energy and Knox.

23. In order to provide incentives for low income, low use customers to conserve and to avoid penalizing low-income customers who wish to stay off of programs such as PIPP, Columbia will implement a pilot tariff for the first 6,000 eligible customers to apply for the pilot program. Eligible customers shall be non-PIPP low usage customers with verified incomes at or

below 175 percent of the poverty level. Columbia will design a tariff that provides a four-dollar monthly discount for eligible customers in order to mitigate the impact of the new levelized rate design. Columbia will develop the details for this program in consultation with Staff and the Parties. This pilot program will be funded by Columbia's shareholders at a cost of approximately \$288,000<sup>4</sup> per year for each year 2009 through 2012 depending upon customer participation in the pilot program.

#### **DSM/CONSERVATION PROGRAM EVALUATION STUDY**

24. Columbia will fund and manage a comprehensive DSM/Conservation Program Evaluation study. The scope of study will be cooperatively developed by Columbia, Staff, OCC, OPAE and other interested parties, and will include, but not be limited to, the effects of a levelized rate design on: consumption decisions, conservation efforts and uncollectible account balances at all levels of income and usage levels; low use/low income customers consumption patterns; PIPP enrollments and arrearages; and, consumers energy efficiency investment decisions. The selection of the consultant shall be through an RFP process in which Columbia, Staff, OCC, OPAE and other interested parties participate in the review and selection process. If, after a best-efforts attempt to reach consensus, there is disagreement among the parties regarding the selection of the consultant, then Columbia shall make the selection. The Parties agree that Columbia should retain the consultant for the DSM/Conservation Program Evaluation study within six months after the issuance of a Commission order adopting this Joint Stipulation and Recommendation in order for the consultant to identify the required information and data necessary for the performance of the DSM/Conservation Program Evaluation study. Columbia and the OCC agree to fully cooperate with the consultant by providing the information required

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<sup>4</sup> 6,000 customers x \$4/month x 12 months = \$288,000 annually

in order for the consultant to conduct a meaningful evaluation. The DSM/Conservation Program Evaluation study shall be completed no later than March 31, 2012, and shall be provided to all of the Signatory Parties to this Joint Stipulation and Recommendation. The costs of the DSM/Conservation Program Evaluation study shall not exceed a cumulative total of \$100,000 for the period from the date of the commencement of the study through March 31, 2012. All of the Parties agree that this Joint Stipulation and Recommendation would not preclude the filing of an action or complaint based on the DSM/Conservation Program Evaluation study and nothing within this Joint Stipulation and Recommendation shall be utilized to limit any Party's right to initiate such an action or complaint.

#### **CUSTOMER SERVICE ISSUES**

25. Within ninety days of the issuance of a Commission order adopting this Joint Stipulation and Recommendation Columbia will:

A. Bill security deposits assessed to customers in three equal installments to be paid concurrently with the customers' monthly bills;

B. By means of bill messages, bill inserts, and/or other means provide customers with information to help them differentiate between authorized payment agents and unauthorized payment agents;

C. Revise the information used by Columbia's call centers to assure that if a customer needs to establish financial responsibility Columbia fully informs each customer of all the available options for establishing financial responsibility, and permits customers to demonstrate financial responsibility by all methods provided for by Commission rule, other than the payment of a deposit; and,

D. By means of bill messages, bill inserts, and/or other means provide PIPP customers with information about Columbia's PIPP arrearage crediting program.

E. Meet with Staff to discuss implementation of Staff's recommendation for revisions to the deposit provisions applicable to main line extensions set forth on Columbia tariff sheet number 9.

F. Meet with Staff to discuss Staff's recommendations for revisions to Columbia's Competitive Retail Natural Gas Service tariffs.

26. Columbia shall evaluate the feasibility of: (1) providing additional extended payment plans; and, (2) extending service appointment hours into the evening. Columbia's feasibility evaluation shall be completed as soon as practicable, but no later than six months following the issuance of the Commission's order that adopts this Joint Stipulation and Recommendation. The results of Columbia's feasibility study shall be provided to interested parties. The implementation of any of the items enumerated in this Paragraph or the preceding Paragraph may exceed, but shall not conflict with, the outcome of the rulemaking proceeding in Case No. 08-723-GA-ORD.

#### **LOCAL PUBLIC HEARINGS**

27. The Parties agree, in the event that sworn testimony from a witness at the local public hearings in these proceedings raises new issues not considered by the Parties or the terms and conditions of this Joint Stipulation and Recommendation, that they, in conjunction with the other parties to this proceeding who may wish to do so, will undertake good faith negotiations for the purpose of resolving any such newly-raised issues only.



## **WITHDRAWAL OF OBJECTIONS TO THE STAFF REPORT**

28. With regard to the issues resolved by this Joint Stipulation and Recommendation, Columbia and other Parties shall be deemed to have withdrawn their objections to the Staff's Report of Investigation as modified by Staff testimony supporting this Joint Stipulation and Recommendation, as well as all motions to strike objections to the Staff Report, provided that this Joint Stipulation and Recommendation is adopted and approved by the Commission. The objections and motions to strike shall be reinstituted if the Commission rejects, materially modifies, or supplements this Joint Stipulation and Recommendation in whole or in part and if, as a result, any Party exercises its right to terminate and withdraw this Joint Stipulation and Recommendation as provided for herein.

## **ADMISSION OF EXHIBITS**

29. The Parties agree that the pre-filed testimony of all witnesses should be admitted into evidence on the condition that the Commission approves this Joint Stipulation and Recommendation. Based on the same condition, the Parties waive cross-examination of witnesses. With respect to the issues resolved by the Joint Stipulation and Recommendation, the parties agree that Columbia has met its burden of proof in these proceedings.

30. Columbia's Notice of Intent, Applications, Testimony, all supplemental filings made thereto, and proofs of publication of the Application filed on September 9, 2008, should be admitted into evidence in these proceedings. The Parties agree that the proofs of publication of notice for the local public hearings shall be filed as a late-filed exhibit in these proceedings and show that proper notice of the local public hearings has been published in compliance with the Entry dated October 10, 2008.

## **NON-SEVERABILITY OF STIPULATION PROVISIONS**

31. Except for enforcement purposes, neither this Joint Stipulation and Recommendation nor the information and data contained herein or attached hereto shall be cited as a precedent in any future proceeding for or against any Party, or the Commission itself, if the Commission approves the Joint Stipulation and Recommendation. More specifically, no specific element or item contained in or supporting this Joint Stipulation and Recommendation shall be construed or applied to attribute the results set forth in this Joint Stipulation and Recommendation as the results that any Party might support or seek but for this Joint Stipulation and Recommendation in these proceedings or in any other proceeding. This Joint Stipulation and Recommendation contains a combination of outcomes that reflects an overall compromise involving a balance of competing positions, and it does not necessarily reflect the position that one or more of the Parties would have taken for purposes of resolving contested issues through litigation. The Parties believe that this Joint Stipulation and Recommendation, taken as a whole, represents a reasonable compromise of varying interests. This Joint Stipulation and Recommendation is expressly conditioned upon adoption in its entirety by the Commission without material modification by the Commission. Should the Commission reject or materially modify all or any part of this Joint Stipulation and Recommendation, the Parties shall have the right, within thirty (30) days of the issuance of the Commission's order, to file an application for rehearing. The Parties agree they will not oppose or argue against any other Party's application for rehearing that seeks to uphold the original, unmodified Joint Stipulation and Recommendation. Upon the Commission's issuance of an entry on rehearing that does not adopt the Joint Stipulation and Recommendation in its entirety without material modification; any Party may terminate and withdraw from the Joint Stipulation and Recommendation by filing a notice with the Commission within thirty (30) days of the Commission's entry on rehearing. Prior to any Party seeking

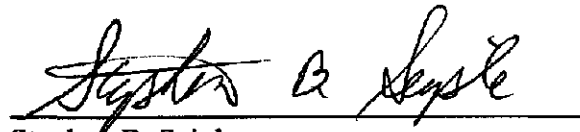
rehearing or terminating and withdrawing from this Joint Stipulation and Recommendation pursuant to this provision, the Parties agree to convene immediately to work in good faith to achieve an outcome that substantially satisfies the intent of this Joint Stipulation and Recommendation or proposes a reasonable alternative thereto to be submitted to the Commission for its consideration. Upon notice of termination or withdrawal by any Party, pursuant to the above provisions, the Joint Stipulation and Recommendation shall immediately become null and void. In such event, this proceeding shall go forward at the procedural point at which this Joint Stipulation and Recommendation was filed, and the Parties will be afforded the opportunity to present evidence through witnesses, to cross-examine all witnesses, to present rebuttal testimony, and to brief all issues which shall be decided based upon the record and briefs as if this Joint Stipulation and Recommendation had never been executed. This Joint Stipulation and Recommendation is submitted for purposes of this case only, and may not be relied upon or used in any other proceeding except as necessary to enforce the terms and conditions of this Joint Stipulation and Recommendation. The Signatory Parties agree with and commit to support the reasonableness of this Joint Stipulation and Recommendation before the Commission and in any appeal from the Commission's adoption or enforcement of this Joint Stipulation and Recommendation.

#### **RECOMMENDATION AND REQUEST FOR PROMPT APPROVAL**

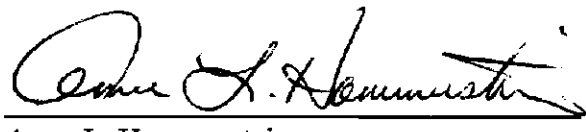
32. The parties agree that the foregoing Joint Stipulation and Recommendation is in the best interests of all parties, and urge the Commission to adopt the same. The parties recommend that the Commission issue an order approving this Joint Stipulation and Recommendation as soon as practicable so that customers may begin to receive the benefits of DSM programs and customer assistance funding set forth herein.

**WHEREFORE**, the undersigned respectfully request that the Commission issue its Opinion and Order approving and adopting this Joint Stipulation and Recommendation in accordance with the terms set forth above.

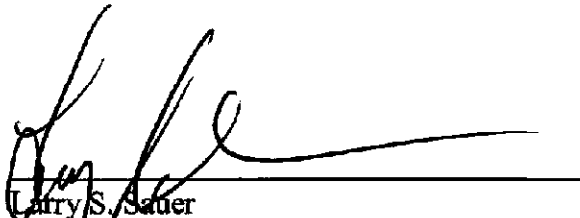
AGREED THIS 24<sup>th</sup> DAY OF OCTOBER, 2008.




Stephen B. Seiple  
Counsel for Columbia Gas of Ohio, Inc.



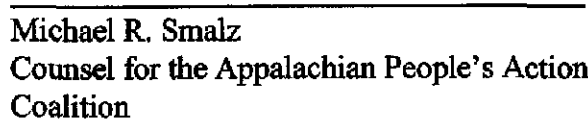
Anne L. Hammerstein  
Assistant Attorney General,  
Public Utilities Section  
On behalf of the Staff of the Public Utilities  
Commission



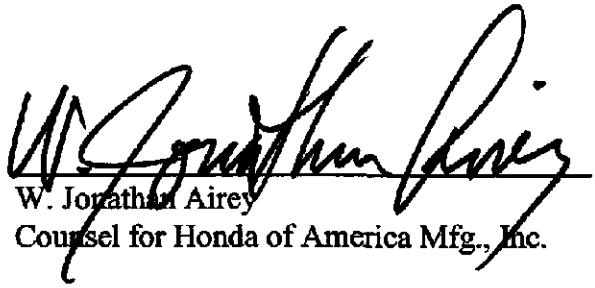
Larry S. Sauer  
Assistant Consumers' Counsel  
On behalf of the Office of the Ohio Consumers' Counsel



David Rinebolt  
Counsel for Ohio Partners for Affordable  
Energy



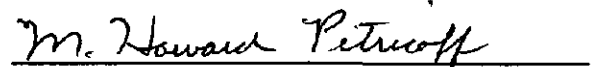
Michael R. Smalz  
Counsel for the Appalachian People's Action  
Coalition



W. Jonathan Airey  
Counsel for Honda of America Mfg., Inc.



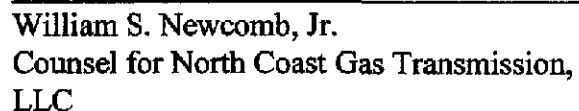
John M. Dosker  
Counsel for Stand Energy Corporation



M. Howard Petricoff by Stephen M. Howard  
Counsel for Ohio Gas Marketers Group



John W. Bentine  
Counsel for Knox Energy Cooperative  
Association, Inc.



William S. Newcomb, Jr.  
Counsel for North Coast Gas Transmission,  
LLC

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Leslie A. Kovacik  
Counsel for the Northwest Ohio Aggregation  
Coalition

*Larry Gearhardt*

TELEPHONE CONSENT 10/24/08  
*[Signature]*

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Larry Gearhardt  
Counsel for the Ohio Farm Bureau Federation

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Barth Royer  
Counsel for Dominion Retail, Inc.

*David F. Boehm*

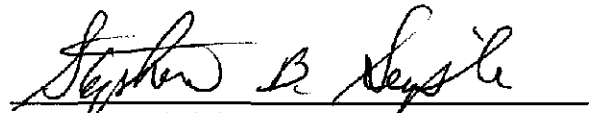
TELEPHONE CONSENT 10/24/08  
*[Signature]*

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David F. Boehm  
Counsel for the Ohio Energy Group

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Joint Stipulation and Recommendation was served upon all parties of record by electronic mail and regular U. S. mail this 24<sup>th</sup> day of October, 2008.

  
Stephen B. Seiple  
Attorney for  
**COLUMBIA GAS OF OHIO, INC.**

**SERVICE LIST**

Anne Hammerstein  
John Jones  
Sarah Parrot  
Assistant Attorneys General  
Public Utilities Section  
180 East Broad Street  
Columbus, OH 43215  
Email: anne.hammerstein@puc.state.oh.us  
john.jones@puc.state.oh.us  
sarah.parrot@puc.state.oh.us

David F. Boehm  
Michael L. Kurtz  
Boehm, Kurtz & Lowry  
36 East Seventh Street, Suite 1510  
Cincinnati, OH 45202  
Email: dboehm@bkllawfirm.com,  
mkurtz@bkllawfirm.com

Larry S. Sauer  
Joseph P. Serio  
Michael E. Idzkowski  
Office of the Ohio Consumers' Counsel  
10 West Broad Street, Suite 1800  
Columbus, OH 43215-3485  
Email: sauer@occ.state.oh.us  
serio@occ.state.oh.us  
idzkowski@occ.state.oh.us

Michael R. Smalz  
Joseph V. Maskovyak  
Ohio State Legal Services Association  
555 Buttles Avenue  
Columbus, OH 43215-1137  
Email: msmalz@oslsa.org  
jmaskovyak@oslsa.org

W. Jonathon Airey  
Gregory D. Russell  
Vorys, Sater, Seymour and Pease, LLP  
52 East Gay St., P.O. Box 1008  
Columbus, OH 43216-1008  
Email: [wjairey@vorys.com](mailto:wjairey@vorys.com)  
[gdrussell@vorys.com](mailto:gdrussell@vorys.com)

John M. Dosker  
General Counsel  
Stand Energy Corporation  
1077 Celestial Street, Suite 110  
Cincinnati, OH 45202-1629  
Email: [jdosker@stand-energy.com](mailto:jdosker@stand-energy.com)

Colleen L. Mooney  
Ohio Partners for Affordable Energy  
231 West Lima Street  
P.O. Box 1793  
Findlay, OH 45839-1793  
Email: [cmooney2@columbus.rr.com](mailto:cmooney2@columbus.rr.com)

M. Howard Petricoff  
Stephen M. Howard  
Vorys, Sater, Seymour & Pease, LLP  
52 East Gay Street  
P.O. Box 1008  
Columbus, OH 43216-1008  
Email: [mhpetricoff@vorys.com](mailto:mhpetricoff@vorys.com)

Larry Gerhardt  
Chief Legal Counsel  
Ohio Farm Bureau Federation  
280 North High Street, P.O. Box 182383  
Columbus, OH 43218-2383  
Email: [lgearhardt@ofbf.org](mailto:lgearhardt@ofbf.org)

William S. Newcomb, Jr.  
Vorys, Sater, Seymour and Pease LLP  
52 East Gay Street  
P.O. Box 1008  
Columbus, OH 43216-1008  
Email: [wsnewcomb@vorys.com](mailto:wsnewcomb@vorys.com)

John W. Bentine  
Mark S. Yurick  
Chester, Willcox & Saxbe, LLP  
65 East State Street, Suite 1000  
Columbus, OH 43215  
Email: [jbentine@cswlaw.com](mailto:jbentine@cswlaw.com)  
[myurick@cswlaw.com](mailto:myurick@cswlaw.com)

Barth E. Royer  
Bell & Royer Co., LPA  
33 South Grant Ave.  
Columbus, OH 43215-3927  
Email: [barthroyer@aol.com](mailto:barthroyer@aol.com)

Leslie A. Kovacik  
Attorney for NOAC  
420 Madison Ave., Suite 100  
Toledo, OH 43604-1219  
Email: [leslie.kovacik@toledo.oh.gov](mailto:leslie.kovacik@toledo.oh.gov)



**STIPULATION EXHIBIT 1**  
**REVENUE REQUIREMENT**

Stipulation Exhibit 1

COLUMBIA GAS OF OHIO, INC.  
CASE NO. 08-0072-GA-AIR  
OVERALL FINANCIAL SUMMARY  
FOR THE TWELVE MONTHS ENDED 9/30/2008

SCHEDULE A-1  
PAGE 1 OF 1

LINE NO.	DESCRIPTION	SUPPORTING SCHEDULE REFERENCE	APPLICANT \$000	STIPULATED \$000
1	RATE BASE AS OF DATE CERTAIN	B-1	1,129,642	1,028,445
2	CURRENT OPERATING INCOME	C-1	53,958	54,322
3	EARNED RATE OF RETURN (2) / (1)		4.78%	5.28%
4	REQUESTED RATE OF RETURN	D-1	9.12%	8.12%
5	REQUIRED OPERATING INCOME (1) x (4)		103,045	83,510
6	OPERATING INCOME DEFICIENCY (5) - (2)		49,087	29,188
7	GROSS REVENUE CONVERSION FACTOR	C-10/A-1.1	1,615,090	1,615,183
8	REVENUE DEFICIENCY (6) x (7)		79,280	47,143
9	REVENUE INCREASE		87,805	47,143
10	ADJUSTED OPERATING REVENUES	C-1	1,439,145	1,439,908
11	REVENUE REQUIREMENTS (9) + (10)		1,526,950	1,487,051
12	INCREASE OVER CURRENT REVENUE (9)/(10)		6.10%	3.27%

**STIPULATION EXHIBIT 2**  
**AGREED UPON TARIFFS**

~~Eighth~~Ninth Revised Sheet No. 1

Cancels

COLUMBIA GAS OF OHIO, INC.

~~Seventh~~Eighth Revised Sheet No. 1

# **RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS**

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Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500 AU TRF and June 4, 2008 in Case Nos. 07-478 GA-UNC and 07-237 GA-AAM.

Issued: ~~June 30, 2008~~Effective: ~~June 30, 2008~~

Issued By  
J. W. Partridge Jr., President

# **RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS**

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466	Quality of Gas Delivered to Company	36	12-03-91
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Filed in accordance with Public Utilities Commission of Ohio Entry dated July 6, 1989 in Case No. 89-500-AU-TRF.

Issued: October 20, 2008

Effective: With Bills Rendered October 28, 2008

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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Quality of Gas at Other Point(s) of Receipt

37-38

~~42-03-91~~

Filed in accordance with Public Utilities Commission of Ohio Entry dated July 6, 1989 in Case No. 89-500-AU-TRF.

Issued: ~~October 20, 2008~~

Effective: With Bills Rendered ~~October 28, 2008~~

Issued By  
J. W. Partridge, Jr., President

# **RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS**

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Filed in accordance with Public Utilities Commission of Ohio Entries dated.

Filed Pursuant to PUCO Entry Dated June 4, 2008 in Case No. 07-478-GA-UNC and Case No. 07-237-GA-AAM.

Issued:

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Issued By  
J. W. Partridge, Jr., President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**SECTION I - SERVICE**

1. **Application for Service.** All applications for service shall be made through the local office of the Company or its authorized agents.

The Company shall not be required to furnish natural gas for boiler fuel in an amount exceeding 2,000 Mcf per day to any applicant, provided that this limitation shall not apply to gas used to provide space heating or air conditioning.

2. **Turning on Gas.** The customer, after making proper application for service, shall notify the Company when he desires service to be established. After a meter is set, only the Company may establish the initial flow of gas through the meter. Neither the customer, the customer's agent, nor the customer's employee, shall turn on the gas at the curb or meter cock to establish the initial flow of gas through the meter. A contractor hired by the customer to repair or modify the customer's piping facilities or appliances may reestablish the flow of gas to the customer's house lines, from the meter cock, after completing such repairs or modifications. Except as otherwise provided in this paragraph, neither the customer nor his agent or employee shall turn on the gas at the curb or meter cock.
3. **Service Not Transferable.** No person may commence the use of gas until after making application therefor. In the event of violation of this provision, in addition to other rights of the Company, such person shall be liable for all gas consumed in the premises from the date such person occupied the premise. Any successor in interest to a customer, 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 customer shall have thirty (30) days in which to make application.
4. **Minimum Service Standards.** The Company shall comply with the minimum gas service standards set forth in Chapter 4901:1-13 of the Ohio Administrative Code. These rules supersede any inconsistent provisions, terms, and conditions that may be found elsewhere in these tariffs with the exception of those cases where the Company has elected to adopt superior standards of service, reliability or greater protection for customers or consumers. Further the Company may adopt tariff provisions that involve areas not addressed in Chapter 4901:1-13 of the Ohio Administrative Code. Where the Public Utilities Commission has granted a waiver the Company shall comply with any Entry granting such waiver. Copies of the rule shall be made available for inspection upon the request or inquiry of any customer or applicant for service.
5. **Continuity of Service.** The Company will furnish necessary and adequate service and facilities in compliance with Section 4905.22 of the Ohio Revised Code. The Company shall make reasonable provision to supply gas in sufficient quantity and at adequate uniform pressure, but does not guarantee constant supply or adequate or uniform pressure. The Company shall not be liable in damages for failure to supply gas or for interruptions in service, and 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, and without limitation by the foregoing, accidents, contingencies, or other causes beyond the control of the Company.

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## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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Without incurring any liability therefore, the Company may 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.

6. **Utilization Factor.** The Company's supply of natural gas is received from interstate suppliers. In addition, the Company may operate Liquefied Petroleum Gas-Air plants. Heating value and specific gravity of gases received from the supplier varies between delivery points and from day to day. These variations are beyond the control of the Company which can only dispatch the gases received. Said gases may be standardized by commingling with other gases to the extent necessary, to a utilization factor of thirteen hundred (1300). This factor shall be maintained as nearly uniform as practicable, but shall not vary more than six (6) percent above or six (6) percent below such standard.

The utilization factor is the result obtained by dividing the heating value of a gas by the square root of its specific gravity. As sources and characteristics of natural gas supplies available to the Company change from time to time, the Company may find it necessary to modify such utilization factor of thirteen hundred (1300) and to amend this regulation accordingly.

7. **Service Not to be Disturbed.** No customer shall attach or use any appliance which may result in the injection of air, water, or other foreign matter into the Company's lines and, without prior approval from the Company, no customer shall attach or use any appliance which will increase or decrease the pressure in the Company's lines intermittently to such extent as to interfere with continuous service to other customers.
8. **No Customer Shall Sell to Another.** The customer shall not supply or sell gas for use in any location other than that specified in the application for service.
9. **Access to Premises.** The Company and its authorized employees shall have free access at all reasonable times to all of the premises in which gas supplied by the Company is used or is to be used. Upon request, an employee shall identify him or herself, provide company photo identification, and state the reason for the visit.
10. **Customer's Responsibility.** Customer assumes all responsibility for house piping downstream from the outlet side of the -meter, and for the installation and use of appliances in connection therewith. Customer will save Company 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 customer's side of the point of delivery.
11. **Right-of-Way.** Customer, without reimbursement, will make or procure conveyance to Company of right-of-way satisfactory to it across the property owned or controlled by customer for Company's distribution mains, extensions thereof, or appurtenances necessary or incidental to the supplying of service to customer.
12. **Charges and Payment for Temporary Service.** In addition to regular payments for gas used, the customer shall pay the cost for all material, labor, and all other necessary expense incurred by the Company in supplying gas service to the customer at his request for any temporary purpose or use. Temporary service shall not be considered to be initial operation of residential or nonresidential gas service for purposes of compliance with Rule 4901:1-13-05(A)(3) of the Ohio Administrative Code.

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## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

13. **Customer Indebted to Company.** Service will not be supplied to any premises, if at the time of application for service, the applicant is indebted to Company for service previously supplied at the same or other premises, until payment of such indebtedness or other arrangement satisfactory to the Company shall have been made. The Company shall follow the reconnection procedures established by Ohio Administrative Code Section 4901:1-18, and any subsequent amendments thereto, which section is incorporated herein by reference.
14. **Customer Shall Satisfactorily Secure Account.** Company may require a residential customer to satisfactorily secure an account in accordance with the provisions and procedures of Ohio Revised Code Section 4933.17 and Ohio Administrative Code Section 4901:1-17. ~~In the event such security is required the procedures with respect thereto shall be in accordance with Ohio Revised Code Section 4933.17 and Ohio Administrative Code Section 4901:1-17 and any subsequent amendments thereto, which sections are incorporated by reference herein.~~ If the Company determines that a residential customer must demonstrate financial responsibility, the Company will fully inform each customer of all available options for establishing financial responsibility pursuant to Ohio Revised Code 4933.17 and Ohio Administrative Code 4901:1-17. If a residential customer establishes financial responsibility with a deposit, the Company shall bill the deposit with no fewer than three installments where each payment will be due along with current charges, unless otherwise elected by the customer. Copies of the statute and rule shall be made available for inspection upon the request or inquiry of any customer or applicant for service.
- Company may require a small commercial customer to satisfactorily secure an account in accordance with the provisions of Rule 4901:1-13-08 of the Ohio Administrative Code.
15. **Right to Shut Off Gas.**
- A. The Company shall have the right to discontinue service for any of the following reasons or purposes:
- (1) Refusing access;
  - (2) Failure to furnish or maintain the required security deposit;
  - (3) Violation of any of these rules and regulations; or
  - (4) Pursuant to rules of the Public Utilities Commission of Ohio as amended from time to time.
- B. The Company shall have the right to discontinue service and the right to disconnect and remove from the premises of any customer the meter and any other property belonging to the Company for any of the following reasons or purposes:
- (1) Non-use of gas;
  - (2) Nonpayment of bills for gas when bills are due;
  - (3) Fraudulent representation or practice;
  - (4) Whenever deemed necessary by the Company for safety reasons.
- C. For residential customers, the Company shall comply with the provisions of Chapter 4901:1-18 of the Ohio Administrative Code.
- D. For small commercial customers, the Company shall comply with the provisions of Rule 4901:1-13-08 of the Ohio Administrative Code.
16. **Change of Address of Customer.** When customer changes his address he should give notice thereof to Company prior to the date of change. Customer is responsible for all service supplied to the vacated premises until such notice has been received and Company has had a reasonable time, but not less than three (3) days, to discontinue service.

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## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

17. **Information Relative to Service.** Information relative to the service that will be supplied at a given location should be obtained from Company. Company will not be responsible for mistakes of any kind resulting from information given orally or over the telephone. A full and complete copy of the Company's tariff covering rates and charges for service and terms and conditions of service is available for public inspection at each of the Company's business offices during normal business hours. The Company will provide a copy of the Customer Rights and Responsibilities handbook upon the request of the customer. The Company shall comply with the tariff disclosure requirements established by the Public Utilities Commission of Ohio and set forth in Section 4901:1-1-03 of the Ohio Administrative Code, as amended from time to time.

### SECTION II - METERING AND BILLING

18. **Quantity of Gas Delivered by Meter.** Gas will be measured by a meter installed by the Company, which shall be and remain the property of the Company. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration and bills shall reflect the consumption so registered. Any mistake in reading the registration, however, shall not affect the liability for gas consumed as determined by a corrected reading of the registration.

Without prejudice to its providing metered service, where warranted, the Company may provide 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 Company may estimate the quantity of gas consumed and render a bill for such quantity.

—A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly. A meter registering incorrectly shall be replaced by the Company at its expense.

During any period that incorrect registration can be established, the meter readings and bills based thereon shall be adjusted by the Company on the basis of all available information concerning the use of gas by the customer. If, as the result of such adjustment, overpayment or underpayment are shown to have occurred, the Company shall reimburse the customer in the amount of such overpayment and the customer shall pay the Company the amount of such underpayment. The Company shall continue to supply gas to the customer and the customer shall continue to pay the amounts billed pending the adjustment.

The Company shall test the meter, at the request of the customer, in accordance with Section 4933.09 of the Ohio Revised Code and Rule 4901:1-13-04 (D) of the Ohio Administrative Code. The customer or the customer's representative may request to be present when the meter test is performed. If the meter is found to be correct, as above defined, the customer shall pay the Meter Test Charge as set forth in Section IV, Part No. 6(g) of the Company's Rules and Regulations governing the distribution and sale of gas, a fee of ~~twenty-five cents (25¢)~~ and the expense of removing it for the purpose of being tested.

2. **Customer With More than One Meter.** A Customer may be supplied through more than one meter, with the usage combined for one billing and counted as one Account, subject to the following conditions:

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~~Second~~Third Revised Sheet No. 5

Cancels

COLUMBIA GAS OF OHIO, INC.

~~First~~ Second Revised Sheet No. 5

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

- ~~19. Back Billing.~~ The Company's policy on back billing shall comply with the Orders of the Public Utilities Commission, Section 4933.28 of the Ohio Revised Code, and Rule 4901:1-13-04 of the Ohio Administrative Code, as amended from time to time.
- ~~20. Billing Periods.~~ Bills ordinarily are rendered regularly at monthly intervals, but may be rendered more or less frequently at Company's option. Non receipt of bills by customer does not release or diminish the obligation of customer with respect to payment thereof.

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## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

- A. Provided all meters qualify for the same rate schedule. If the usage on two or more meters is to be combined for routine billing purposes, all meters to be combined must qualify for the same rate schedule:
- B. Provided all meters are located within the confines of or adjacent to the particular property served. Combined usage for billing purposes shall be restricted to meters located within the confines of or adjacent to the property being served:
- C. Provided the additional meters are a necessary part of rendering service. Combined usage of multiple meters for billing purposes shall be restricted to those situations where the additional meters are a necessary part of rendering service; and
- D. Provided the combining of usage is not for the purpose of circumventing the Monthly Delivery Charge or Customer Charge of a rate schedule.

The above conditions apply to any newly established Accounts, as well as to any meters that a customer desires to add to an existing Account.

3. Back Billing. The Company's policy on back billing shall comply with the Orders of the Public Utilities Commission, Section 4933.28 of the Ohio Revised Code, and Rule 4901:1-13-04 of the Ohio Administrative Code, as amended from time to time.
4. Billing Periods. Bills ordinarily are rendered regularly at monthly intervals, but may be rendered more or less frequently for good cause. Non-receipt of bills by customer does not release or diminish the obligation of customer with respect to payment thereof.

Meters are ordinarily read at bimonthly intervals but readings may be made more or less frequently at Company's option. The Company must perform at least one actual meter reading on an annual basis contingent upon Customer's compliance with Company access to premise requirements.

If the customer has refused the Company access to its meter or other property, or if the Company has been unable to obtain an actual meter reading at least once within any twelve-month period, the Company may terminate service in accordance with Section I, Part Rule 15 of these Rules and Regulations.

21.5. Payment of Bills. Bills may be paid by the customer in any of the following ways:

- (a) to any one of the Company's authorized collecting agents during the regular office hours of such agent,
- (b) by bank draft automated withdrawal from customer's bank account,
- (c) by U.S. mail to the address specified on the bill,
- (d) by credit/debit card or electronic check through a participating agency, and
- (e) any other options acceptable to the Company.

Any remittance received by mail at any office of the Company bearing U.S. Postal Office cancellation date corresponding with or previous to the last date of the net payment period will be accepted by the Company as within the net payment period.

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COLUMBIA GAS OF OHIO, INC.

Third~~Fourth~~ Revised Sheet No. 6

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

- ~~22. Removal By, and Change in Financial Status of Customer.~~ At the option of the Company, the Company shall have the right to shut off the gas and to remove its property from the customer's premises and the Company 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 customer and not paid for, which amount shall become due and payable immediately upon such demand, when the customer vacates the premises, becomes bankrupt or a receiver, trustee, guardian, or conservator is appointed for the assets of the customer, or the customer makes assignment for the benefit of creditors.
- ~~23. Bill Format and Billing Procedure.~~ The Company's policy on bill format and billing procedure shall comply with Sections 4901:1-13-11 and 4901:1-29-12 of the Ohio Administrative Code as amended from time to time.

### SECTION III - PHYSICAL PROPERTY

- ~~24. Service Lines.~~ The general term "service pipe" or "service line" is commonly used to designate the complete line or connection between the Company main up to and including the meter connection. It consists of two distinct parts, (a) the Service Line Connection, and (b) the Customer Service Line.
- ~~(a) Service Line Connection.~~ The Service Line Connection consists of the connection at the main, necessary pipe and appurtenances to extend to the property line or the curb valve. This connection shall be made by the Company, or its representative, without cost to the customer and it remains the property of the Company.
- ~~(b) Customer Service Line.~~ The Customer Service Line consists of the pipe from the outlet of the curb valve or, if there is no curb valve, from the property or lot line, to and including the Natural Gas Riser and the meter connection.

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## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

6. Removal By, and Change in Financial Status of Customer. At the option of the Company, the Company shall have the right to shut off the gas and to remove its property from the customer's premises and the Company 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 customer and not paid for, which amount shall become due and payable immediately upon such demand, when the customer vacates the premises, becomes bankrupt or a receiver, trustee, guardian, or conservator is appointed for the assets of the customer, or the customer makes assignment for the benefit of creditors.
7. Bill Format and Billing Procedure. The Company's policy on bill format and billing procedure shall comply with Sections 4901:1-13-11 and 4901:1-29-12 of the Ohio Administrative Code as amended from time to time.

### SECTION III - PHYSICAL PROPERTY

1. Service Lines. The general term "service pipe" or "service line" is commonly used to designate the complete line or connection between the Company main up to and including the meter connection. It consists of two distinct parts, (a) the Service Line Connection, and (b) the Customer Service Line. These connections consisting of the connection at the main and necessary pipe and appurtenances shall be made by the Company, or its representative, without cost to the customer and it remains the property of the Company.

(a) Service Line Connection. The Service Line Connection consists of the connection at the main, necessary pipe and appurtenances to extend to the property line or the curb valve. This connection shall be made by the Company, or its representative, without cost to the customer and it remains the property of the Company.

(b) Customer Service Line. The Customer Service Line consists of the pipe from the outlet of the curb valve or, if there is no curb valve, from the property or lot line, to and including the Natural Gas Riser and the meter connection. The Company shall have the right to prescribe the size, location and termination points of the Customer Service Line.

(c) Natural Gas Riser. A Natural Gas Riser is the vertical portion of the Customer Service Line that connects the balance of the Customer Service Line to the meter setting. A Natural Gas Riser can also be used to connect the balance of the Customer Service Line to the customer service regulator setting.

(d) Responsibility for Repair or Replacement of Prone to Failure Natural Gas Risers. Pursuant to Commission orders in Case No. 07-0478-GA-UNC, the Company has assumed responsibility for the replacement of existing prone to failure risers and associated hazardous Customer Service Lines, as identified in PUCO Case No. 05-0463-GA-COI. A Customer may arrange for repair or replacement of their prone to fail riser and hazardous Customer Service Line associated with a prone to fail riser by using a plumber qualified in accordance with Company requirements to make such replacements or repairs and to restore service.

(e) Responsibility for Repair or Replacement of Customer Service Line Not Associated with a Prone to Fail Riser. The Customer Service Line shall be repaired or replaced by the Company, or its representative, in those cases where a leak or condition in or on the Customer Service Line is determined by the Company to be a "Hazardous Customer Service Line Leak."

(f) Definition of Hazardous Customer Service Line Leak. A Hazardous Customer Service Line Leak is a condition that is identified on the Customer Service Line and which, as determined by the Company, presents either: an existing or probable hazard to persons or property; or, requires a scheduled repair or replacement based upon severity or location.

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COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 6a

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

~~(g) Treatment of Hazardous Customer Service Line Leaks. The Company will immediately take action to repair or replace, or schedule for repair or replacement. Hazardous Customer Service Line Leaks based on the severity of the leak and the probable hazard to persons and property. The repair or replacement of a Hazardous Customer Service Line Leak which requires immediate discontinuation of service to the customer due to the severity of the condition will be completed by the end of the first full day after service is discontinued, unless the Company is unable to perform the repairs or replacements due to lack of access or unsafe working conditions. The customer and the Company may also agree upon a mutually acceptable timeframe for the completion of repairs or replacements requiring either a discontinuation of service or a scheduled discontinuation of service.~~

~~(h) Reimbursement to Customers. The Company shall reimburse any Customer who repaired or replaced a prone to failure Natural Gas Riser or a prone to failure Natural Gas Riser and an associated hazardous Customer Service Line, using the services of a DOT Operator Qualified plumber, between November 24, 2006 and April 9, 2008. Reimbursement will be at actual costs incurred by the Customer, as proven by the Customer provided receipt, with the maximum reimbursement for replacement of a prone to failure Natural Gas Riser being \$500 per Natural Gas Riser and the maximum reimbursement for an associated hazardous Customer Service Line being \$1,000. After April 9, 2008, any Customer who repairs or replaces a prone to failure Natural Gas Riser or a Customer Service Line with a Hazardous Customer Service Line Leak associated with a prone to failure Natural Gas Riser, using the services of a plumber qualified in accordance with Company requirements to make such replacements or repairs and to restore service, will be reimbursed at actual costs incurred by the Customer, as proven by the Customer provided receipt, with the maximum reimbursement for replacement of a prone to failure Natural Gas Riser being \$385 for a full riser replacement, and \$330 for a riser repair using a ServiSort fitting, and the maximum reimbursement for an associated Hazardous Customer Service Line being \$1,000. Reimbursement to a Customer will be made within 60 days of the Customer's submission of a receipt for work performed, through reimbursement check. Upon reimbursement to the Customer for repair or replacement of a Customer Service Line or Natural Gas Riser, the Customer Service Line or Natural Gas Riser shall become the property of the Company. The Company~~



## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

**(g) Treatment of Hazardous Customer Service Line Leaks.** The Company will immediately take action to repair or replace, or schedule for repair or replacement, Hazardous Customer Service Line Leaks based on the severity of the leak and the probable hazard to persons and property. The repair or replacement of a Hazardous Customer Service Line Leak which requires immediate discontinuation of service to the customer due to the severity of the condition will be completed by the end of the first full day after service is discontinued, unless the Company is unable to perform the repairs or replacements due to lack of access or unsafe working conditions. The customer and the Company may also agree upon a mutually acceptable timeframe for the completion of repairs or replacements requiring either a discontinuation of service or a scheduled discontinuation of service.

**(h) Reimbursement to Customers.** The Company shall reimburse any Customer who repaired or replaced a prone to failure Natural Gas Riser or a prone to failure Natural Gas Riser and an associated hazardous Customer Service Line, using the services of a DOT Operator-Qualified plumber, between November 24, 2006 and April 9, 2008. Reimbursement will be at actual costs incurred by the Customer, as proven by the Customer-provided receipt, with the maximum reimbursement for replacement of a prone to failure Natural Gas Riser being \$500 per Natural Gas Riser and the maximum reimbursement for an associated hazardous Customer Service Line being \$1,000. After April 9, 2008, any Customer who repairs or replaces a prone to failure Natural Gas Riser or a Customer Service Line with a Hazardous Customer Service Line Leak associated with a prone to failure Natural Gas Riser, using the services of a plumber qualified in accordance with Company requirements to make such replacements or repairs and to restore service, will be reimbursed at actual costs incurred by the Customer, as proven by the Customer-provided receipt, with the maximum reimbursement for replacement of a prone to failure Natural Gas Riser being \$385 for a full riser replacement, and \$330 for a riser repair using a ServiSert fitting, and the maximum reimbursement for an associated Hazardous Customer Service Line being \$1,000. Reimbursement to a Customer will be made within 60 days of the Customer's submission of a receipt for work performed, through reimbursement check. Upon reimbursement to the Customer for repair or replacement of a Customer Service Line or Natural Gas Riser, the Customer Service Line or Natural Gas Riser shall become the property of the Company. The Company will not process any requests for reimbursement for repairs or replacements conducted between November 24, 2006 and April 9, 2008 after September 1, 2008.

**(k) Company Rights and Responsibilities.** The Company assumes financial responsibility for repair or replacement of all Hazardous Customer Service Line Leaks and for repair or replacement of Natural Gas Risers prone to failure as of April 9, 2008. Ownership of each Customer Service Line will continue to remain with the Customer until such time a repair or replacement of these facilities is required. At that point, any investment made by the Company in the repair or replacement of the facilities will be the property of the Company. The Company may terminate gas service where the Customer has refused access to the premises for the repair or replacement of a Hazardous Customer Service Line Leak or replacement of Natural Gas Risers prone to failure.

**(l) Customer's Rights and Responsibilities.** The Customer shall be responsible at all times for the safekeeping of Customer Service Lines installed on Customer's premise. The Customer or Customer's agent shall be liable for the cost of repairs for damage done to the Customer Service Line due to negligence or misuse by the Customer or Customer's agent on the Customer's premises.

**(m) Testing and Certification of Results.** The Company is responsible for the testing of the Service Line Connection and the Customer Service Line at no cost to the Customer and is also responsible for the evaluation, classification and documentation of leaks or conditions where repair or replacement are warranted. If the Customer has arranged for the replacement or repair of a prone to failure riser or a prone to failure riser and an associated Hazardous Customer Service Line, the plumber will be responsible for testing the Service Line Connection and the Customer Service Line.

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**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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- 25. Pressure Regulators.** Where service is provided from intermediate or medium pressure distribution lines, the Company shall furnish the necessary regulator or regulators, which regulator or regulators shall remain the property of the Company.

Where service is provided from a high pressure transmission line, the customer shall, at his expense, provide, install and maintain a suitable regulator or regulators for reducing the pressure. The regulator or regulators shall be installed in the manner required by the Company.

The customer shall install and maintain, at his expense, substantial housing acceptable to the Company in size and design for the regulator or regulators and the meter in order to protect them from the weather and molestation.

If it becomes necessary to construct, operate, and maintain a heater on the inlet side of the high pressure regulator to maintain satisfactory operation of the regulator or regulators, the gas used in such heater shall be at the expense of the customer and shall be taken from the outlet side of meter serving the customer.

- 263. Meter Furnished.** The Company will furnish each customer with a meter of such size and type as the Company may determine will adequately serve the customer's requirements and such meter shall be and remain the property of the Company and the Company shall have the right to replace it as the Company may deem it necessary.

- 274. Meter Location.** The Company shall determine the location of the meter. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Company ~~may~~will require the customer, at the customer's expense, to relocate the meter setting together with any portion of the customer's service line necessary to accomplish such relocation.

- 285. Only Company Can Connect Meter.** The owner or customer shall not permit anyone who is not authorized agent of the Company to connect or disconnect the Company's meters, regulators, or gauges, or in any way alter or interfere with the Company's meters, regulators or gauges.

- 296. House Piping.** The customer shall own and maintain the house piping from the outlet of the meter to gas burning appliances. The Company shall have no obligation to install, maintain or repair said piping.

- 307. Appliances.** The customer shall own and maintain all gas-burning appliances. The Company shall have no obligation to install, maintain, or repair appliances.

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

**318. Standards for Customer's Property.** The ~~Customer's Service Line~~, house lines, fittings, valve connections and appliance venting shall be installed with materials and workmanship which meet the reasonable requirements of the Company. Prior to initial establishment of service the gas piping downstream of the meter must be inspected, either by a local building code authority or other appropriate governmental entity, by a person specifically authorized by such authority or entity to conduct such inspections, or by the Company if no such authority, entity or person conducts such inspections. In addition, prior to the establishment or reestablishment of gas service, the gas piping downstream of the meter must be tested by the Company, or its representative, in accordance with Chapter 4901:1-13-05(A)(3) of the Ohio Administrative Code to determine that no leaks exist.

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 the line by the Company, the necessary correction shall be made at the customer's expense and then the lines will be inspected and tested again in accordance with Chapter 4901:1-13-05(A)(3) of the Ohio Administrative Code. Each additional inspection or test, when required after correction, shall be subject to a charge covering the cost thereof.

In the case of a defect or other unsatisfactory condition that is limited to a particular appliance or appliances, the Company may in its discretion shut off the flow of gas to the affected appliance(s) and establish service to the premises. In such cases, the necessary correction shall be made at the customer's expense, and the Company shall not be responsible for inspecting or testing such corrections.

**329. Discontinuance of Supply on Notice of Defect in Customer's Property.** If the ~~customer's Customer Service Line, other gas house lines~~, fittings, valves, connections, gas appliances or equipment on a customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of such defect or condition, may discontinue the supply of gas to such appliances or equipment or to such ~~service line or such other gas house~~ lines until such defect or condition has been rectified by the customer or the Company in compliance with the reasonable requirements of the Company.

**3310. No Responsibility for Material or Workmanship.** The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in, the ~~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.

**3411. Inspection of Altered Piping.** It shall be the duty of the customer to notify the Company promptly of any additions, changes, alterations, remodeling or reconstruction affecting gas piping on the customer's premises.

**35. Extension of Distribution Mains.** ~~For the purposes of this provision applicants for domestic service shall be divided into classes, as follows:~~

~~An applicant who will utilize gas as the major source of energy for air conditioning and space heating and for base load such as water heating, cooking, refrigeration, incineration or drying (hereinafter referred to as a "Class 1 Applicant"); and~~

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

**12. Extension of Distribution Mains.** For the purposes of this provision applicants for service shall be considered as follows:

Any other applicant (hereinafter referred to as a "Class 2 Applicant").

The Company will extend its distribution mains on any dedicated street or highway without cost up to but not more than a distance of ~~two hundred (200) feet for each Class 1 Applicant, and up to but not more than one hundred (100) feet for each Class 2 Applicant.~~

Upon application for a ~~domestic residential~~ service extension of main in excess of ~~two hundred (200) feet for each Class 1 Applicant, and one hundred (100) feet per for each Class 2 Applicant,~~ the Company may enter into a line extension agreement providing for a deposit with the Company of a sum deemed adequate by the Company to cover the cost to be incurred by it for that portion of the extension in excess of the footages which the Company will construct without cost to the applicant. The amount of deposit shall be determined by multiplying the excess footage as herein above determined by the average cost per foot to the Company of ~~two (2) inch distribution similar size main installed during the preceding calendar year.~~ The sum so deposited shall be subject to refund on the basis of the cost per foot deposited multiplied by ~~two hundred (200) for each additional Class 1 Applicant, and one hundred (100) for each additional Class 2 Applicant who becomes a bona fide customer connected to the extension but not to laterals therefrom or to further extensions thereof.~~ The classification of the applicant shall be finally determined by the Company at the time the applicant becomes a bona fide customer connected to the extension. No refunds shall be paid after the expiration of ~~ten seven (407) years from the date of the agreement.~~

Where a main extension is necessary to provide service availability to plots of lots or real estate subdivisions and such main extension is not deemed justified at the Company's expense, the owners, ~~developers~~ or promoters of such plots of lots or real estate subdivisions may enter into a line extension agreement and deposit with the Company the estimated cost of that portion of the main extension which is not deemed justified at the Company's expense. This deposit will be refunded at the average cost of ~~two hundred (200) feet for each bona fide customer connected to the extension but not to laterals therefrom or to further extensions thereof who will utilize gas for base load purposes and as the major source of energy for space heating and air conditioning, and at the average cost of one hundred (100) feet for any other each bona fide customer connected to the extension but not to laterals therefrom or to further extensions thereof.~~ The classification of the customer shall be determined by the Company at the time he is connected to the extension. No refunds shall be paid after the expiration of ~~ten seven (407) years from the date of the agreement.~~

Where a main extension is requested for mixed use (combination residential and commercial projects), commercial projects or industrial purposes projects, and all or part of such main extension is not deemed economically justified at the Company's expense, based on a cost-benefit study, the Company shall require the applicant or applicants to enter into a line extension agreement and deposit with the Company the estimated cost of that portion of the main extension which is not deemed economically justified at the Company's expense, based on such study. This deposit will be refunded annually, based upon the incremental volumes sold directly from the main extension which are over and above those volumes used to determine the portion of the main extension to be done at the Company's expense. The refund shall be determined by multiplying such incremental volumes by the applicable base rates. No refunds shall be paid after the expiration of ~~ten seven (407) years from the date of the agreement.~~

Filed Pursuant to PUCO Entry dated August 22, 1996 in Case No. 96-422-CA-AEC, et al.

Issued: September 18, 1996

Effective: September 18, 1996

Issued By  
K. I. Shroyer, W. Partridge, Jr., Vice-President

COLUMBIA GAS OF OHIO, INC.

~~First~~Second Revised Sheet No. 10  
Cancels  
~~Original~~First Revised Sheet No. 10

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

In no case shall the total of refunds exceed the amount deposited for the extension. Deposits will not draw interest. All extensions shall be the property of the Company.

The Company shall have no obligation to make any extensions during the months of December, January, February, or March.

Where a main extension is deemed economically justified at the Company's expense, based upon a cost-benefit study, no deposit shall be required.

13. Addition and Replacement of Facilities. Where it is necessary, and if Customer and Company agree in writing that it should be done, Company will construct additions, replacements or betterments of its facilities located at the Customer's measurement station in order to accommodate gas volumes delivered to the Customer. Customer shall pay Company the estimated cost of such additions, replacements, or betterments, including an adjustment for federal income tax, prior to the installation thereof.

Such estimate shall be accompanied by supporting data in such detail as Customer shall reasonably require. If the actual cost including an adjustment for federal income tax is less than the estimate, Company shall refund any overpayment to Customer. If the actual cost is greater than the estimate, Customer shall reimburse Company for the additional cost, including an adjustment for Federal Income tax. Such facilities shall remain the property of Company.

**SECTION IV - GENERAL**

**361. OBLIGATION TO SERVE**Obligation To Serve

A. **Core Market.** The Company is obligated to serve on a firm service basis; (1) 100 percent of Residential customers, (2) 100 percent of the remaining Human Needs customers and (3) 100 percent of the remaining Firm Service customers. Together the above customers constitute the Company's "Core Market".

(1) **Human Needs Customer.** The category "Human Needs" includes any service account where the use of natural gas is for space heating of a permanent residence or for use by a governmental agency or public service organization which provides emergency or life support services. Human needs customers shall include hospitals, nursing homes, and residential correctional institutions, but shall exclude hotels and motels.

(2) **Remaining Firm Service Customers.** This category includes all Non-Residential and Human Needs customers that require Full Requirements Service except for transportation customers who have elected transportation service as of June 3, 1994. All Non-Residential customers using less than 2,000 Mcf per year must be classified as Remaining Firm Service. Customers on this service can choose either firm sales or full or partial requirements~~firm transportation~~ service.

Filed in accordance with Public Utilities Commission of Ohio Entry dated January 9, 2008 in Case No. 07-1202-GA-ATA.

Issued: January 16, 2008

Effective: January 16, 2008

Issued By  
J. W. Partridge Jr., President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS (CONT'D)**

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B. ~~Non-Core Market.~~ The Company's Non-Core Market includes all customers taking transportation service that do not require 100 percent firm service.

C. ~~Annual Sales Election.~~ Effective January 27, 1995 Customers may only elect to change from sales to transportation service on an annual basis. Notification of a change of service must be provided to Company no later than January 2 with service effective the following April 1. Sales customers may elect to join customer groups between elections. Customer must execute a Service Agreement with the Company in order to receive transportation service. Transportation customers who elect to return to sales service are subject to the Terms and Conditions of Part 60, Obligation to Serve Following Termination of Transportation Agreement.

36a2. These Rules and Regulations are subject to and include as part thereof all orders, rules and regulations applicable to the Company from time to time issued or established by The Public Utilities Commission of Ohio under its emergency powers.

373. The Company 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 Company may deem necessary or convenient in the conduct of its business.

~~Approval of the above tariff language by the Public Utilities Commission of Ohio does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.~~

384. **Termination Procedure For Nonpayment.**

A.(a) **Residential Termination Procedure For Nonpayment.** The Company shall follow the termination procedure established in Ohio Administrative Code Section 4901:1-18, and any subsequent amendments thereto, which section is incorporated herein by reference.

B.(b) **Small Commercial Termination Procedure For Nonpayment.** The Company shall follow the termination procedure established in Rule 4901:1-13-08 of the Ohio Administrative Code.

Copies of these rules shall be made available for inspection upon the request or inquiry of any customer or applicant for service.

C.(c) **Advance Notice of Disconnection or Termination of Service.** If a Property Owner/Rental Agent requests disconnection of service and there are remaining tenants at the premises, the Company is required to notify the tenants of the intended disconnection of service. This notification will be posted in a conspicuous place at the premises at least 10 working days prior to the scheduled date for disconnection of service. The Property Owner/Rental Agent shall be liable for all gas consumed during the notice period.

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**ISSUED:** January 16, 2008

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Issued By  
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~~First~~Second Revised Sheet No. 12

Cancels

COLUMBIA GAS OF OHIO, INC.

~~Original~~First Sheet No. 12

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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If a tenant requests disconnection of service or if service is to be terminated for non-payment, the Company, upon the request of the Property Owner/Rental Agent, shall notify the Property Owner/Rental Agent of the pending disconnection or termination of service. This notification will be made at least 3 working days prior to the scheduled date for disconnection or termination of service. The tenant shall be liable for all gas consumed during the notice period.

~~395.~~ RULES AND REGULATIONS REGARDING UNIFORM PURCHASE GAS ADJUSTMENT CLAUSE  
PURSUANT TO SECTION 4905.302, REVISED CODE AND CHAPTER 4901:1-14, OHIO  
ADMINISTRATIVE CODE ARE INCORPORATED HEREIN BY REFERENCE.

Filed in accordance with Public Utilities Commission of Ohio Entry dated January 9, 2008 in Case No. 07-1202-GA-ATA.

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COLUMBIA GAS OF OHIO, INC.

~~First~~Second Revised Sheet No. 13

Cancels

~~Original~~First Revised Sheet No. 13

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**THIS SHEET IS RESERVED FOR FUTURE USE**

**6. Miscellaneous Charges**

The following charges shall apply to all classes of customers:

**(a) Reconnection Trip Charge**

If a service is reconnected after disconnection, a charge of fifty-two dollars (\$52.00) shall be assessed.

**(b) Collection Charge**

If payment is made to an employee whose authorized purpose was to disconnect service and who is authorized to accept such payment, or to an employee dispatched to the premises to accept payment, a charge of five dollars and fifty cents (\$5.50) may be assessed on each of such visits and shall be payable at the time of such visit.

**(c) Dishonored Check Charge**

Whenever a customer pays a bill by check and the check is returned to the company by the customer's financial institution for lack of sufficient funds in the customer's account, there may be a dishonored check charge assessed for each check returned. Such customer shall be charged eighteen dollars (\$18.00) for processing the dishonored check.

**(d) Late Payment Charge**

If a bill payment is not received by the company or by the company's authorized agent on or before the specified payment date, which shall be the date of the company's next scheduled meter reading date whether actual or estimated, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the customer's total obligation. This provision is not applicable to: (1) unpaid account balances existing prior to the effective date of this rule and regulation, or (2) unpaid account balances of customers enrolled in payment plans pursuant to Section 4901:1-18-04, Ohio Administrative Code.

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J. W. Partridge Jr., President



COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 14

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

## 40. Miscellaneous Charges

The following charges shall apply to all classes of customers:

### (a) Reconnection Trip Charge

(1) If a service is reconnected after disconnection, a charge of nineteen dollars (\$19.00) shall be assessed.

(2) If service is reconnected after disconnection after company's normal business hours, a charge of twenty-seven dollars (\$27.00) shall be assessed.

### (b) Collection Charge

If payment is made to an employee whose authorized purpose was to disconnect service and who is authorized to accept such payment, or to an employee dispatched to the premises to accept payment, a charge of five dollars and fifty cents (\$5.50) may be assessed on each of such visits and shall be payable at the time of such visit.

### (c) Dishonored Check Charge

Whenever a customer pays a bill by check and the check is returned to the company by the customer's financial institution for lack of sufficient funds in the customer's account, there may be a dishonored check charge assessed for each check returned. Such customer shall be charged eight dollars (\$8.00) for processing the dishonored check.

### (d) Late Payment Charge

If a bill payment is not received by the company offices or by the company's authorized agent on or before the specified payment date, which shall be the date of the company's next scheduled meter reading date whether actual or estimated, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the customer's total obligation. This provision is not applicable to: (1) unpaid account balances existing prior to the effective date of this rule and regulation, or (2) unpaid account balances of customers enrolled in payment plans pursuant to Section 4901:1-18-04, Ohio Administrative Code, (3) unpaid account balances of less than \$2,000.

## 6. (Continued)

### (e) Tie-in Charge

If a tie-in is required to restore service to the same customer who had his/her service line cut and plugged as a result of repeated detection of unauthorized use of service, a charge of up to four hundred fifty seven dollars (\$457.00) or actual cost, whichever is less, shall be assessed. Unauthorized use of service includes:

(1) Detection by Company of meter having been turned on after non-pay turn off by Company, or

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Issued: October 26, 1994

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Issued By

K. I. Shroyer, J. W. Partridge Jr., Vice-President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 14

# **RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS**

(2) Detection by Company of meter and curb valve having been turned on after non-pay turn off,  
or

(3) Detection by Company of by-passing meter inlet and outlet connections after removal of  
meter.

(f) Theft of Service Investigation Fee

Whenever the gas service meter, metering equipment, or associated property is damaged, interfered with, displaced, bypassed or otherwise tampered with by a customer, consumer or other person, or when a person not authorized by Company has reconnected service, and Company investigator has been dispatched to investigate the matter prior to disconnection, the customer shall pay an Investigation Fee of eighty eight dollars (\$88.00) prior to reconnection in addition to other required reconnection charges. The Investigation Fee will only be levied in those circumstances where the company has reasonable proof of the customer's fraudulent or damaging practice. Reasonable proof includes: an admission by the customer, documentation evidencing the fraudulent or damaging practice; or, personal observation by Company personnel or representatives of Company

(g) Meter Test Charge

If a meter is tested at the request of a customer and said test result demonstrates the meter was operating within accepted tolerances, a charge of forty dollars (\$40.00) shall be assessed. If the meter was not operating within accepted tolerances, there shall be no charge for the test or removal.

## **SECTION V – SALES SERVICE**

### **1. Definitions (As used herein)**

A "Account" includes all gas consumption of the same individual, governmental entity or corporate entity (including subsidiaries and affiliates), that (1) occurs at a single service address; (2) is measured by a master meter; or (3) Company treated as a single "Account" prior to November 1, 2008.

B "Annual Period" means the twelve-month period beginning on the first day of Customer's November billing cycle and ending on the last day of Customer's October billing cycle.

C "Business Day" is a Day that is a weekday (Monday through Friday), excluding holidays.

Filed Pursuant to PUCO Entry dated May 3, 1990 in Case No. 89-616-GA-AIR, et al

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K. L. Shroyer, W. Partridge Jr., Vice-President

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

40. (Continued)

~~(e)~~ Tie in Charge

~~If a tie-in is required to restore service to the same customer who had his/her service line cut and plugged as a result of repeated detection of unauthorized use of service, a charge of up to \$290.00 or actual, whichever is less, shall be assessed. Unauthorized use of service includes:~~

- ~~(1) Detection of turning on meter after non-pay turn off by Company, and;~~
- ~~(2) Detection of turning on meter and curb valve after non-pay turn off by Company, and;~~
- ~~(3) Detection of by-passing meter inlet and outlet connections after removal of meter by Company;~~

~~(f)~~ Meter Test Charge

~~If a meter is tested at the request of a customer and said test result demonstrates the meter was operating within accepted tolerances, a charge of seventeen dollars (\$17.00) shall be assessed. If the meter was not operating within accepted tolerances, there shall be no charge for the test or removal.~~

~~(g)~~ Automatic Meter Reading (AMR) Charge

~~If a customer requests that a AMR be installed at his/her premises, a charge of thirty five dollars (\$35.00) shall be assessed.~~

D "Commercial Customer" is a Customer using gas through a single meter in commercial activities such as apartment buildings, rooming and boarding dwellings, residential hotels, multifamily row housing, doubles, duplexes, combination commercial and residential accounts be considered commercial if usage is half or more than half of the total service, and for all other situations where gas is supplied to consumers in two or more dwelling units designed for the primary purposes of residences. Includes warehousing, distributing or selling commodities, providing professional services, wholesale and retail stores, offices, office buildings, hotels, clubs, lodges, associations, restaurants, railroad and bus stations, banks, laundries, dry cleaners, mortuaries, garages for commercial activity, gasoline stations, theaters, bowling alleys, billiard parlors, motor courts, camps, bars, grills, taverns, retail bakeries, hospitals, schools, churches, religious and charitable institutions, governmental agencies or the like.

E "Company" means Columbia Gas of Ohio, Inc.

F "Company's Billing Cycle" means the Company's accounting revenue month.

G "Customer" means any individual, governmental, or corporate entity taking sales service hereunder. A Customer may have more than one Account, as defined herein. The Company's service under the applicable rate schedules is provided to a single Account.

Filed Pursuant to PUCO Entry dated July 6, 1989 in Case No. 89-500 GA TRF and August 18, 2004 in Case No. 04-1166 GA-ATA.

Issued: August 24, 2004

Effective: August 24, 2004

Issued By  
J. W. Partridge, Jr., President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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H "Customer's Billing Cycle" means the monthly period that occurs between monthly meter readings taken by Company for billing purposes at Customer's facilities.

I "Customer's Facilities" means the Customer's property, factories, and buildings where natural gas is being consumed.

J "Day" means 24-hour period beginning at 9:00 a.m. central clock time.

K "Dekatherm" or "Dth" means one million British thermal units (Btu's).

L "High Priority" means the Customer has contracted for a better quality of service. The order of interruption, which determines the quality of service, is as follows: (1) All volumes exceeding Authorized Daily Volumes; (2) volumes consumed by or delivered to customers served under Rate Schedules LGS, FRLGTS and LGTS; (3) volumes consumed by or delivered to customers served under Rate Schedules GS, FRGTS, FRCTS and GTS; (4) Standby Service; (5) volumes consumed by or delivered to customers served under Rate Schedules SGS, SGTS and FRSGTS; and (6) human needs customers.

M "Industrial Customer" means a customer using gas in a process which either involves the extraction of raw or unfinished materials in another form or product through the application of heat or heat treating, steam agitation, evaporation, baking, extraction, drying, distilling, etc.

N "Mcf" means one thousand cubic feet of natural gas.

O "PUCO" means Public Utilities Commission of Ohio.

P "Residential Customer" means Customer using gas in a single-family residential dwelling or unit for space heating, air conditioning, cooking, water heating, incineration, refrigeration, laundry drying, lighting, incidental heating, or other domestic purposes. Includes a tenant billed for natural gas consumption or use by other tenants at the same premises.

First Revised Sheet No. 17

Cancels

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 17

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**BILLING ADJUSTMENTS:**

~~For all gas sold hereunder, the bill shall be computed to reflect applicable billing adjustments as set forth in Part No. 41 of the Company's Rules and Regulations governing the distribution and sale of gas.~~

**LATE PAYMENT CHARGE:**

Upon next scheduled billing date, one and one-half percent (1-1/2%) will be applied to the unpaid balance of \$2,000 or more, as provided in Section IV, Part No. 406 of the Company's Rules and Regulations governing the distribution and sales of gas.

Filed Pursuant to PUCO Entry dated September 29, 1994 in Case No. 94-987-GA-AIR

Issued: October 26, 1994

Effective: With Gas Used On and  
After November 1, 1994

Issued By  
K-I. Shroyer, J. W. Partridge, Vice-President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

**MURPHY GENERAL SERVICE (MGS)**

**APPLICABILITY:**

Applicable in all territories formerly served by Murphy Gas Company.

**AVAILABILITY:**

Available to all customers located in the service territory previously served by Murphy Gas Company.

**GENERAL SALES RATE:**

All gas consumed per account per month \$.7514 per Mcf

A 'Customer Charge' of \$3.25 per account per month, regardless of gas consumed.

An "account" includes all gas consumption which (1) is consumed by the same individual, governmental, or corporate entity, including subsidiaries and affiliates, and (2) occurs on property which is either contiguous or is separated by no more than the width of a public or private right of way.

**GAS COST RECOVERY:**

In addition to the above rates, all gas consumed is subject to the Gas Cost Recovery Provision of Ohio Administrative Code Section 4901:1-14, and any subsequent amendments thereto, which section is incorporated herein by reference.

**EXCISE TAX RIDER**

Effective July 1, 2001 all bills rendered will be adjusted to provide for recovery of Columbia's excise tax liability on all volumes billed by, or on behalf of, the Company as specified on Sheet 30 of this tariff.

**BILLING ADJUSTMENTS:**

For all gas sold hereunder, the bill shall be computed to reflect applicable billing adjustments as set forth in Part No. 41 of the Company's Rules and Regulations governing the distribution and sale of gas.

**LATE PAYMENT CHARGE:**

Upon next scheduled billing date, one and one-half percent (1 1/2%) will be applied to the unpaid balance of \$2,000 or more, as provided in Part No. 40 of the Company's Rules and Regulations governing the distribution and sales of gas.

**UNCOLLECTIBLE EXPENSE RIDER:**

All bills rendered pursuant to this tariff will be adjusted to provide for the recovery of Columbia's uncollectible expenses through the application of the Uncollectible Expense Rider specified on Sheet 29 of this tariff.

**INFRASTRUCTURE REPLACEMENT PROGRAM RIDER**

All bills rendered pursuant to this tariff will be adjusted to provide for the recovery of Columbia's infrastructure replacement program costs through the application of the Infrastructure Replacement Program Rider specified on Sheet 30 d of this tariff.

**THIS SHEET IS RESERVED FOR FUTURE USE**

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500 AU-TRF and June 4, 2008 in Case Nos. 07-478 GA-UNC and 07-237 GA-AAM.

Issued: June 30, 2008

Effective: June 30, 2008

Issued By  
J. W. Partridge, President

COLUMBIA GAS OF OHIO, INC.

~~Third~~Fourth Revised Sheet No. 18

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

### GENERAL SERVICE (GS)

#### APPLICABILITY:

Applicable in all territories served by Company.

#### AVAILABILITY:

~~Available to all customers provided that Customer consumes at least 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st.~~

#### GENERAL SALES RATE:

#### AVAILABILITY

Available to all customers provided that Customer consumes at least 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st.

First 25,000 Cubic Feet/Mcf per account per month \$1.718343.607¢ per Mcf/100 cubic feet

Next 75 Mcf per account per month \$1.3000 per Mcf

Over 10025,000 Cubic Feet/Mcf per account per month \$1.032512.784¢ per Mcf/100 cubic feet

A 'Customer Charge' of \$22.5046.50 per account per month, regardless of gas consumed.

### GENERAL SCHOOLS SALES RATE

#### AVAILABILITY

Available to all primary and secondary school customer accounts throughout Company's service territory provided that Customer consumes at least 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st.

First 25 Mcf per account per month \$1.6324 per Mcf

Next 75 Mcf per account per month \$1.2350 per Mcf

Over 100 Mcf per account per month \$0.9809 per Mcf

A 'Customer Charge' of \$21.37 per account per month, regardless of gas consumed.

~~An "account" includes all gas consumption which (1) is consumed by the same individual, governmental, or corporate entity, including subsidiaries and affiliates, and (2) occurs on property which is either contiguous or is separated by no more than the width of a public or private right of way.~~

In the event that Customer no longer qualifies for service hereunder, Company may terminate service hereunder and commence service under its Small General Service schedule.

#### GAS COST RECOVERY:

~~In addition to the above rates, all gas consumed is subject to the Gas Cost Recovery Provision of Ohio Administrative Code Section 4901:1-14, and any subsequent amendments thereto, which section is incorporated herein by reference.~~

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and June 4, 2008 in Case Nos. 07-178-GA-UNC and 07-237-GA-AAM.

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Effective: June 30, 2008

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J. W. Partridge, President

COLUMBIA GAS OF OHIO, INC.

~~Third~~Fourth Revised Sheet No. 18

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

**GROSS RECEIPTS TAX RIDER:**

All bills rendered pursuant to this tariff will be adjusted to provide for the recovery of Columbia's gross receipts tax liability on the gas cost portion of said bills through the application of the gross receipts tax rider specified on Sheet 30 of this tariff. This gross receipts tax rider shall not be applied to the bills of customers that are statutorily exempt from payment of the gross receipts tax.

**EXCISE TAX RIDER:**

~~Effective July 1, 2001 all bills rendered will be adjusted to provide for recovery of Columbia's excise tax liability on all volumes billed by, or on behalf of, the Company as specified on Sheet 30 of this tariff.~~

**UNCOLLECTIBLE EXPENSE RIDER:**

~~All bills rendered pursuant to this tariff will be adjusted to provide for the recovery of Columbia's uncollectible expenses through the application of the Uncollectible Expense Rider specified on Sheet 29 of this tariff.~~

**INFRASTRUCTURE REPLACEMENT PROGRAM RIDER**

~~All bills rendered pursuant to this tariff will be adjusted to provide for the recovery of Columbia's infrastructure replacement program costs through the application of the Infrastructure Replacement Program Rider specified on Sheet 30 d of this tariff.~~



COLUMBIA GAS OF OHIO, INC.

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**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**BILLING ADJUSTMENTS:**

~~For all gas sold hereunder, the bill shall be computed to reflect applicable billing adjustments as set forth in Part No. 41 of the Company's Rules and Regulations governing the distribution and sale of gas.~~

**BILLING ADJUSTMENTS**

For all gas sold hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section V, Part No. 3 of the Company's Rules and Regulations governing the distribution and sale of gas.

- (1) Gas Cost Recovery;
- (2) PIP Plan Tariff Schedule Rider;
- (3) Uncollectible Expense Rider;
- (4) Gross Receipts Tax Rider;
- (5) Excise Tax Rider;
- (6) CHOICE<sup>SM</sup> Program Sharing Credit; and
- (7) Infrastructure Replacement Program Rider.

**LATE PAYMENT CHARGE:**

~~Upon next scheduled billing date, one and one-half percent (1-1/2%) will be applied to the unpaid balance of \$2,000 or more, as provided in Section IV, Part No. 406 of the Company's Rules and Regulations governing the distribution and sales of gas.~~

Filed pursuant to PUCO Entry dated September 29, 1994 in Case No. 94-987-GA-AIR

ISSUED: October 26, 1994

EFFECTIVE: With Gas Used On and After  
November 1, 1994

Issued By  
K. L. Shroyer J. W. Partridge, Jr., Vice President

~~Second~~Third Revised Sheet No. 20  
Cancels  
~~First~~Second Revised Sheet No. 20

COLUMBIA GAS OF OHIO, INC.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

**LARGE GENERAL SERVICE (LGS)**

**APPLICABILITY:**

Applicable in all territories served by Company.

**AVAILABILITY:**

Available to any non-residential customer, provided that:

1. Service can be rendered within the limits of the Company's operating conditions and facilities;
2. Customer's consumption during one of the two most recent Annual Periods (November through October billing cycles) was at least 18,000 Mcf, or Customer presents evidence demonstrating to Company's satisfaction that it will consume at least 18,000 Mcf per year during future Annual Periods. In addition, at least 50% of Customer's annual consumption must be consumed in the seven billing months of April through October, or Customer has previously executed a Commercial or Industrial Gas Service Agreement with Company, which was in effect immediately prior to the initiation of service hereunder.
3. Company may, at its option, waive the requirement that 50% of the annual consumption must occur during the seven months of April through October where such waiver is necessary in order to serve a load which would not otherwise be served by Company, provided that at least 30% of Customer's annual consumption occurs during the months of April through October.

**LARGE GENERAL SALES RATE:**

First 2,000 Mcf per account per month	\$ <del>4614.4110</del> per Mcf
Next 13,000 Mcf per account per month	<del>2813.2520</del> per Mcf
Next 85,000 Mcf per account per month	<del>2513.2200</del> per Mcf
Over 100,000 Mcf per account per month	<del>1913.1740</del> per Mcf

A 'Customer Charge' of \$595.00 per Account per month, regardless of gas consumed.

~~An "account" includes all gas consumption which (1) is consumed by the same individual, governmental, or incorporate entity, including subsidiaries and affiliates, and (2) occurs on property which is either contiguous or is separated by no more than the width of a public or private right of way.~~

**GROSS RECEIPTS TAX RIDER**

~~All bills rendered pursuant to this tariff will be adjusted to provide for the recovery of Columbia's gross receipts tax liability on the gas cost portion of said bills through the application of the gross receipts tax rider specified on Sheet 30 of this tariff. This gross receipts tax rider shall not be applied to the bills of customers that are statutorily exempt from payment of the gross receipts tax.~~

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and March 15, 2001 in Case No. 01-484 GA-UNG.

Issued: March 19, 2001

Effective: April 1, 2001

Issued By  
J. W. Partridge, Vice-President

COLUMBIA GAS OF OHIO, INC.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

In the event that Customer no longer qualifies for service hereunder, Company may, upon thirty (30) days notice, terminate service hereunder and commence service under its Small General Service or General Service schedule.

**MINIMUM MONTHLY CHARGE:**

~~The Customer will take delivery of a minimum of 1,500 Mcf each month. If Customer fails to take delivery of 1,500 Mcf in any month, the Customer will be charged for volumes actually delivered at the total billing rate which includes the large general service sales rate, gas cost recovery and billing adjustments. The Customer will be charged the Large General Service sales rate and billing adjustments on volumes not delivered up to 1,500 Mcf in any billing month.~~

~~In case of complete suspension of industrial operations at customer's plant for a period of not less than seven (7) consecutive days in any billing month, so that customer would be billed the minimum monthly charge in such billing month, then customer shall be billed and pay an amount calculated by billing the volume of gas actually consumed during such billing month at the then currently effective total billing rate.~~

**BILLING ADJUSTMENTS**

For all gas sold hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section V, Part No. 3 of the Company's Rules and Regulations governing the distribution and sale of gas.

- (1) Gas Cost Recovery;
- (2) PIP Plan Tariff Schedule Rider;
- (3) Gross Receipts Tax Rider;
- (4) Excise Tax Rider;
- (5) CHOICE<sup>SM</sup> Program Sharing Credit; and
- (6) Infrastructure Replacement Program Rider.

**GAS COST RECOVERY:**

~~In addition to the above rates, all gas consumed is subject to the Gas Cost Recovery Provision of Ohio Administrative Code Section 4901:1-14, and any subsequent amendments thereto, which section is incorporated herein by reference.~~

**EXCISE TAX RIDER**

Effective July 1, 2001 all bills rendered will be adjusted to provide for recovery of Columbia's excise tax liability on all volumes billed by, or on behalf of, the Company as specified on Sheet 30 of this tariff.

**BILLING ADJUSTMENTS:**

~~For all gas sold hereunder, the bill shall be computed to reflect applicable billing adjustments as set forth in Part No. 41 of the Company's Rules and Regulations governing the distribution and sale of gas.~~

**LATE PAYMENT CHARGE:**

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and March 15, 2001 in Case No. 01-434-GA-UNC.

Issued: March 10, 2001

Effective: April 1, 2001

Issued By  
J. W. Partridge, Jr., Vice-President

COLUMBIA GAS OF OHIO, INC.

~~Original~~ First Sheet No. 21

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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Upon next scheduled billing date, one and one-half percent (1-1/2%) will be applied to the unpaid balance of \$2,000 or more, as provided in Section IV, Part No. 406 of the Company's Rules and Regulations governing the distribution and sales of gas.

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Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and March 15, 2001 in Case No. 01-484-GA-UNC.

Issued: March 19, 2001

Effective: April 1, 2001

Issued By  
J. W. Partridge, Jr., Vice-President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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41. ~~Billing Adjustments~~

~~The following adjustment(s) to the billing rates are presented on the succeeding sheet(s):~~

~~(a) Gas Cost Recovery Rate (GCR)~~

~~(b) Interim Emergency and Temporary PIP Plan Tariff Schedule Rider~~

~~(c) Temporary Base Rate Revenue Rider~~

~~(d) UPL Customer Surcharge~~

~~(h) GCR Transition Rider~~

~~(i) Gross Receipts Tax Rider~~

~~(j) Excise Tax Rider~~

~~(k) CRNGS Surcredit Rider~~

~~(l) Uncollectible Expense Rider~~

~~(m) CHOICE<sup>SM</sup> Program Sharing Credit~~

~~(n) Infrastructure Replacement Program Rider~~

**THIS SHEET IS RESERVED FOR FUTURE USE**

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500 AU TRF and June 4, 2008 in Case Nos. 07-478 GA UNC and 07-237 GA AAM.

Issued: ~~June 10, 2008~~

Effective: With bills rendered on and after ~~June 30, 2008~~

Issued By  
J. W. Partridge, Jr., President

~~Eighty-Ninth-Ninetieth~~ Revised Sheet No. 23

Cancels

COLUMBIA GAS OF OHIO, INC.

~~Eighty-Eighth~~Eighty-Ninth Revised Sheet No. 23

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**GAS COST RECOVERY (GCR)**

**APPLICABILITY:**

To all Sales Customers subject to the Gas Cost Recovery (GCR) as determined in accordance with Chapter 4901:1-14, O.A.C. (GCR Regulations).

**GAS COST RECOVERY RATE:**

A GCR rate of \$10.2569 ~~102.569 cents per~~ CMcf will apply to all sales.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and 08-221-GA-GCR.

Issued: ~~September 23, 2008~~

Effective: With Bills Rendered ~~September 29, 2008~~

Issued By  
J. W. Partridge, Jr., President

COLUMBIA GAS OF OHIO, INC.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**GAS SERVICE**

**INTERIM, EMERGENCY AND TEMPORARY**

**PIP PLAN TARIFF SCHEDULE RIDER**

**APPLICABLE:**

To all ~~sales~~ Customers who were sales Customers as of June 3, 1994, and any new Customer Account established after June 3, 1994.

**PIP PLAN TARIFF BASE RATE RIDER:**

A PIP Plan base rate rider of \$ .04004 per ~~C~~Mcf will apply to all tariff volumes of applicable customers.

Filed under the authority of the Public Utilities Commission of Ohio in Case No. 05-1427-PIP.

ISSUED: ~~February 28, 2006~~

EFFECTIVE: With bills rendered on and after ~~March 2, 2006~~

Issued By  
J. W. Partridge, Jr., President

COLUMBIA GAS OF OHIO, INC.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

**GAS TRANSPORTATION SERVICE  
TRANSPORTATION TAKE-OR-PAY SURCHARGE (1)**

**APPLICABLE:**

To all transportation volumes.

**TRANSPORTATION TAKE-OR-PAY SURCHARGE:**

The maximum TOP surcharge shall be \$.10 per Mcf for delivery by Company to Customer to all Customer-owned gas and is in addition to the delivery charge and optional service charges provided for under contract or tariff.

To meet competition and retain throughput, the Company may be required to flex the level of the TOP surcharge to customers subject to this tariff.

The above rate has been adjusted to include the effect of the Ohio Excise Tax on Gross Receipts. In the event the rate of the Excise Tax increases, or any new State or Local taxes are imposed upon the Company applicable to the delivery of gas, the TOP surcharge will be adjusted to include any such increase and/or additional taxes.

**EXCISE TAX RIDER****APPLICABILITY****ALL CUSTOMERS EXCEPT FLEX CUSTOMERS:**

<u>First 100 Mcf per account per month</u>	<u>\$1.593 per Mcf</u>
<u>Next 1,900 Mcf per account per month</u>	<u>\$0.877 per Mcf</u>
<u>Over 2,000 Mcf per account per month</u>	<u>\$0.411 per Mcf</u>

**FLEX CUSTOMERS:**

All bills rendered to a flex customer, as defined by Ohio Revised Code 5727.80 (N), shall be adjusted to provide for recovery of this tax at a rate of \$.02 per Mcf on all volumes delivered with a corresponding reduction to the flexed base rate(s) being billed the account.

Filed pursuant to PUCO Entry dated June 17, 1993 in Case No. 93-883-GA-UNC

ISSUED: October 26, 1994

EFFECTIVE: June 3, 1993

Issued By  
K. L. Shroyer, J. W. Partridge, Jr., Vice-President



COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 25

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS

(1) ~~Take or Pay Surcharge temporarily suspended.~~

Filed pursuant to PUCO Entry dated June 17, 1993 in Case No. 93-883-CA-UNC

ISSUED: October 26, 1994

EFFECTIVE: June 3, 1993

Issued By

K. L. Shroyer, J. W. Partridge, Jr., Vice President

COLUMBIA GAS OF OHIO, INC.

~~Third~~Fourth Sheet No. 26

# **RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS**

## **SMALL GENERAL SERVICE TEMPORARY BASE RATE REVENUE RIDER**

### **APPLICABILITY:**

Applicable to all Small General Service sales volumes and all volumes delivered under the Full Requirements Small General Transportation Service and the Small General Transportation Service schedules.

### **TEMPORARY BASE RATE REVENUE RIDER RATE:**

All gas consumed per account per month \$.0063 per Mcf.

## **CHOICE<sup>SM</sup> PROGRAM SHARING CREDIT**

### **APPLICABILITY**

Applicable to all Customers served under rate schedules SGS, GS and LGS.

### **DESCRIPTION**

Credit per Mcf for the sharing of off-system sales and capacity release revenues, to the extent Columbia is required to share such revenues with Customers pursuant to an order or entry of the Public Utilities Commission of Ohio. This credit reflects the pass back of revenues in accordance with the terms of the Joint Stipulation and Recommendation filed by the parties in Case No. 96-113-GA-ATA; Case No. 04-221-GA-GCR; and Case No. 05-221-GA-GCR. This credit shall be calculated on the basis of annual consumption and remain in effect until all amounts deferred by Columbia have been flowed through to customers.

### **RATE**

All gas consumed per account per month

Credit Per Mcf  
\$0.3415

Filed pursuant to PUCO Entry dated January 16, 1997 in Case No. 96-1113-GA-ATA

ISSUED: January 22, 1997

EFFECTIVE: January 22, 1997

Issued By  
G. W. Babin, J. W. Partridge, Vice President

COLUMBIA GAS OF OHIO, INC.

Third~~Fourth~~ Sheet No. 27

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

### GENERAL SERVICE TEMPORARY BASE RATE REVENUE RIDER

#### APPLICABILITY:

Applicable to all General Service sales volumes and all volumes delivered under the Full Requirements General Transportation Service and the General Transportation Service schedules.

#### TEMPORARY BASE RATE REVENUE RIDER RATE:

All gas consumed per account per month \$0.058 per Mcf.

### RIDER IRP – INFRASTRUCTURE REPLACEMENT PROGRAM RIDER

#### APPLICABILITY

Applicable to all customer accounts served under rate schedules SGS, GS and LGS.

#### DESCRIPTION

An additional charge per account per month, regardless of gas consumed, to recover costs associated with:

- a) Riser and Hazardous Customer Service Line Replacement Program - The replacement of customer-owned Natural Gas Risers identified in the November 24, 2006 Report by the Staff of the Public Utilities Commission of Ohio in Case No. 05-463-GA-COI as prone to failure and the maintenance, repair and replacement of hazardous customer-owned service lines.
- b) Accelerated Mains Replacement Program – The replacement of bare steel and cast iron or wrought iron main lines, and associated company and customer-owned metallic service lines.
- c) Automated Meter Reading Devices Program – The installation of automated meter reading devices on meters located at customer premises.

This Rider shall be calculated annually pursuant to a Notice filed no later than November 30 of each year based on nine months of actual data and three months of estimated data for the calendar year. The filing shall be updated by no later than February 28 of the following year to reflect the use of actual calendar year data. Such adjustments to the Rider will become effective with bills rendered on and after May 1 of each year.

#### RATE

Rate SGS, Small General Service	\$0.00 / Month
Rate GS, General Service	\$0.00 / Month
Rate LGS, Large General Service	\$0.00 / Month

Filed pursuant to PUCO Entry dated January 16, 1997 in Case No. 96-1113-GA-ATA

ISSUED: January 22, 1997

EFFECTIVE: May 1, 2009~~January 22, 1997~~

Issued By  
G. W. Babin J. W. Partridge, Jr., Vice-President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**LARGE GENERAL SERVICE TEMPORARY BASE RATE REVENUE RIDER**

**APPLICABILITY:**

~~Applicable to all Large General Service sales volumes and all volumes delivered under the Fixed Delivery Charge provision of the Large General Transportation Service schedule.~~

**TEMPORARY BASE RATE REVENUE RIDER RATE:**

~~All gas consumed per account per month \$0.010 per Mcf.~~

**DEMAND SIDE MANAGEMENT RIDER**

**APPLICABILITY**

Applicable to all volumes delivered under the Company's SGS rate schedule.

**DESCRIPTION**

An additional charge, for all gas consumed, to recover costs associated with the implementation of comprehensive, cost-effective energy efficiency programs made available to residential and commercial customers.

**RATE**

All gas consumed per account per month \$0.00 / Mcf

Filed pursuant to PUCO Entry dated December 12, 1996 in Case No. 94-987-CA-AIR

ISSUED: December 20, 1996

EFFECTIVE: December 31, 1996

Issued By  
G. W. Babin, J. W. Partridge, Vice President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**UNCOLLECTIBLE EXPENSE RIDER**

**APPLICABLE:**

To all customers served under rate schedules SGS, SGTS, and GS, GTS, and MGS.

**UNCOLLECTIBLE EXPENSE RIDER:**

An additional charge of \$.~~2265~~2157 per Mcf shall be applied to all volumes for service rendered under applicable rate schedules to recover cost associated with uncollectible accounts arising from those customers responsible for paying the Uncollectible Expense Rider. Columbia shall file an application with the Public Utilities Commission of Ohio requesting approval to change the rate if the Company determines that an adjustment of more than plus or minus ten percent is needed to adjust for prior period over or under-collections.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 GA TRF and June 25, 2008 in Case No. 08-564 GA UEX.

Issued: ~~June 27, 2008~~

Effective: With bills rendered on and after ~~June 30, 2008~~

Issued By  
J. W. Partridge, Jr., President

COLUMBIA GAS OF OHIO, INC.

~~Second~~Third Revised Sheet No. 30

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**GROSS RECEIPTS TAX RIDER**

**APPLICABILITY:**

Applicable to all ~~gas cost recovery~~ charges billed by Columbia under rate schedules SGS, GS and LGS, except that this rider shall not be billed to those customers statutorily exempted from the payment of gross receipts taxes.

All bills rendered shall be adjusted to include the effect of the Ohio excise tax on gross receipts on ~~gas cost recovery billings~~ tariff charges at a rate of 4.987296%.

**EXCISE TAX RIDER**

**APPLICABILITY:**

**~~ALL CUSTOMERS EXCEPT FLEX CUSTOMERS:~~**

~~First 100 Mcf per account per month~~

~~\$ .1593 per Mcf~~

~~Next 1900 Mcf per account per month~~

~~\$ .0877 per Mcf~~

~~Over 2000 Mcf per account per month~~

~~\$ .0411 per Mcf~~

**~~FLEX CUSTOMERS:~~**

~~All bills rendered to a flex customer, as defined by O.R.C. 5727.80 (N), shall be adjusted to provide for recovery of this tax at a rate of \$ .02 per Mcf on all volumes delivered with a corresponding reduction to the flexed base rate(s) being billed the account.~~

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU-TRF and March 15, 2001 in Case No. 01-484 GA-UNC.

Issued: ~~March 19, 2001~~

Effective: April 1, 2001

Issued By  
J. W. Partridge, Jr., ~~Vice~~ President

COLUMBIA GAS OF OHIO, INC.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**UPL CUSTOMER SURCHARGE**

**APPLICABLE:**

To customers taking service in the "Lake Mohawk Project Area," which is defined as the area shown on the map set forth on Sheet No. 30b, except as otherwise provided in the agreement between Company and Utility Pipeline Limited ("UPL") approved by the Public Utilities Commission in Case No. 96-422 GA-AEC, et al.

**UPL CUSTOMER SURCHARGE:**

A "Customer Surcharge" of \$15.00 per month, regardless of gas consumed, shall be assessed upon each account for service to any structure within the Lake Mohawk Project Area, for a period of 20 years from the date that initial service was provided to that structure, except as otherwise provided in the August 22, 1996 order of the Public Utilities Commission in Case No. 96-422 GA-AEC et al. This surcharge shall be collected by Company and remitted to UPL in accordance with the agreement between Company and UPL approved by the Public Utilities Commission in Case No. 96-422 GA-AEC, et al.

**THIS SHEET IS RESERVED FOR FUTURE USE**

Filed pursuant to PUCO Entry dated August 22, 1996 in Case No. 96-422 GA-AEC, et al.

ISSUED: September 18, 1996

EFFECTIVE: September 18, 1996

Issued By

K. L. Shroyer J. W. Partridge, Jr., Vice-President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 30b

~~(Map of Lake Mohawk Project Area not available in Word Document)~~

THIS SHEET IS RESERVED FOR FUTURE USE

Filed pursuant to PUCO Entry dated August 22, 1996 in Case No. 96-422-GA-AEC, et al.

ISSUED: September 18, 1996

EFFECTIVE: September 18, 1996

Issued By  
K. L. Shroyer, J. W. Partridge, Vice-President



Columbia Gas of Ohio, Inc.

**CHOICE<sup>SM</sup> PROGRAM SHARING CREDIT****APPLICABILITY**

Applicable to all Customers served under rate schedules SGS, MGS, GS and LGS.

**DESCRIPTION**

Credit per Mcf for the sharing of off-system sales and capacity release revenues, to the extent Columbia is required to share such revenues with Customers pursuant to an order or entry of the Public Utilities Commission of Ohio. This credit reflects the pass back of revenues in accordance with the terms of the Joint Stipulation and Recommendation filed by the parties in Case No. 96-113 GA-ATA; Case No. 04-221-GA-GCR; and Case No. 05-221-GA-GCR. This credit shall be calculated on the basis of annual consumption and remain in effect until all amounts deferred by Columbia have been flowed through to customers.

**RATE**

All gas consumed per account per month

Credit Per Mcf  
\$0.3355

**THIS SHEET IS RESERVED FOR FUTURE USE**

Filed Pursuant to PUCO Entry dated July 6, 1989 in Case No. 89-500-AU-TRF and PUCO Entry dated January 23, 2008 in Case No. 04-221-GA-GCR et al.

Issued: January 28, 2008

Effective: With bills rendered on and after January 31, 2008

Issued By  
J. W. Partridge, Jr., President

Columbia Gas of Ohio, Inc.

Original Sheet No. 30d

# **RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS**

## **INFRASTRUCTURE REPLACEMENT PROGRAM RIDER**

### **APPLICABILITY**

Applicable to all Customers served under rate schedules SGS, ~~SGTS~~, ~~MGS~~, and GS and GTS.

### **DESCRIPTION**

An additional charge per account per month, regardless of gas consumed, to recover costs associated with: Columbia's Natural Gas Riser testing, inventory and identification process; customer notification and education; the replacement of customer-owned Natural Gas Risers identified in the November 24, 2006 Report by the Staff of the Public Utilities Commission of Ohio in Case No. 05-463-GA-COI as prone to failure; and, the maintenance, repair and replacement of hazardous customer-owned service lines. This Rider shall be calculated annually pursuant to a Notice filed no later than November 30 of each year based on nine months of actual data and three months of estimated data for the calendar year. The filing shall be updated by no later than February 28 of the following year to reflect the use of actual calendar year data. Such adjustments to the Rider will become effective with bills rendered on and after May 1 of each year.

### **RATE**

Rate SGS, Small General Service	\$0.31 / Month
Rate <del>SGTS</del> , Small General Transportation Service	<del>\$0.31 / Month</del>
Rate <del>MGS</del> , Murphy General Service	<del>\$0.31 / Month</del>
Rate GS, General Service	\$0.31 / Month
Rate <del>GTS</del> , General Transportation Service	<del>\$0.31 / Month</del>

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and June 4, 2008 in Case Nos. 07-478-GA-UNC and 07-237-GA-AAM.

Issued: June 30, 2008

Effective: With bills rendered on and after: June 30, 2008

Issued By  
J. W. Partridge, Jr., President

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

### SECTION VI - GAS TRANSPORTATION SERVICE

#### 421. DEFINITIONS (As used herein)

- A. "Account" includes all gas consumption of the same individual, governmental entity or corporate entity (including subsidiaries and affiliates), that (1) occurs at a single service address; (2) is measured by a master meter; or (3) Company treated as a single "Account" prior to November 1, 2008. "Company" means Columbia Gas of Ohio, Inc.
- B. "Aggregation Pool" means those Customers within a Marketer's Gas Transportation Service Customer Group located within the same Columbia Gas Transmission Corporation market area. "Customer" means any individual, governmental, or corporate entity taking transportation service hereunder.
- C. "Alternate Fuel Capabilities" means Customer has installed alternate fuel equipment, access to other gas sources or has economically feasible access to other gas sources. "Mcf" means one thousand cubic feet of natural gas.
- D. "Annual Period" means the twelve-month period beginning on the first day of Customer's November billing cycle and ending on the last day of Customer's October billing cycle. "Dekatherm" or "Dth" means one million British thermal units (Btu's).
- E. "Authorized Daily Volume" means the volume of gas on any day that Columbia would deliver to Customer with no planned interruption of that volume. "Backup Service" means Standby Service for Large General Transportation Service Customers and Full Requirements Service, Partial Full Requirements Service or Firm Sales Volumes for General Transportation Service Customers.
- F. "Backup Service" means Standby Service for Large General Transportation Service Customers and Full Requirements Service, Partial Full Requirements Service or Firm Sales Volumes for Small General Transportation Service Customers and General Transportation Service Customers. "Authorized Daily Volume" means the volume of gas on any day that Columbia would deliver to Customer with no planned interruption of that volume.
- G. "Business Day" is a Day that is a weekday (Monday through Friday), excluding holidays. "Customer's Facilities" means the Customer's property, factories, and buildings where natural gas is being consumed.
- H. "Commercial Customer" is a Customer using gas through a single meter in commercial activities such as apartment buildings, rooming and boarding dwellings, residential hotels, multifamily row housing, doubles, duplexes, combination commercial and residential accounts be considered commercial if usage is half or more than half of the total service, and for all other situations where gas is supplied to consumers in two or more dwelling units designed for the primary purposes of residences. Includes warehousing, distributing or selling commodities, providing professional services, wholesale and retail stores, offices, office buildings, hotels, clubs, lodges, associations, restaurants, railroad and bus stations, banks, laundries, dry cleaners, mortuaries, garages for commercial activity, gasoline stations, theaters, bowling alleys, billiard parlors, motor courts, camps, bars, grills, taverns, retail bakeries, hospitals, schools, churches, religious and charitable institutions, governmental agencies or the like. "Points of Receipt" means those measurement locations where Customer-owned gas is delivered into Company's system.

Filed pursuant to PUCO Entry dated November 27, 1991 in Case Nos. 91-195 GA AIR and 88-1830 GA ATA

ISSUED: October 26, 1994

EFFECTIVE: With Gas Used On and After December 1, 1991

Issued By

K. L. Shroyer, J. W. Partridge, Jr., Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 31

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

- ~~H.I. "Company" means Columbia Gas of Ohio, Inc. "Local Market Area" means a continuous, physically-interconnected system of Company owned distribution piping through which the Company provides natural gas service to customers in a discrete geographic area, utilizing one or more common points of delivery from interstate pipeline supplier(s).~~
- ~~J. "Company's Billing Cycle" means the Company's accounting revenue month. "Annual Period" means the twelve month period beginning on the first day of Customer's November billing cycle and ending on the last day of Customer's October billing cycle.~~
- ~~K. "Customer" means any individual, governmental, or corporate entity taking transportation service hereunder. A Customer may have more than one Account, as defined herein. The Company's service under the applicable rate schedules is provided to a single Account.~~
- ~~L. "Customer Group" means a group of two or more customers who combine their gas requirements and purchase gas from a designated pool or supplier(s) delivered to Company as one volume to be allocated by the Company among the group members using billing methods developed for this purpose.~~
- ~~K. "Customer's Billing Cycle" means the monthly period that occurs between monthly meter readings taken by Company for billing purposes at Customer's facilities.~~
- ~~L. "PUCO" means Public Utilities Commission of Ohio.~~
- ~~M. "Company's Billing Cycle" means the Company's accounting revenue month.~~

Filed pursuant to PUCO Entry dated November 27, 1991 in Case Nos. 91-195 CA-AIR and 88-1830 CA-ATA

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## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

- M "Customer's Billing Cycle" means the monthly period that occurs between monthly meter readings or estimated readings taken by Company for billing purposes at Customer's facilities.
- N "Customer's Facilities" means the Customer's property, factories, and buildings where natural gas is being consumed. "Customer's Maximum Daily Requirement" means Customer's maximum estimated usage during any 24-hour period as determined by Company.
- O "Customer's Maximum Daily Requirement" means Customer's maximum estimated usage during any 24-hour period as determined by Company. "Alternate Fuel Capabilities" means Customer has installed alternate fuel equipment, access to other gas sources or has economically feasible access to other gas source.
- P "Daily Demand" means Customer or Aggregation Pool demand on any day. "High Priority" means the Customer has contracted for a better quality of service. The order of interruption, which determines the quality of service, is as follows: (1) All volumes exceeding Authorized Daily Volumes; (2) volumes consumed by or delivered to customers served under Rate Schedules LGS and LGTS; (3) volumes consumed by or delivered to customers served under Rate Schedules GS and GTS; (4) volumes consumed by or delivered to customers served under Rate Schedules SGS, MGS, SGTS and FRMGTS; and (5) human needs customers.
- Q "Day" means 24-hour period beginning at 9:00 a.m. central clock time. "Standby Service" means a type of Backup Service available to Large General Transportation Service Customers which will make gas available at all times except when interruption is necessary due to force majeure conditions or where service to human needs customers is threatened.
- R "Dekatherm" or "Dth" means one million British thermal units (Btu's). "Firm Sales Volumes" means the portion of a Customer's requirements that Customer has chosen to purchase gas under a published sales rate schedule from Company on a firm regular basis.
- S "Demand Curve" means an equation relating to the Daily Demand of an Aggregation Pool to such explanatory variables as the daily temperature and the impacts of weekdays, weekends and holidays. This equation will include daily temperature as an explanatory variable only during the heating months. Columbia will utilize a weather service vendor to provide the temperature data, both forecast and actual, and will provide these temperature data to the Marketers. The projected values of the explanatory variables and the demand curve equation together provide the projected Daily Demand of the Marketer's aggregate group. Columbia calculates the weighted average temperature for each Columbia Transmission market area, based on the temperature for the individual weather stations. The Demand Curve uses this weighted average temperature. "Full Requirements Service" means a type of Backup Service available to General Transportation Service Customers which will make gas available at all times, for 100% of Customer's Annual and Maximum Daily Transportation volumes, except when interruption is necessary due to force majeure conditions or where service to human needs customers is threatened.
- T "Design Demand" means the Customer demand on a day with Design Temperature. "Partial Full Requirements Service" means a type of Backup Service available to General Transportation Service Customers which will make gas available at all times, for a set percentage of Customer's Maximum Daily Transportation volume, except when interruption is necessary due to force majeure conditions or where service to human needs customers is threatened.
- U "Design Temperature" means the coldest daily temperature for which Columbia plans capacity and supply. "Customer Group" means a group of two or more customers who combine their gas requirements and

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~~purchase gas from a designated pool or supplier(s) delivered to Company as one volume to be allocated by the Company among the group members using billing methods developed for this purpose.~~

- V "Firm Sales Volumes" means the portion of a Customer's gas requirements that Customer has chosen to purchase under a published sales rate schedule from Company on a firm regular basis. ~~"Local Usage Area" means an area of the Company's distribution system within which gas usage can be physically displaced from one customer to another without capacity~~
- W "Flowing Supply" means gas delivered from sources other than storage, generally via firm or interruptible transportation capacity.
- X "Full Requirements Service" means a type of Backup Service available to Small General Transportation Service Customers and General Transportation Service Customers which will make gas available at all times, for 100% of Customer's Annual and Maximum Daily Quantity, except when interruption is necessary due to force majeure conditions or where service to human needs customers is threatened.
- Y "High Priority" means the Customer has contracted for a better quality of service. The order of interruption, which determines the quality of service, is as follows: (1) All volumes exceeding Authorized Daily Volumes; (2) volumes consumed by or delivered to customers served under Rate Schedules LGS, FRLGTS and LGTS; (3) volumes consumed by or delivered to customers served under Rate Schedules GS, FRGTS, FRCTS and GTS; (4) Standby Service; (5) volumes consumed by or delivered to customers served under Rate Schedules SGS, SGTS and FRSGTS; and (6) human needs customers.

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~~constraints and without adversely affecting the Company's ability to provide reliable service to its firm customers. Such areas shall be shown on maps maintained by the Company, as modified from time to time due to changes in operating conditions.~~

~~Z "Account" includes all gas consumption which (1) is consumed by the same individual, governmental, or corporate entity, including subsidiaries and affiliates, and (2) occurs on property which is either contiguous or is separated by no more than the width of a public or private right-of-way. Residential customers served from separate meters cannot be combined to form an Account that includes more than one residential customer.~~

~~AA "Demand Curve" means an equation relating the Daily Demand of an Aggregation Pool to such explanatory variables as the daily temperature and the impacts of weekday, weekends and holidays. This equation will include daily temperature as an explanatory variable only during the heating months. Columbia will utilize a weather service vendor to provide the temperature data, both forecast and actual, and will provide these temperature data to the Marketers. The projected values of the explanatory variables and the demand curve equation together provide the projected Daily Demand of the Marketer's aggregate group. Columbia calculates the weighted average temperature for each Columbia Transmission market area, based on the temperature for the individual weather stations. The Demand Curve uses this weighted average temperature.~~

~~BB "Daily Demand" means customer or Aggregation Pool demand on any day.~~

~~Z "Industrial Customer" means a customer using gas in a process which either involves the extraction of raw or unfinished materials in another form or product through the application of heat or heat treating, steam agitation, evaporation, baking, extraction, drying, distilling, etc. "Day" means 24-hour period beginning at 9:00 a.m. central clock time.~~

~~AA "Local Market Area" means a continuous, physically-interconnected system of Company-owned distribution piping through which the Company provides natural gas service to Customers in a discrete geographic area, utilizing one or more common points of delivery from interstate pipeline supplier(s). "Business Day" is a Day that is a weekday (Monday through Friday), excluding holidays.~~

~~BB "Local Usage Area" means an area of the Company's distribution system within which gas usage can be physically displaced from one customer to another without capacity. "Columbia Customer-CHOICE" Program" means gas transportation service provided under Columbia's FRS-GTS, FRM-GTS, FRG-GTS and FRL-GTS rate schedules in combination with Columbia's Full Requirements Aggregation Service.~~

~~CC "Mcf" means one thousand cubic feet of natural gas. "Marketer" means gas supplier under the Columbia Customer-CHOICE Program.~~

~~DD "Marketer" means gas supplier under the Gas Transportation Service program. "Residential Customer" means customer using gas in a single family residential dwelling or unit for space heating, air conditioning, cooking, water heating, incineration, refrigeration, laundry drying, lighting, incidental heating, or other domestic purposes. Includes a tenant billed for natural gas consumption or use by other tenants at the same premises.~~

~~EE "Maximum Daily Quantity" (MDQ) means a Customer's maximum estimated usage during a 24-hour period as determined by the Company in consultation with the Customer. Company will update the MDQ annually.~~

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based on the most recent historical Customer consumption data and work with Customers and their agents to develop an adjusted MDQ for those customers whose usage occurs primarily outside the winter season.

FF "PUCO" means Public Utilities Commission of Ohio.

GG "Partial Full Requirements Service" means a type of Backup Service available to Small General Transportation Service Customers and General Transportation Service Customers which will make gas available at all times for a set percentage of Customer's Maximum Daily Quantity, except when interruption is necessary due to force majeure conditions or where service to human needs customers is threatened.

HH "Points of Receipt" means those measurement locations where Customer-owned gas is delivered into Company's system.

II "Residential Customer" means Customer using gas in a single-family residential dwelling or unit for space heating, air conditioning, cooking, water heating, incineration, refrigeration, laundry drying, lighting, incidental heating, or other domestic purposes. Includes a tenant billed for natural gas consumption or use by other tenants at the same premises.

JJ "Standby Service" means a type of Backup Service available to Large General Transportation Service Customers which will make gas available at all times except when interruption is necessary due to force majeure conditions or where service to human needs customers is threatened.

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**EE"Commercial Customer"** is a customer using gas through a single meter in commercial activities such as apartment buildings, rooming and boarding dwellings, residential hotels, multifamily row housing, doubles, duplexes, combination commercial and residential accounts be considered commercial if usage is half or more than half of the total service, and for all other situations where gas is supplied to consumers in two or more dwelling units designed for the primary purposes of residences. Includes warehousing, distributing or selling commodities, providing professional services, wholesale and retail stores, offices, office buildings, hotels, clubs, lodges, associations, restaurants, railroad and bus stations, banks, laundries, dry cleaners, mortuaries, garages for commercial activity, gasoline stations, theaters, bowling alleys, billiard parlors, motor courts, camps, bars, grills, taverns, retail bakeries, hospitals, schools, churches, religious and charitable institutions, governmental agencies or the like.

**FF"Mercantile Commercial Customer"** is a Commercial Customer if the customer consumes more than 500 Mcf per year at single site, or is part of a commercial undertaking with more than three locations and the gas consumed is used exclusively in commerce and trade.

**GG"Industrial Customer"** means a customer using gas primarily in a process which either involves the extraction of raw or unfinished materials in another form or product through the application of heat or heat treating, steam agitation, evaporation, baking, extraction, drying, distilling, etc.

**HH"Flowing Supply"** means gas delivered from sources other than storage, generally via firm or interruptible transportation capacity.

**II"Design Temperature"** means the coldest daily temperature for which Columbia plans capacity and supply.

**JJ"Design Demand"** means customer demand on a day with Design Temperature.

**KK"Aggregation Pool"** means those customers within a Marketer's Customer CHOICE<sup>®</sup> Customer Group located within the same Columbia Gas Transmission Corporation market area.

**LL"Maximum Daily Quantity" (MDQ)** means a Customer's maximum estimated usage during a 24 hour period as determined by the Company in consultation with the Customer. Company will update the MDQ annually, based on the most recent historical Customer consumption data and work with Customers and their agents to develop an adjusted MDQ for those customers whose usage occurs primarily outside the winter season.

### 432. REQUIREMENTS FOR TRANSPORTATION SERVICE

**(A) Conditions of Service.** All transportation customers or their agents must have a personal computer which is capable of receiving notices from Company of any consumption limitations or interruptions imposed pursuant to Parts 477 or 488, twenty-four hours a day, seven days a week. Pursuant to Part 492, all transportation customers must either subscribe to (1) Volume and Banking Balancing Service or (2) be placed on a daily cash out provision. Customer's election in this regard shall be set forth in Customer's Service Agreement.

**(B) Daily Measuring Device.** All customers that are required by Part 9 to install a daily measuring device, or who elect to install a daily measuring device, must pay all costs associated with the purchase and installation of a Daily Demand reading meter (i.e., a meter equipped with an electronic measurement (EM) or automatic meter

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reading (AMR) device) and associated telemetering equipment. Such customers shall also provide and pay for a dedicated telephone line and the AC electric power necessary to operate such electronic measurement and telemetering equipment. The meter, electronic measurement device (EM or AMR), and associated telemetering equipment shall be and remain the property of the Company. All customers/customer groups without daily measurement devices are subject to the issuance of Operation Flow Orders pursuant to Part 21. All customers/customer groups with daily measurement devices are subject to the issuance of Operation Matching Orders pursuant to Part 22.

(C) Internet-Based Website. Customer or Customer's agent shall have access to Company's Internet-Based Website.

**3. SERVICE AGREEMENT**

Before commencing service hereunder, Customer shall execute a service agreement in the form contained herein. The service agreement shall set forth: (1) the point(s) of receipt at which Company will accept delivery of Customer's gas; (2) the point(s) at which Company will redeliver gas to Customer's facilities; (3) Customer's maximum daily and annual transportation volumes, which are subject to change annually; (4) daily meter reading service election and (5) the specific services and levels of such services for which customer has contracted. This provision does not apply to a customer that signs a service agreement with a Marketer for service under Columbia's Customer Choice Program.

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~~(B) Daily Measuring Device.~~ All customers that are required by Part 49 to install a daily measuring device, or who elect to install a daily measuring device, must pay all costs associated with the purchase and installation of a Daily Demand reading meter (i.e., a meter equipped with an electronic measurement (EM) or automatic meter reading (AMR) device) and associated telemetering equipment. Such customers shall also provide and pay for a dedicated telephone line and the AC electric power necessary to operate such electronic measurement and telemetering equipment. The meter, electronic measurement device (EM or AMR), and associated telemetering equipment shall be and remain the property of the Company. All customers/customer groups without daily measurement devices are subject to the issuance of Operation Flow Orders pursuant to Part 63. All customers/customer groups with daily measurement devices are subject to the issuance of Operation Matching Orders pursuant to Part 64.

~~(C) Electronic Bulletin Board.~~ Customer or Customer's agent shall have access to Company's Electronic Bulletin Board.

**43a. SERVICE AGREEMENT**

~~Before commencing service hereunder, Customer shall execute a service agreement in the form contained herein. The service agreement shall set forth: (1) the point(s) of receipt at which Company will accept delivery of Customer's gas; (2) the point(s) at which Company will redeliver gas to Customer's facilities; (3) Customer's maximum daily and annual transportation volumes; (4) daily meter reading service election and (5) the specific services and levels of such services for which customer has contracted. This provision does not apply to a customer that signs a service agreement with a Marketer for service under Columbia's Customer Choice Program.~~

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**43a3. SERVICE AGREEMENT (continued)**

The benefits and obligations of the Service Agreement shall begin when Company commences to supply gas service. It shall inure to and be binding upon the successors and assigns, survivors and executors or administrators, as the case may be, of the original parties thereto, respectively, for the full term thereof. However, no agreement for service may be assigned or transferred without the written consent of or approval of the Company which shall not unreasonably be withheld.

**444. DELIVERIES OF CUSTOMER-OWNED GAS**

Subject to the limitations of Company's pipeline capacity in its system and its service obligations to other higher priority customers, Company will accept deliveries of Customer's gas at the point(s) of receipt for redelivery to Customer's facilities, in Mcfs, less unaccounted-for gas. Such gas volumes delivered to Company and redelivered to Customer shall be limited to the annual and maximum daily transportation volumes for each facility. These volume levels shall represent the actual expected requirements of Customer's facilities and may be exceeded only with the prior consent of Company, which shall not be unreasonably withheld.

The volumes of Customer-owned gas transported by Company, including banked volumes, to Customer at its facilities during each monthly billing cycle will be considered the first gas through the meter.

**455. MEASUREMENT**

- A. **Heat Content Adjustment.** When Company receives Customer's gas from an interstate pipeline on a ~~d~~Dekatherm basis, Company will make a heat content adjustment in accordance with the procedures set forth below in order to deliver to Customer volumes of gas, in Mcfs, equal in heat content to the gas delivered to Company for the account of Customer. The average monthly heating value of gas measured and calculated by the pipeline which delivers Customer's gas to Company will be used each billing month

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with the interstate pipeline and shall be conclusive for purposes of this tariff.

- C. **Measurement at Other Point(s) of Receipt.** When Company receives Customer's gas directly into its system, from point(s) of receipt other than those with an interstate pipeline, and company owns the measuring station, then Company shall read the meter, furnish, place and remove all recording charts, and calculate the deliveries at no cost to the Customer except as provided herein.

Should Customer challenge the accuracy of the measuring device or devices used, Company shall test the meter. A representative of Customer may be present at the test. If the measuring equipment is found to be in error, and the resultant aggregate error in computed deliveries at the recording rate corresponding to the average hourly rate of gas flow for the period since the preceding test is not more than two percent (2%), then previous deliveries shall be considered accurate, and Customer shall pay the cost of testing the meter. If, however, any measuring equipment is found to be in error, and the resultant aggregate error in computed deliveries exceeds the two percent (2%) tolerance, then the previous computed deliveries shall be adjusted by Company to zero error and the cost of testing the meter shall be borne by Company. Such adjustment shall be made for a period not to exceed thirty (30) days prior to the date of challenge by Customer. All equipment shall, in any case, be adjusted at the time of test to record correctly.

Upon written request from Customer, Company shall forward copies of meter charts to Customer for inspection. Company shall keep the original meter charts on file for ~~four~~<sup>three</sup> (43) years after the date of delivery, during which time they will be open for inspection by Customer upon prior request.

Customer's gas delivered directly into Company facilities shall be at commercial operating pressures sufficient to deliver volumes at regulated pressures at the point(s) of receipt.

- D. **Accounting for Monthly Deliveries.** Meter reading dates at the point(s) of receipt may not match the Customer's billing cycle. However, Company's accounting system used for crediting Customer's gas to Customer's account will be applied on a consistent basis, and will be used by Company in determining deliveries, volume bank levels and deficiencies in deliveries.

**466. QUALITY OF GAS DELIVERED TO COMPANY**

- A. **Quality of Gas at Point(s) of Receipt with an Interstate Pipeline.** Gas delivered by or

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3. Twenty-five hundredths (0.25) grains of hydrogen sulfide per one hundred (100) cubic feet of gas; and
4. Ten (10) grains of total sulfur per one hundred (100) cubic feet of gas.

The Total Heating Value of the gas shall be determined by taking samples of the gas at the point(s) of receipt at such reasonable times as may be designated by Company. The Btu content per cubic foot shall be determined by an accepted type of calorimeter or other suitable instrument for a cubic foot of gas at a temperature of sixty (60) degrees Fahrenheit when saturated with water vapor and at a pressure of 14.73 psia. The Btu determination designated by Company shall be made by Company at its expense. Any additional Btu determinations requested by Customer shall be at Customer's expense.

Customer's gas delivered to Company shall have a total heating value of not less than one thousand (1,000) Btu per standard cubic foot, and shall have a Utilization Factor of one thousand, three hundred (1,300) plus or minus six percent (6%). The Utilization Factor, as used herein, shall be the Btu content per cubic foot of the gas divided by the square root of the specific gravity of the gas. However, Company shall not be obligated to accept gas which it believes may adversely affect the standard of public utility service offered by Company, or gas which it believes may adversely affect the operation of the gas-burning equipment of its customers.

If any gas delivered hereunder fails to meet the quality specifications set forth herein, Company may, at any time, elect to refuse to accept all or any portions of such gas until Customer brings the gas into conformity with such specifications.

**477. AUTHORIZED DAILY VOLUME**

Customer's Authorized Daily Volume on any day consists of the sum of Customer's transported volumes (as determined herein) plus any Backup Service for which Customer has contracted, plus any additional volumes that Company, in its sole discretion, authorizes Customer to use on that day. Delivery of Customer's Authorized Daily Volume is firm, with no planned interruptions, except as provided in Part 488 hereof. Consumption at Customer's facility in excess of the Authorized Daily Volume is interruptible service, and upon notice to Customer, Company may require Customer to reduce consumption to Customer's Authorized Daily Volume whenever Company, in its discretion, deems necessary to do so. Company may, at its option, require such reductions in consumption by Large General Transportation Service Customers prior to imposing similar reductions on Small General and General Transportation Service Customers. The Authorized Daily Volume for that portion of a Customer Group located in a given Local Usage Area shall equal the sum of the Authorized Daily Volumes (including Backup Service) for each group member located within such Local Usage Area.

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For purposes of this section, the portion of Customer's Authorized Daily Volume attributable to transported gas delivered to Company shall consist of two parts. The first part shall consist of volumes (adjusted for unaccounted-for gas) delivered at receipt points where the upstream transporter, producer, or other delivering entity does not report deliveries to Company on a daily basis. The portion of Customer's Authorized Daily Volumes attributable to this part shall be determined by dividing the volume of gas delivered to Customer in the most recent month for which information is available by the number of days in that month.

The second part shall consist of volumes (adjusted for unaccounted-for gas) delivered by upstream transporters which report Customer's deliveries to Company on a daily basis. If the upstream transporter's reporting system is acceptable to Company, Company may, at its option, utilize such system to determine Customer's deliveries on any day. If Company elects not to utilize such reporting system, it shall determine Customer's deliveries using the best information available, as determined by Company.

In the event actual gas deliveries to Customer are in excess of the Authorized Daily Volume on any day on which the Company requires Customer to limit gas consumption to that Authorized Daily volume, Customer shall be liable for all penalties and fines incurred by Company as a result of Customer's deliveries in excess of its Authorized Daily Volume.

No member of a Customer Group shall be liable for such fines or penalties for usage on any given day if the total usage for all members of the group located in the same Local Usage Area on that day did not exceed the aggregate of such members' Authorized Daily Volumes. In the event that the total usage of the same Customer Group exceeded the sum of the Authorized Daily volumes of the group members, any applicable fines or penalties resulting from such excess usage shall be assessed on a pro rata basis upon those group members who exceeded their individual Authorized Daily Volumes during the relevant period of time. In such an instance, modified nominations causing a revised level of gas deliveries to Customer Group members in the Local Usage Area shall be recognized and accepted by the Company.

The Company will notify each member of a Customer Group of any consumption limitations imposed by the Company upon such member pursuant to this Part 477 by posting such notice on its Gas Transportation-related internet website.

**488. INTERRUPTION**

Notwithstanding the provisions of Part 477 hereof, all deliveries by Company to Customer, including Customer's Authorized Daily Volumes, are subject to partial or complete interruption during force majeure situations, herein defined to mean acts of God, strikes, lockouts, or other labor disturbances, acts of a public enemy, war, blockages, insurrections, riots, epidemics, fire, storms, floods, washouts, civil disturbances, explosions, breakage or accidents to machinery or pipelines, freezing of wells or pipelines, partial or entire failure of such wells, or

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Any other cause not otherwise provided for herein, whether of the kind herein enumerated or otherwise, not reasonably within the control of Company. All deliveries are also subject to complete or partial interruption whenever service to residential and other high priority customers in the same local market area is threatened.

In addition, where a transportation customer delivers gas to Company at a receipt point that is located in a local market area other than the local market area in which Customer's facilities are located, such delivery shall be considered a delivery by displacement. Company may interrupt deliveries by displacement, up to 100% in the case of gas delivered to Company by an interstate pipeline, and up to 75% in the case of intrastate gas delivered directly to Company's facilities, where such interruption is necessary to prevent Company from exceeding contractual limitations with its interstate pipeline suppliers, including, but not limited to, any maximum daily delivery obligation (MDDO), provided, however, that Company will use its best efforts to make deliveries by displacement, and provided, further, that Company will not interrupt deliveries by displacement pursuant to this paragraph unless (a) such interruption is necessary to enable Company to maintain deliveries to high priority customers in the same local market area, or (b) Company's interstate pipeline supplier has directed Company to limit its deliveries to the applicable MDDO in order to enable the supplier to maintain firm deliveries on its pipeline system.

Company may, at its option, interrupt Large General Transportation Service Customers prior to interrupting Small General, ~~Murphy General~~, and General Transportation Service Customers.

When Company interrupts deliveries pursuant to this section, Customer shall be liable to Company for all fines and penalties incurred by Company as a result of any failure by Customer to interrupt its usage when directed to do so.

No member of a Customer Group shall be liable for such fines or penalties for usage on any given day if the total usage for all members of the group located in the same Local Usage Area on that day did not exceed the aggregate of such members' Authorized Daily Volumes, unless such interruption was necessitated by a localized force majeure condition, in which case any group members who were required to interrupt service as a result of such condition shall be liable for fines or penalties incurred by Company if such members failed to interrupt their usage as directed by the Company. All group members within a given Local Usage Area who are not affected by such an interruption shall be treated as a separate subgroup, and shall be permitted to aggregate their usage for purposes of determining the applicability of fines or penalties in the manner described in Part 477 and this Part 488.

The Company will, on a best efforts basis, attempt to notify each member of a Customer Group of any interruption imposed by the Company upon such member pursuant to this Part 488.

Other than in the case of a localized force majeure condition, in the instance of an

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interruption pursuant to this Part-488, modified nominations causing a revised level of gas deliveries to Customer Group members in a given local usage area shall be recognized and accepted by the Company.

### 499. VOLUME BANKING AND BALANCING

- A Volume Bank.** Under the Volume Banking and Balancing Service, Company has established a system to account for Customer's volumes received by Company but not delivered to Customer at its facilities during the same monthly billing cycle. Such undelivered volumes shall be called a volume bank and Customer shall be permitted to receive such banked volumes at a later date.
- B Annual Election.** Customers must subscribe to the Volume Banking and Balancing Service set forth on Sheet Nos. 50, 54 or 60 to be eligible for the provisions of the Volume Bank and Balancing section described herein. The service is optional for all transportation customers with the exception of transportation customer groups. ~~Annual election of monthly bank tolerance shall be effective January 27, 1995.~~ Customers may only elect to change bank tolerance levels on an annual basis ~~or upon joining a customer group.~~ Notification of a change of service must be provided to Company no later than January 2 with service effective the following April 1. Customer must execute a new Service Agreement ~~or an amended Service Agreement~~ with the Company in order to change bank tolerance levels. The revenues derived from this service will be credited to Columbia's ~~quarterly~~ Gas Cost Recovery Rate. If customer does not elect a specific percentage for a monthly bank tolerance, Columbia will assume ~~teneight~~ percent for SGTS and GTS customers and ~~fivefour~~ percent for LGTS customers.
- C** The Company will maintain a single volume bank for each Customer Group. During a given monthly billing cycle, the gas deliveries to a Customer Group by the Group's non-utility supplier(s) shall be combined with any existing Customer Group banked volumes and disbursed as needed to cover the aggregate usage of all members of the Customer Group, with any excess volumes being allocated, for future disbursement, to the Customer Group's bank, and with any deficiency being (a) allocated on a prorata basis among the members of the Customer Group, and (b) offset by any tariff gas purchases pursuant to the provisions of Part 10 hereof. Customers may not utilize banked volumes during any period in which a consumption limitation or interruption has been imposed pursuant to Parts 7 or 8 hereof.
- ED Imbalances.** In months when Customer's deliveries are less than their usage, the Company may, at its option, sell gas to the Customer at the current month's indexed gas cost, as published in the first gas market report each month in *Inside FERC's Gas Market Report*, for Louisiana Onshore gas entering Columbia Gulf, times 120%, plus firm transportation charges, commodity and demand charges, adjusted for shrinkage to the city gate, plus excise tax; plus the applicable transportation rate identified in the service agreement.

In the event Customer's volume bank exceeds the bank tolerance, Company may, at its option, purchase the excess volumes at a rate determined by adding the current month's indexed gas cost, as published in the first gas market report each month in *Inside FERC's Gas Market Report*, for Louisiana Onshore gas entering Columbia Gulf times 80%, plus the firm transportation commodity charge to transport gas on Columbia Gulf and Columbia Gas Transmission, adjusted for shrinkage. In addition, if, in any month, the Customer exceeds the bank tolerance and the Company incurs a storage overrun or excess storage injection penalty from

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COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 41

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Columbia Gas Transmission Corporation in that month, the Customer is subject to its prorata share of the penalty.

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**D.E. Pool-to-Pool Transfers.** The total volume bank of Customer shall not at any time exceed the "bank tolerance" contained in the Customer's Service Agreement. Pool-to-Pool transfers of bank balances between local usage areas will be allowed on an interruptible basis. Pool-to-Pool transfers of bank balances within a local usage area will be done on a firm basis. Customers will be charged a transfer fee of ten dollars (\$10.00) for each transaction. A customer's accounts located within a single local usage area may be aggregated for determination of actual volume bank.

**E.F. Termination of Service.** In the event service hereunder is terminated, Company will deliver to Customer volumes of Customer's gas which Company is holding pursuant to this Volume Bank section during the three monthly billing cycles following the date of termination. However, should Customer fail to take delivery of its entire Volume Bank within the three-month period, Company may, at its option, retain and purchase the undelivered banked volumes. In addition, if Customer owes Company any outstanding gas transportation charges, or other charges which are due, Company may, at its option, offset said unpaid charges by retaining as necessary, banked volumes that would have otherwise been delivered to Customer upon termination of service. The value assigned to such retained bank volumes which are purchased or retained will be the cost of Company's least expensive gas supply at the time service is terminated ~~the gas was delivered to Company.~~

**F.G. Cash-Out Basis.** Transportation customers who choose not to subscribe to the Volume Banking and Balancing Service will be placed on a daily cash-out provision, as defined below and are required to pay all costs associated with the purchase and installation of a daily measuring device as specified in Part 432. On days when Customer's deliveries are less than their usage, the Company will sell gas to the Customer at the current month's indexed gas cost, as published in the first gas market report each month in *Inside FERC's Gas Market Report*, for Louisiana Onshore gas entering Columbia Gulf times 120%, plus firm transportation charges, commodity and demand charges, adjusted for shrinkage to the city gate, plus excise tax; plus the applicable transportation rate identified in the service agreement. On days when Customer's deliveries are greater than their usage, Company may, at its option, purchase the excess deliveries at a rate determined by adding the current month's indexed gas cost, as published as published in the first gas market report each month in *Inside FERC's Gas Market Report*, for Louisiana Onshore gas entering Columbia Gulf, times 80%, plus the firm transportation commodity charge, to transport gas on Columbia Gulf and Columbia Gas Transmission to the Company's City Gate, adjusted for shrinkage.

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~~The Company will maintain a single volume bank for each Customer Group. Each member of a Transportation customer group must subscribe to the same level of banking and balancing service. During a given monthly billing cycle, the gas deliveries to a Customer Group by the Group's non utility supplier(s) shall be combined with any existing Customer Group banked volumes and disbursed as needed to cover the aggregate usage of all members of the Customer Group, with any excess volumes being allocated, for future disbursement, to the Customer Group's bank, and with any deficiency being (a) allocated on a prorata basis among the members of the Customer Group, and (b) offset by any tariff gas purchases pursuant to the provisions of Part 50 hereof. Customers may not utilize banked volumes during any period in which a consumption limitation or interruption has been imposed pursuant to Parts 47 or 48 hereof.~~

**5010. DEFICIENCIES IN DELIVERIES TO COMPANY**

Any volumes of gas that are delivered by Company to Customer in any monthly billing cycle that are in excess of: (1) Customer's volume bank from the previous month, plus (2) any volumes delivered to Company by Customer for that billing cycle, plus (3) any volumes available to Customer under a Backup Service, shall be considered a deficiency in deliveries.

**511. WARRANTY OF TITLE**

Customer warrants that it will have good and merchantable title to all natural gas delivered to Company for redelivery to Customer's facilities, that such gas will be free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify Company and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas.

**5212. LATE PAYMENT CHARGE**

Upon next scheduled billing date, one and one-half percent (1-1/2%) will be applied to the unpaid balance of \$2,000 or more, as provided in Section IV, Part No. 406 of the Company's Rules and Regulations governing the distribution and sales of gas.

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## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

### 5313. CHARGES FOR THIRD PARTY SERVICES

If furnishing service to Customer pursuant to this tariff requires Company to use transportation service provided by another entity, any cost incurred by, or billed to Company with regard thereto, shall be billed to Customer by Company and paid by Customer. Such costs shall include, without limitation, transportation or delivery charges, retainage for company use and unaccounted-for gas, filing fees, and penalties incurred as a result of gas volume imbalances or other factors set forth in the applicable rate schedule or contract of such other entity. Customer shall also reimburse Company for any filing fees paid by Company to another entity when necessary to commence or continue gas transportation service to Customer. Company shall obtain service provided by another entity or the occurrence of additional filing fees.

### 5414. PROVISION FOR HUMAN NEEDS AND PUBLIC WELFARE CUSTOMERS

Customers who are Human Needs and Public Welfare Customers, as described in Section IV, Part 351, A.(1) are required to either have installed alternate fuel equipment or contract with Company for Standby Service under the Large General Transportation Service rate schedule or for Firm Sales Volumes, Partial or Full Requirements Service under the Small General and General Transportation Service rate schedules ~~or elect a capacity assignment option as described in Part 62 herein.~~ This requirement shall not apply to any meter that serves only uses which are not classified as Human Needs and Public Welfare Customers.

### 5515. OPTIONAL SERVICES

Company may provide optional services to Large General or General Transportation Service Customers as specified in the applicable rate schedules.

### 5616. TERMINATION OF SERVICE

Company may terminate service hereunder for any of the following reasons:

- A. Any violation of or refusal by Customer to comply with its service agreement or any tariff, rule, or regulation on file with the PUCO that applies to Customer's service;
- B. Any use of gas by Customer in a manner detrimental to the service of other customers;
- C. When providing service is in conflict or incompatible with any order of the PUCO, the laws of the State of Ohio or any political subdivision thereof, or the laws or rules of the federal government or any of its agencies;
- D. When Customer has moved from the premises;

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- E. When supplying gas to Customer creates a dangerous condition on Customer's premises or where, because of dangerous conditions beyond customer's premises, termination of the supply of gas is reasonably necessary. Service will not be restored until such dangerous condition or conditions have been corrected;
- F. In accordance with the provisions of Ohio Administrative Code Section 4901:1-18, if Customer resorts to fraudulent practice in obtaining the gas supplied, or is the beneficiary of any such fraudulent practice, or Company's meter, metering equipment, or property used to supply service has been damaged by Customer, its servants or agents.  
  
Service will not be restored until Customer has given satisfactory assurance that such fraudulent or damaging practice will be discontinued, and has paid Company an amount estimated by Company to be reasonable compensation for service fraudulently obtained and not paid for and for any damage to property of Company including any cost to repair the damage.
- G. For repairs, provided that Customer will be given 24 hours written notice prior to scheduled maintenance interruptions in excess of six hours.
- H. Upon the request of Customer in accordance with its service agreement; and
- I. For nonpayment of charges for transportation service or for gas sold to Customer, including nonpayment of late payment charges or security deposits required as a condition for continued service, upon ~~ten (10)~~ five (5) days written notice to Customer.

### ~~§7. ADDITION AND REPLACEMENT OF FACILITIES~~

~~Where it is necessary, and if Customer and Columbia agree in writing that it should be done, Company will construct additions, replacements or betterments of its facilities located at the point(s) of receipt in order to accommodate the volumes of Customer-owned gas to be delivered to Company pursuant to the Service Agreement. Customer shall pay Company the estimated cost of such additions, replacements, or betterments, including an adjustment for federal income tax, prior to the installation thereof.~~

~~Such estimate shall be accompanied by supporting data in such detail as Customer shall reasonably require. If the actual cost including an adjustment for federal income tax is less than the estimate, Company shall refund any overpayment to Customer. If the actual cost is greater than the estimate, Customer shall reimburse Company for the additional cost, including an adjustment for Federal Income tax. Such facilities shall remain the property of Company.~~

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**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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When Company receives Customer's gas directly into its system from point(s) of receipt other than an interstate pipeline, and Company owns the measuring station, Company shall assume all responsibilities associated with the operation and maintenance of said measuring station. Normal operation and maintenance such as pressure checks, grass cutting, routine inspections and routine maintenance will be performed by Company at its expense. Customer shall reimburse Company for major and unusual non-recurring operation and maintenance costs. Customers shall pay for such costs within thirty (30) days of the billing date.

**5918. OTHER RULES AND REGULATIONS**

Except to the extent superseded herein, Sections I through IV of Company's Rules and regulations Governing the Distribution and Sale of Gas and such other Commission rules and guidelines as are applicable shall apply to all gas transportation service provided hereunder.

**6019. OBLIGATION TO SERVE FOLLOWING TERMINATION OF TRANSPORTATION  
AGREEMENT**

Following the cancellation of any service agreement entered into under part 43 hereof, and the termination of gas transportation service hereunder, Company shall have no obligation to sell or deliver gas to Customer under any other contract or rate schedule at Company's average gas cost recovery rate, except to the extent that Customer has contracted for Backup Service.

The Company may provide gas from the GCR regulated system supply to former transportation or bypass customers - (i) if such provision does not negatively impact the GCR rate for continuing GCR-served customers; or (ii) if Company can demonstrate that any increased costs are offset by credits, refunds, or other factors providing a benefit to continuing GCR-served customers; or (iii) if the former transportation or bypass customers absorb the increased cost incurred by Company to obtain additional supplies to serve such customers.

**6120. CAPACITY RELEASE OPTION**

Columbia will make available to all LGTS customers the opportunity to contract for any released pipeline capacity that Columbia intends to post on pipeline bulletin boards.

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### 62. ~~CAPACITY ASSIGNMENT OPTION~~

~~Columbia will make available to all firm service sales customers/customer groups, with a minimum design peak day usage requirement of five thousand (5,000) Mcf, an equivalent amount of firm transportation and storage service on the pipeline(s) providing physical delivery of natural gas to Columbia's system. To participate in this program customers must comply with the following conditions:~~

~~(A)Annual Election.~~ Capacity Assignment Agreements must be renewed annually. Notification of a change must be provided the Company no later than January 2 with the capacity being assigned the following April 1. Customer groups may add additional customers between elections. Reductions can only be made each April 1. Assigned transportation and/or storage capacity and allocated storage will revert to the Company upon a customers election to return to sales service.

~~(B)Capacity Assignment.~~ Customers/Customer groups may elect an assignment of Firm Transportation Service (FTS Capacity) or a combination of Firm Transportation Service and Storage capacity (FTS/Storage Capacity). Columbia reserves the right to limit its total assignment of FTS Capacity, allocated via of this program, to a total peak day subscribed level of twenty five thousand (25,000) Mcf. For purposes of capacity assignment, all customers operating within a Customer groups must be located within a single Columbia Gas Transmission Corporation operating area.

~~(C)Charges.~~ The capacity assignee is responsible for payment of all upstream pipeline charges associated with the subject capacity assignment including, but not limited to demand and commodity charges, shrinkage, injection and withdrawal charges, GRI charges, cash outs, transition costs, pipeline overrun charges, actual costs adjustments and all other applicable charges. All transportation and storage capacity referred to herein shall be assigned on a reservation charge basis.

~~(D)Reassignment of Capacity.~~ Assigned capacity may be reassigned by the assignee subject to recall if the end user customer returns to sales service. The assignee shall remain subject to all operational flow orders and recall provisions invoked by Columbia. The assignee continues to be responsible to Columbia for payment of all upstream pipeline charges associated with the assigned capacity, including, but not limited to demand and commodity charges, shrinkage, injection and withdrawal charges, GRI charges, cash outs, transition costs, pipeline overrun, actual cost adjustments and all other applicable charges.

**THIS SHEET IS RESERVED FOR FUTURE USE**

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### 63.21. OPERATIONAL FLOW ORDERS

Customer Groups/Customers without daily measuring devices are subject to Columbia's issuance of operational flow orders (OFO) that will direct Customer Groups/Customers to schedule confirmed supply volumes to match Columbia's estimate of their daily usage adjusted for contracted standby sales quantities and/or any balancing service quantities that may be available from Columbia. OFOs may be issued for daily capacity or operational reasons only, and not for financial gain considerations. Specifically, Columbia shall provide an OFO percentage and direct Customer Groups/Customers to schedule a confirmed supply volume equal to the product of the OFO percentage times the Customers' Maximum Daily Quantity (MDQ). This product is referred to as the OFO volume. Operational flow orders may require the scheduling of an OFO volume in excess of Customer Groups'/Customers' MDQ when forecasted operating conditions exceed the Company's design criteria. The Company will waive the balancing service charges set forth on Sheets 66 and 67 of this tariff during any day an OFO is in effect. Failure to comply with an operational flow order will result in the billing of the charges below assessed against the OFO difference. The OFO difference is defined as the shortfall between the OFO volume and actual daily supply deliveries during a cold weather OFO, and the overage between the OFO volume and the actual daily supply deliveries during a warm weather OFO:

- (A) For OFOs that require a minimum flow volume (cold weather OFO), when actual daily supply deliveries are less than the OFO volume, the payment of a gas cost equal to the highest per Dth price paid by Columbia on the date(s) of non-compliance applied to the OFO difference. For OFOs issued that provide for a maximum allowed flow volume (warm weather OFO), when actual supplied volumes are greater than the OFO volume, Columbia shall purchase the OFO difference at a gas cost equal to the lowest per Dth price paid by Columbia on the date(s) of non-compliance;
- (B) One month's demand charges on the OFO difference, except in instances where OFOs require scheduling of OFO volumes in excess of MDQ. Demand charges shall be calculated based on the difference between the MDQ and delivered volumes when an OFO requires the scheduling of volumes in excess of the MDQ. This charge shall not be imposed more frequently than once in any thirty day period; and
- (C) The payment of all other charges incurred by Columbia on the date of the OFO difference.

If a Customer Group/Customer complies with an OFO it shall not be subject to any charge or additional cost.

### 64.22. OPERATIONAL MATCHING ORDERS

Customer Groups/Customers with daily measuring devices are subject to Columbia's issuance of operational matching orders (OMO) that will direct Customer Groups/Customers to adjust usage to match confirmed supply volumes or adjust confirmed supply to match usage adjusted for contracted standby sales quantities and/or balancing services quantities available from the Company. OMOs may be issued for daily capacity or operational reasons only, and not for financial gain considerations. The Company will waive the balancing service charges set forth on Sheets 66 and 67 of this tariff during any day an OMO is in effect. Failure to comply with an OMO will result in the billing of the following charges to the OMO difference, which is defined as the difference between the actual daily usage and the confirmed supply volume:

- (A) For OMOs that require a minimum supply volume (cold weather OMO) when daily usage is greater than supplied volumes, the payment of a gas cost equal to the highest per Dth price paid by Columbia on the

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date(s) of non-compliance applied to the OMO difference. For OMOs that provide for a maximum allowed supply volume (warm weather OMO), when usage is less than supplied volumes, Columbia shall purchase the OMO difference at a gas cost equal to the lowest per Dth price paid by Columbia on the date(s) of non-compliance; and,

(B) The payment of all other charges incurred by Columbia on the date of the OMO difference.

If a Customer or Customer Group complies with an OMO it shall not be subject to any charge or additional cost.

### 64A23. GENERAL PROVISIONS REGARDING OPERATIONAL FLOW ORDERS AND OPERATIONAL MATCHING ORDERS

Columbia shall operate its distribution system in a nondiscriminatory manner, without regard to the confirmed source of supply or the Customer or its Agent (as defined in Section VI, Part 2465 of this tariff).

Columbia may issue Operational Warnings when nominations it receives from Customers (or their Agents) served under rate schedules SGTS, GTS, MGTS or LGTS appear to be sufficient to preclude the need to issue an OFO or OMO, but based on operational and weather conditions Columbia needs transportation customers and their agents to maintain the then current level of gas deliveries into Columbia's system. An Operational Warning gives notice that changes in nominations or deliveries may lead Columbia to issue an OFO and/or OMO. Columbia may issue Operational Alerts when information received by Columbia indicates that nominations from transportation customers and their agents appear to be insufficient to meet projected transportation customer demand and preclude the need to issue an OFO and/or OMO. An Operational Alert gives notice that absent changes in nominations or deliveries, Columbia may issue an OFO and/or OMO. Columbia will utilize its best efforts to issue Operational Warnings and/or Operational Alerts prior to the issuance of an OFO and/or OMO.

In the event that an Operational Warning, Operational Alert, OFO or OMO is necessary Columbia shall do the following:

- (A) Provide notice of the Operational Warning, Operational Alert, OFO or OMO by 4:00 p.m. ECT of the day prior to the gas day affected by the Operational Warning, Operational Alert, OFO or OMO, and shall specify the nature of the situation creating the need for the Operational Warning, Operational Alert, OFO and/or OMO. The notice of an OFO and/or OMO shall indicate: (1) the exact actions required of Customers and their Agents; (2) deadlines for compliance; and, (3) the anticipated duration of the OFO and/or OMO.
- (B) The notice of an Operational Alert, OFO or OMO may be provided later than 4:00 p.m. ECT if the following three conditions are satisfied: (1) Customers or their Agents change nominations on an intra-day nomination cycle after the timely nomination cycle Columbia has relied upon to assess the need to call an OFO and/or OMO; (2) Columbia issued an Operational Warning prior to 4:00 P.M. ECT; and (3) if such nomination changes would prompt a need to issue an OFO and/or OMO. The notice of an Operational Alert, OFO and/or OMO may also be provided later than 4:00 p.m. ECT if a force majeure event reduces a critical upstream pipeline's supply. An Operational Alert and/or Flow Order issued by Columbia as a result of a critical upstream pipeline force majeure condition may be applied only to the market area affected by the force majeure condition. Should Columbia receive notice of a force

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majeure event from a critical upstream pipeline, the extension of the deadline for notice specified above shall only apply to those market area(s) affected by the notice of force majeure. If notice of an Operational Alert, OFO or OMO is delayed for any of the reasons specified in this section, Columbia shall issue the notice at its earliest opportunity after 4:00 pm ECT.

- (C) Columbia shall post notice of the Operational Warning, Operational Alert, OFO and/or OMO on the informational portion of Columbia's interactive Website. In addition, Columbia will notify all impacted Agents and the Office of Consumers' Counsel by e-mail. The Office of Consumers' Counsel and all Agents shall be responsible for providing Columbia with the current e-mail address of the party designated to receive such notification and to update such email addresses as necessary. Columbia will also advise the Commission whenever it issues an OFO or OMO.
- (D) Columbia shall also provide the following information to assist Customers and their Agents in scheduling their OFO and OMO volumes:
- (1) Columbia's estimate of sales customer demand with necessary demand forecasting adjustments, capacity reductions due to storage deliverability ratchets and resulting capacity available for banking and balancing service;
  - (2) Columbia's estimate of transportation customer demand including demand forecasting error adjustment;
  - (3) The capacity Columbia has available to provide access to interruptible banking and balancing service; and,
  - (4) For cold weather OFOs and OMOs, the minimum percentage of actual demand needed to be provided by OMO customers and minimum percentage of MDQ needed to be provided by OFO customers. For warm weather OFOs and OMOs the maximum percentage of actual demand to be provided by OMO customers and maximum percentage of MDQ to be provided by OFO customers.
- (E) During an OFO or OMO, Columbia shall post on its Website daily updates about the status of operations and the forecasted duration of the OFO and/or OMO.
- (F) Following the issuance of an OFO and/or OMO, Columbia shall prepare and file a report with the Commission detailing the reasons for the issuance of the OFO and/or OMO, and documentation as to compliance with the provisions of Part Nos. 6321 and 6422 of this tariff.

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**6524. AGGREGATION SERVICE**

This service is for marketers, brokers, agents, producers or customer groups (Agent(s)) that have been engaged by customers receiving transportation service from the Company to be responsible for the delivery of natural gas to the Company's city gates on behalf of customers. This service provides for the aggregation of customers by the Agent for purposes of scheduling and nominating gas, banking and balancing, and compliance with Operational Flow Orders and Operational Matching Orders. All agents who wish to act on behalf of customers must be certified by the Company as meeting the minimum standards identified herein.

- (A) **Aggregation Service.** Service provided by the Company that allows agents to deliver to the Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the requirements of transportation customers that comprise the membership of the Aggregation Pool for participation in the Company's transportation program.
- (B) **Aggregation Pool.** Agents will be allowed to establish one or more customer aggregations. Customers in an Aggregation Pool must be located within the same Columbia Gas Transmission operating area Market Area. The Aggregation Pool referred to herein shall mean the customer group that Agent establishes under the service agreement in the form contained herein.
- (C) **Aggregation Service Agreement.** Before commencing service hereunder, agent(s) must execute a service agreement which sets forth: (1) a list of all transportation customers that comprise the Aggregation Pool; (2) the point(s) of delivery at which the Company will accept delivery of gas; (3) the point(s) at which the Company will redeliver the gas to the Customers' facilities; (4) the daily meter reading election of each customer participating in the pooling agreement; (5) Customers' maximum daily and annual transportation volumes; and (6) the specific services and levels of such services of each customer participating in the pooling service.

The benefits and obligations of the Service Agreement shall begin when Company commences to supply gas service. It shall inure to and be binding upon the successors and assigns, survivors and executors or administrators, as the case may be, of the original parties thereto, respectively, for the full term thereof. However, no agreement for service may be assigned or transferred without the written consent of or approval of the Company which shall not unreasonably be withheld.

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**6524. AGGREGATION SERVICE (continued)**

**(D) Requirements For Program Participation.** The Company shall have the right to establish reasonable standards for participation in this program, provided it does so on a non-discriminatory basis. Accordingly, in order to participate as an "Agent" in the Company's Aggregation Service Program, Agent shall have the option to comply with the requirements of (D)(1), D(2) or (D)(3) below.

1. **Aggregation Service - Option 1.** Agent shall upon request provide the Company, on a confidential basis, a balance sheet and other financial statements and appropriate trade and banking references. Agent also agrees to allow the Company to conduct a credit investigation as to Agent's credit worthiness. Further, if the Company determines that it is necessary, Agent agrees to maintain a cash deposit, a surety bond, an irrevocable letter of credit at a Company approved bank of the Agent's choosing, or such other financial instrument, as the Company may require during the term of this Agreement, in order to assure Agent's performance of its obligations under this Agreement. In order to assure that the value of each financial security instrument remains proportional to Agent's potential liability under this Agreement, the required dollar amounts of such instruments shall be adjusted at the sole discretion of the Company, as customers are added to, or deleted from, Agent's pool. Agent agrees that, in the event it defaults on its obligations under this Aggregation Agreement, Company shall have the right to use such cash deposit, or the proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy Agent's obligations under this Agreement. Such proceeds shall be used to secure additional gas supplies, including payment of the costs of the gas supplies themselves, the costs of transportation, storage, gathering and other related costs incurred in bringing those gas supplies into the Company's system. The proceeds from such instruments shall also be used to satisfy any outstanding claims that the company may have against Agent, including imbalance charges, cash-out charges, pipeline penalty charges, and other amounts owed to the Company and arising from Agent's participation in this pooling program.

In the event Agent elects, or is forced, to terminate its participation in this program in accordance with the provisions of this Agreement, it shall continue its obligation to maintain its financial security instrument until it has satisfied all of its outstanding claims of the Company. In addition to the above financial requirements, the Company may impose reasonable standards of conduct for Agents, as a prerequisite for their participation in the program. Agent acknowledges that in its capacity as an "Agent" in this program, it has a continuing responsibility to conduct its business in a legal and ethical manner. If, as a result of customers' complaints, and/or from its own investigation, the Company determines, in its sole judgment, that Agent is not operating under this Agreement in an ethical and/or legal manner, then the Company shall have the unilateral right to cancel this Agreement and deny Agent's further participation in this pooling program.

2. **Aggregation Service - Option 2.** Agent shall, upon request, periodically provide the Company, on a confidential basis, a balance sheet and other financial statements and appropriate trade and banking references. Agent shall allow the Company to conduct a credit investigation as to Agent's credit worthiness. Agents providing service pursuant to Part No. 6524(D)(2) of this tariff are not required to provide bond or other financial security instrument in order to participate in this aggregation program unless based upon the Company's creditworthiness assessment, the

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Issued By  
J. W. Partridge, President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**6524. AGGREGATION SERVICE (continued)**

need for such financial security instrument in the amount requested by the Company is found to be reasonable and necessary. The Company shall be entitled to refuse Aggregation Service if Agent does not provide the financial security instrument requested.

This option is limited to those Agents whose customers have agreed to contract terms with the Agent that provide for indemnification of the Company for any tariff charges owed to the Company and arising from the Agent's participation in this pooling program in the event of the Agent's default. Such indemnification shall be demonstrated to the Company through Agent's customers' affirmative election of Aggregation Service Option 2 in the Company's "Appointment of Agent" agreement. Any tariff charges remaining unpaid by the Agent will be assessed to Customers within each aggregation pool on a pro rata basis based on the ratio of each customer's gas usage to the usage of all customers participating in that aggregation pool during the month for which the charge is applied. The fees and charges to which this provision applies include, but are not limited to, commodity costs, demand costs, balancing fees, OFO/OMO charges, gas transfer service fees, bank transfer service fees, or other charges billed to the aggregation marketer. Prior to billing the Agent's customers, the Company shall provide the Agents with written notice via facsimile or e-mail as well as regular mail of any such default and a minimum period of five (5) business days to cure such default upon receipt of such notice. Failure to cure such default by the Agent within the five (5) business days shall result in the Company's notification of Agent's customers via facsimile, e-mail or regular mail of its intention to directly invoice the Agent's customers for all tariff charges owed to the Company arising from the Agent's participation in this program. Notwithstanding any provision of this Tariff to the contrary, the Company shall not be entitled to directly invoice any customer so long as the Agent continues to be entitled to aggregate under its Aggregation Agreement with the Company.

The Company may impose reasonable standards of conduct for Agents, as a prerequisite for their participation in the program. Agent acknowledges that in its capacity as an "Agent" in this program, it has a continuing responsibility to conduct its business in a legal and ethical manner. If, as a result of customers' complaints, and/or from its own investigation, the Company determines, in its sole judgment, that Agent is not operating under this Agreement in an ethical and/or legal manner, then the Company shall have the right to cancel this Agreement and deny Agent's further participation in this pooling program pursuant to the Company's Tariff and/or Aggregation Agreement.

3. **Aggregation Service - Option 3.** Agent shall, upon request, periodically provide the Company, on a confidential basis, a balance sheet and other financial statements and appropriate trade and banking references. Agent shall allow the Company to conduct a credit investigation as to Agent's credit worthiness. Agents providing service pursuant to Part No. 6524(D)(3) of this tariff may be required to provide bond or other financial security instrument in order to participate in this aggregation program. The Company shall be entitled to refuse Aggregation Service if Agent does not provide the financial security instrument requested.

The Company may impose reasonable standards of conduct for Agents, as a prerequisite for their participation in the program. Agent acknowledges that in its capacity as an "Agent" in this program, it

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COLUMBIA GAS OF OHIO, INC.

~~First~~Second Revised Sheet No. 48d  
Cancels  
~~Original~~First Revised Sheet No. 48d

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**6524.AGGREGATION SERVICE (continued)**

has a continuing responsibility to conduct its business in a legal and ethical manner. If, as a result of customers' complaints, and/or from its own investigation, the Company determines, in its sole judgment, that Agent is not operating under this Agreement in an ethical and/or legal manner, then the Company shall have the right to cancel this Agreement and deny Agent's further participation in this pooling program pursuant to the Company's Tariff and/or Aggregation Agreement.

Additional terms of service under Part 6524(D)(3) shall be mutually agreed upon by the Company, Agent, and, if applicable, the Customer.

(E) **Delivery Requirements.** Agent agrees to deliver gas supplies into the Company's designated city gate receipt points on a daily basis, in accordance with the aggregate usage requirements of all those customers that comprise the agent's Aggregation Pool. The agent will use their best efforts to maintain a balance between deliveries and aggregate customer usage on a daily and monthly basis. The Company reserves the right: (1) to require an Agent to balance deliveries and takes of transported gas; or (2) to require a reasonable uniform delivery rate of gas which will at months end equal aggregate customer requirements.

(F) **Volume Banking and Balancing.** Agents may aggregate all participants' annual contract volumes and applicable customer tolerances for the purpose of the determination of bank tolerances. This election will allow customers within an Aggregation Pool to be billed immediately following their monthly meter reading with gas volumes being deducted daily from the Agent's total aggregation volume. At the close of each business month the Company will determine any imbalances in accordance with the Company's P.U.C.O. Tariff No. 2, Part 49-C-9.D with all imbalances being the sole responsibility of the Agent.

Agent(s) may also make transfers of gas between Aggregation Pools in accordance with the Company's P.U.C.O. No. 2, Part 49-D9.E, Pool-to-Pool transfers. All Pool-to-Pool transfers performed in accordance with this paragraph will be billed directly to the Agent.

(G) **Operational Flow Orders and Operational Matching Orders.** All Aggregation Pools are subject to the Company's P.U.C.O. Tariff No. 2, Parts 6321 and 6422 with all charges resulting from failure to comply with these tariffs being the sole responsibility of the Agent.

(H) **Late Payment Charge.** If a bill payment is not received by the company offices or by the company's authorized agent on or before the specified payment date, which shall be the date of the company's next scheduled meter reading whether actual or estimated, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the customer's total obligation. This provision is not applicable to: (1) unpaid account

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COLUMBIA GAS OF OHIO, INC.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**6524. AGGREGATION SERVICE (continued)**

~~balances existing prior to the effective date of this rule and regulation, or (2) unpaid account balances of less than \$2,000.~~

- (I) **Force Majeure.** Neither of the parties to the Service Agreement hereto shall be liable in damages to the other, except for the actual delivered costs, plus shrinkage, of replacement supplies and flow through of penalty charges, for any act, omission, or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, act of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, storms, floods, washouts, civil disturbances, explosions, breakage, or accident to machine or lines of pipe, gas curtailment imposed by interstate or intrastate pipelines, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

Such causes or contingencies affecting the performance hereunder by either party hereto, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Agent from its obligations to make payments of amounts due hereunder.

- (J) **Title to Gas.** Agent warrants that it will have good title to all natural gas delivered to the Company hereunder, and that such gas will be free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify the Company, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expense arising from or out of a breach of such warranty.

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J. W. Partridge, President



COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 51

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS****Charges**

Customer will pay Company, in addition to the delivery charge, a supplemental charge on all volumes delivered to these facilities pursuant to the Service Agreement. This supplemental charge shall reflect the pipeline demand costs included in Company's Gas Cost Recovery Rate then in effect, plus applicable gross receipts taxes. The supplemental charge shall be adjusted, as necessary, to enable Company to recover all costs incurred by Company as a result of providing Customer Full Requirements Service, including, but not limited to, any charges from Company's interstate pipeline supplier(s).

**PARTIAL FULL REQUIREMENTS**

Partial Full Requirements Service shall be the same as the Full Requirements Service in all respects except that Customer's ability to return to a retail supply of gas from the Company, Customer's supplemental charge, and Customer's volume of gas available at all times will each be reduced by a percentage as set forth in the Service agreement. For purposes of determining Customer's Authorized Daily Volume attributable to Partial Full Requirements Service, Customer's Maximum Daily Transportation Volume (Mcf), as set forth in the Service Agreement, shall be multiplied by the percentage set forth in the Service Agreement. This provision is not applicable to remaining Firm Service Customers as defined in Section IV, Part 351 herein.

**FIRM SALES VOLUMES**

If approved by Company, Customer can choose to purchase General Service gas from Company on a firm regular basis for a portion of its requirements instead of contracting for Full Requirements Service, or depending on an alternate fuel system. Those volumes will be listed in the Service Agreement as Daily and Annual Firm Sales Volumes.

**UNACCOUNTED-FOR GAS**

Company will retain a percentage of all volumes delivered to it for the account of Customer to offset unaccounted-for gas as a result of transporting these volumes. The unaccounted-for percentage is based on the Company's system wide average for the twelve (12) months ending August 31 of each year and is placed in effect as soon as practicable following the determination of the percentage.

**LATE PAYMENT CHARGE**

Upon next scheduled billing date, one and one-half percent (1-1/2%) will be applied to the unpaid balance of \$2,000 or more, as provided in Section IV, Part No. 406 of the Company's Rules and Regulations governing the distribution and sale of gas.

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COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 52

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**BILLING ADJUSTMENTS**

~~For all gas delivered hereunder, the bill shall be computed to reflect applicable billing adjustments as set forth in Part 41 of the Company's Rules and Regulations governing the distribution and sale of gas~~

**THIS SHEET IS RESERVED FOR FUTURE USE**

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~~Third~~Fourth Revised Sheet No. 53

Cancels

COLUMBIA GAS OF OHIO, INC.

~~Second~~Third Revised Sheet No. 53

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

### GENERAL TRANSPORTATION SERVICE (GTS)

#### APPLICABILITY

Applicable in all territories served by Company.

#### AVAILABILITY

~~Available to any non-residential customer provided that service can be rendered within the limits of Company's operating conditions and facilities, and provided that customer consumes at least 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31<sup>st</sup>. Service is subject to the Rules and Regulations as set forth in Part Nos. 42 through 60.~~

#### CHARACTER OF SERVICE

On any day, Company shall deliver Customer's Authorized Daily Volume of gas (as defined in Part 477 hereof) on a firm basis, with no planned interruption. However, Customer's Authorized Daily volume is interruptible when such interruption is necessary due to force majeure conditions, or where service to human needs customers is threatened. In addition, where Customer-owned gas is being delivered to the Company at a city gate which does not serve the market area in which Customer's facilities are located, that portion of Customer's Authorized Daily Volume is interruptible as described in Part 488 hereof.

### GENERAL TRANSPORTATION SERVICE DELIVERY CHARGE

#### AVAILABILITY

~~Available to any non-residential customer provided that service can be rendered within the limits of Company's operating conditions and facilities, and provided that customer consumes at least 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31<sup>st</sup>. Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 1 through 26.~~

The Company will charge the following maximum rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed:

First 25 Mcf per account per month	\$1.36071.7183 per Mcf
Next 75 Mcf per account per month	\$1.3000 per Mcf
Over 25 Mcf per account per month	\$1.27841.0325 per Mcf
A Customer Charge of <del>\$16.50</del> <u>22.50</u> per account per month, regardless of gas consumed.	

### GENERAL SCHOOLS TRANSPORTATION SERVICE DELIVERY CHARGE

#### AVAILABILITY

~~Available to any non-residential primary and secondary school customer account provided that service can be rendered within the limits of Company's operating conditions and facilities, and provided that customer consumes at least 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31<sup>st</sup>. Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 1 through 26.~~

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500-AU TRF and June 4, 2008 in Case Nos. 07-478-GA-UNC and 07-237-GA-AAM.

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COLUMBIA GAS OF OHIO, INC.

~~Third~~Fourth Revised Sheet No. 53  
Cancels  
~~Second~~Third Revised Sheet No. 53

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

An "account" includes all gas consumption which (1) is consumed by the same individual, governmental, or corporate entity, including subsidiaries and affiliates, and (2) occurs on property which is either contiguous or is separated by no more than the width of a public or private right of way.

The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to total Company fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

**UNCOLLECTIBLE EXPENSE RIDER**

All bills rendered pursuant to this tariff will be adjusted to provide for the recovery of Columbia's uncollectible expenses through the application of the Uncollectible Expense Rider specified on Sheet 29 of this tariff.

**INFRASTRUCTURE REPLACEMENT PROGRAM RIDER**

All bills rendered pursuant to this tariff will be adjusted to provide for the recovery of Columbia's infrastructure replacement program costs through the application of the Infrastructure Replacement Program Rider specified on Sheet 30d of this tariff.

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Cancels

COLUMBIA GAS OF OHIO, INC.

First~~Second~~ Revised Sheet No. 54

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

The Company will charge the following maximum rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed:

First 25 Mcf per account per month	\$1.6324 per Mcf
Next 75 Mcf per account per month	\$1.2350 per Mcf
Over 100 Mcf per account per month	\$0.9809 per Mcf

A Customer Charge of \$21.37 per account per month, regardless of gas consumed.

The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to total Company fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

### BILLING ADJUSTMENTS

For all gas sold hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VI, Part No. 26 of the Company's Rules and Regulations governing the distribution and sale of gas.

- (1) PIP Plan Tariff Schedule Rider;
- (2) Uncollectible Expense Rider;
- (3) Gross Receipts Tax Rider;
- (4) Excise Tax Rider; and
- (5) Infrastructure Replacement Program Rider.

The above rates are also subject to adjustment for recovery of take-or-pay and FERC Order 636 Transition costs, as approved by the PUCO, plus the associated excise tax effect.

### ADMINISTRATIVE FEE

In addition to the delivery charge set forth above, Customer shall pay an administrative fee of \$6.00 per account per month. This fee shall not apply to primary or secondary schools until the January, 2002 billing month.

### EXCISE TAX RIDER

Effective July 1, 2001 all bills rendered will be adjusted to provide for recovery of Columbia's excise tax liability on all volumes billed by, or on behalf of, the Company as specified on Sheet 30 of this tariff.

### VOLUME BANKING AND BALANCING SERVICE

The Volume Banking and Balancing Service represents the current storage cost to the Company to provide a "bank tolerance" to the Customer as described under Sheet 41. The calculation of charges when deliveries are less than customers usage are set forth under Parts 499 and 5010 of this tariff. The formula for determination of the rate to paid for excess volumes, when a customer exceeds the bank tolerance, is set forth under Part 499 of this tariff. The rate for this service is set forth on Sheet 66.

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J. W. Partridge, Vice President

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Cancels

COLUMBIA GAS OF OHIO, INC.

~~First~~Second Revised Sheet No. 54

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

**FULL REQUIREMENTS SERVICE**

Full Requirements Service, if approved by Company and contracted for by Customer under this tariff, will make gas service available at all times, except where interruption is necessary due to force majeure conditions (as defined in Part 488 hereof) or where service to human needs customers is threatened, and reserves for Customer the right to purchase General Service Rate sales gas.

**Annual Supply Backup**

Full Requirements Service provides Customer the ability to return to a retail supply of gas from Company for one hundred percent (100%) of Customer's Annual and Maximum Daily Transportation Volumes as set forth in the Service Agreement.

**Charges**

~~Customer will pay Company, in addition to the delivery charge, a supplemental charge on all volumes delivered to these facilities pursuant to the Service Agreement. This supplemental charge shall reflect the pipeline demand costs, plus applicable excise taxes, included in~~

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COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 55

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

### Charges

Customer will pay Company, in addition to the delivery charge, a supplemental charge on all volumes delivered to these facilities pursuant to the Service Agreement. This supplemental charge shall reflect the pipeline demand costs included in

Company's Gas Cost Recovery Rate then in effect, plus applicable gross receipts taxes. The supplemental charge shall be adjusted, as necessary, to enable Company to recover all costs incurred by Company as a result of providing Customer Full Requirements Service, including, but not limited to, any gas inventory charges from Company's interstate pipeline supplier(s).

### **PARTIAL FULL REQUIREMENTS SERVICE**

Partial Full Requirements Service shall be the same as Full Requirements Service in all respects except that Customer's ability to return to a retail supply of gas from Company, Customer's supplemental charge, and Customer's volume of gas available at all times will each be reduced by a percentage as set forth in the Service Agreement. For purposes of determining Customer's Authorized Daily Volume attributable to Partial Full Requirements Service, Customer's Maximum Daily Transportation Volume (Mcf), as set forth in the Service Agreement, shall be multiplied by the percentage set forth in the Service Agreement.

For purposes of determining the Partial Full Requirements Service fee, the Customer shall be charged the same fee as Full Requirements Service multiplied by the percentage of Back Up service set forth in the Service agreement and used to calculate the maximum daily authorized volume available under Partial Full Requirements Service. This provision is not applicable to remaining Firm Service Customers as defined in Section IV, Part 35 herein.

### **FIRM SALES VOLUMES**

If approved by Company, Customer can choose to purchase General Service gas from Company on a firm regular basis for a portion of its requirements instead of contracting for Full Requirements Service, or depending on an alternate fuel system. Those volumes will be listed in the Service Agreement as Daily and Annual Firm Sales Volumes.

### **UNACCOUNTED-FOR GAS**

Company will retain a percentage of all volumes delivered to it for the account of Customer to offset unaccounted-for gas as a result of transporting these volumes. The unaccounted-for percentage is based on the Company's system wide average for the twelve (12) months ending August 31 of each year and is placed in effect as soon as practicable following the determination of the percentage.

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COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 56

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**LATE PAYMENT CHARGE**

Upon next scheduled billing date, one and one-half percent (1-1/2%) will be applied to the unpaid balance of \$2,000 or more, as provided in Section IV, Part No. 406 of the Company's Rules and Regulations governing the distribution and sales of gas.

**BILLING ADJUSTMENTS:**

~~For all gas delivered hereunder, the bill shall be computed to reflect applicable billing adjustments as set forth in Part No. 41 of the Company's Rules and Regulations governing the distribution and sale of gas.~~

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COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 57

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS****LARGE GENERAL TRANSPORTATION SERVICE (LGTS)****APPLICABILITY**

Applicable in all territories served by Company

**AVAILABILITY**

Available to any non-residential customer, provided that:

1. Service can be rendered within the limits of the Company's operating conditions and facilities;
2. Customer's consumption during one of the two most recent Annual Periods (November through October billing cycles) was at least 18,000 Mcf, or Customer presents evidence demonstrating to Company's satisfaction that it will consume at least 18,000 Mcf per year during future Annual Periods. ~~For purposes of this section, the first Annual Period considered shall be that period beginning with Customer's November, 1989 billing cycle.~~ In addition, at least 50% of Customer's annual consumption must be consumed in the seven billing months of April through October, or Customer has previously executed a Commercial or Industrial Gas Service Agreement with Company, which was in effect immediately prior to the initiation of service hereunder.
3. Company may, at its option, waive the requirement that 50% of the annual consumption occur during the seven months of April through October where such waiver is necessary in order to serve a load which would not otherwise be served by Company, provided that at least 30% of Customer's annual consumption occurs during the months of April through October.
4. Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 421 through 6026.

In the event that Customer no longer qualifies for service hereunder, Company may, ~~upon thirty (30) days notice,~~ terminate service hereunder and commence service under its Small or General Transportation Service schedule, in which case Customer's Service Agreement shall be deemed amended to reflect such change in service and rates.

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COLUMBIA GAS OF OHIO, INC.

~~Original~~ First Revised Sheet No. 58

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

### CHARACTER OF SERVICE

On any day, Company shall deliver Customer's Authorized Daily Volume of gas (as defined in Part 477 hereof) on a firm basis, with no planned interruption. However, Customer's Authorized Daily volume is interruptible when such interruption is necessary due to force majeure conditions, or where service to human needs customers is threatened.

In addition, where Customer-owned gas is being delivered to the Company at a city gate which does not serve the market area in which Customer's facilities are located, that portion of Customer's Authorized Daily Volume is interruptible as described in Part 488 hereof.

### OPTIONS:

#### 1. FIXED DELIVERY CHARGE

The Company will charge the following rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed:

First 2,000 Mcf per account per month	\$4614.4110 per Mcf
Next 13,000 Mcf per account per month	\$2813.2520 per Mcf
Next 85,000 Mcf per account per month	\$2513.2200 per Mcf
Over 100,000 Mcf per account per month	\$1913.1740 per Mcf

A 'Customer Charge' of \$595.00 per Account per month, regardless of gas consumed.

~~An "account" includes all gas consumption which (1) is consumed by the same individual, governmental, or corporate entity, including subsidiaries and affiliates, and (2) occurs on property which is either contiguous or is separated by no more than the width of a public or private right-of-way.~~

~~The above rate is also subject to adjustment for recovery of take or pay costs and FERC Order 636 transition costs, as approved by the PUCO, plus the associated excise tax effect.~~

#### 2. FLEXIBLE DELIVERY CHARGE

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Large General Transportation Service (LGTS) base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from an alternate energy supplier, then the Company may charge a rate lower than the maximum delivery charge for all deliveries.

The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to total Company fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

#### 3. MAINLINE DELIVERY CHARGE

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J. W. Partridge, Vice-President

COLUMBIA GAS OF OHIO, INC.

~~First~~ Second Revised Sheet No. 58  
Cancels  
~~Original~~ First Revised Sheet No. 58

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

An alternative delivery charge is available to customers connected directly through a dual-purpose meter to facilities of an interstate pipeline supplier of the Company. Such customers will pay a maximum delivery charge of \$.1740 per Mcf per account per month plus a 'Customer Charge' of \$595.00 per Account per month, regardless of gas consumed. The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to total Company fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-GA-TRF and March 15, 2001 in Case No. 01-484-GA-UNG.

Issued: March 19, 2001

Effective: April 1, 2001

Issued By  
J. W. Partridge, Vice President

First ~~Second~~ Revised Sheet No. 60

Cancels

COLUMBIA GAS OF OHIO, INC.

~~Original~~ First Revised Sheet No. 60

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

### 3. MAINLINE DELIVERY CHARGE

~~An alternative delivery charge is available to all customers connected directly through a dual purpose meter to facilities of an interstate pipeline supplier of the Company. Such customers will pay a maximum delivery charge of \$.2058 per Mcf per account per month. The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to total Company fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.~~

~~The above rate is also subject to adjustment for recovery of take or pay or transition costs, as approved by the PUCO, plus the associated tax effect.~~

### MINIMUM MONTHLY CHARGE

~~If Customer fails to take delivery of 1,500 Mcf in any month, the Customer will be charged for 1,500 Mcf at the total billing rate which includes the delivery charge and standby service monthly demand charge if applicable.~~

~~In case of complete suspension of industrial operations at customer's plant for a period of not less than seven (7) consecutive days in any billing month, so that customer would be billed the minimum monthly charge in such billing month, then customer shall be billed and pay an amount calculated by billing the volume of gas actually consumed during such billing month at the then currently effective total billing rate.~~

### BILLING ADJUSTMENTS

For all gas sold hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VI, Part No. 26 of the Company's Rules and Regulations governing the distribution and sale of gas.

- (1) PIP Plan Tariff Schedule Rider;
- (2) Gross Receipts Tax Rider;
- (3) Excise Tax Rider; and
- (4) Infrastructure Replacement Program Rider.

### VOLUME BANKING AND BALANCING SERVICE

The Volume Banking and Balancing Service represents the current storage cost to the Company to provide a "bank tolerance" to the Customer as described under Sheet 41. The calculation of charges when deliveries are less than customers' usage are set forth under Parts 499 and 5010 of this tariff. The formula for determination of the rate to be paid for excess volumes, when a customer exceeds the bank tolerance, is set forth under Part 499 of this tariff. The rate for this service is set forth on Sheet 67. To meet competition and retain throughput, the Company may be required to flex the level of the Banking and Balancing rate to customers subject to this tariff.

### STANDBY SERVICE

Standby Service, if approved by Company and contracted for by Customer under this tariff, will make gas service available at all times, except where interruption is necessary due to force majeure conditions (as defined

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU-TRE and March 15, 2001 in Case No. 01-484 GA-LINC.

Issued: ~~March 10, 2001~~

Effective: April 1, 2001

Issued By  
J. W. Partridge, Jr., Vice-President

COLUMBIA GAS OF OHIO, INC.

~~First~~ Second Revised Sheet No. 60  
Cancels  
~~Original~~ First Revised Sheet No. 60

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

in Part 488 hereof) or where service to human needs customers is threatened, up to the Daily and Seasonal Volumes contracted for as set forth in the Service Agreement, and reserves for Customer the right to purchase Standby Service gas.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and March 15, 2001 in Case No. 01-484 GA UNC.

Issued: ~~March 19, 2001~~

Effective: April 1, 2001

Issued By  
J. W. Partridge, Jr., Vice-President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**EXCISE TAX RIDER**

Effective July 1, 2001 all bills rendered will be adjusted to provide for recovery of Columbia's excise tax liability on all volumes billed by, or on behalf of, the Company as specified on Sheet 30 of this tariff.

**Daily Standby Volume**

Customer is entitled to use and Company agrees to deliver gas volumes to Customer up to the Daily Standby Volume (adjusted for unaccounted-for gas) on any day during the term of the Service Agreement.

**Annual Standby Volume**

During the term of this agreement, Customer is entitled to purchase and Company is obligated to deliver to Customer the Annual Standby Volume as indicated in the service agreement, less unaccounted-for gas. The minimum Annual Standby Volume is determined by multiplying the Daily Standby Volume times 75.5.

**Standby Service Charges**

**1. Demand Charge for Daily Standby Volume**

The monthly demand charge for the Daily Standby Volume is calculated by multiplying the Daily Standby Volume(s) in the service agreement by the sum of the weighted average demand cost underlying the Company's effective GCR rate, plus applicable ~~excise~~ gross receipts taxes.

**2. Commodity Charge**

All Standby Volumes delivered by Company to Customer will be considered next through Customer's meter, after Customer's own transportation gas is delivered. Any volumes of Standby Volume delivered to Customer will be billed at the weighted average commodity cost of gas underlying the Company's effective GCR rate, plus applicable ~~excise~~ gross receipts taxes. Customer will also pay the applicable delivery charge pursuant to this tariff on all Standby volumes delivered. In addition, Company will retain the percentage set forth herein of any Standby volumes delivered to Customer as unaccounted-for gas.

**UNACCOUNTED-FOR GAS**

Company will retain one percent (1%) of all volumes delivered to it for the account of Customer to offset unaccounted-for gas as a result of transporting gas volumes to Customer.

**LATE PAYMENT CHARGE**

Upon next scheduled billing date, one and one-half percent (1-1/2%) will be applied to the unpaid balance, as provided in Section IV, Part No. 6 of the Company's Rules and Regulations governing the distribution and sales of gas.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and March 15, 2001 in Case No. 01-484 GA-LNC.

Issued: March 19, 2001

Effective: April 1, 2001

Issued By  
J.W. Partridge, Jr., Vice-President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 62

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**UNACCOUNTED FOR GAS**

~~Company will retain one percent (1%) of all volumes delivered to it for the account of Customer to offset unaccounted for gas as a result of transporting gas volumes to Customer.~~

**LATE PAYMENT CHARGE**

~~Upon next scheduled billing date, one and one half percent (1 1/2%) will be applied to the unpaid balance of \$2,000 or more, as provided in Part No. 40 of the Company's Rules and Regulations governing the distribution and sales of gas.~~

**BILLING ADJUSTMENTS**

~~For all gas delivered hereunder, the bill shall be computed to reflect applicable billing adjustments as set forth in Part No. 41 of the Company's Rules and Regulations governing the distribution and sale of gas.~~

**THIS SHEET IS RESERVED FOR FUTURE USE**

Filed pursuant to PUCO Entry dated November 24, 1993 in Case Nos. 93-1797-GA-ATA and 93-1830-GA-ATA

ISSUED: October 26, 1994

EFFECTIVE: December 1, 1993

Issued By

K. I. Shroyer J. W. Partridge, Jr., Vice-President

**COLUMBIA GAS OF OHIO, INC.**

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

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**SECTION VI - GAS TRANSPORTATION SERVICE**

**GAS TRANSFER SERVICE**

**APPLICABILITY**

This service is applicable throughout the entire service territory served by Columbia.

**AVAILABILITY**

This is an optional service available to all gas transportation customers on Columbia Gas of Ohio's system, and/or their agents, served under rate schedules SGTS, GTS and LGTS that provides for the transfer of gas quantities from one customer/agent ("transferor") account to another customer/agent ("transferee") account, in accordance with the following:

- a) Each transfer must occur such that gas is transferred from the transferor to the transferee on the same Gas Day. Transferor must request the transfer in the billing cycle at the end of the current month, as described in subparagraph (e) below.
- b) Transfers may occur between a transferor and a transferee located within the same Columbia Gas Transmission Market Area with confirmed deliveries on the same transmission pipeline. Requests to transfer gas from a transferor in one Market Area to a transferee in a different Market Area may only occur in accordance with an allowable transfer matrix, which will be posted on Columbia's web site. Changes to the allowable transfer matrix shall be posted by Columbia forty eight (48) hours before becoming effective.
- c) Volumes eligible for transfer shall not exceed the transferor's confirmed deliveries for the day of transfer. However, Marketers also remain able to effectuate Pool-to-Pool Transfers pursuant to Part 49, section ~~DE~~ on sheet 42 of Columbia's tariff.
- d) The transferor and the transferee shall be responsible for determining the amount of confirmed gas to be transferred under this rate schedule. Imbalance charges and/or other costs shall be applicable in the event that any transfer results in either a transferor or a transferee becoming subject to imbalance charges and/or other costs under any applicable Rate Schedule.
- e) At the end of the month, Columbia will supply to aggregation pool operators and customers not in aggregation pools (or their Agents) all actual and estimated meter consumption and prior period adjustment information upon which customer billing and end of month gas transfers will be based. This consumption and adjustment information will be made available on Columbia's web site. Aggregation pool operators and customers not in aggregation pools (or their Agents) must submit all gas transfer requests to Columbia within three business days following receipt of the actual and estimated meter consumption and prior period adjustment information provided by Columbia.
- f) All gas transfer requests must be fully completed and executed by both the transferor and transferee and submitted to Columbia on Columbia's standard Gas Transfer Request Form.

Filed Pursuant to PUCO Entry dated March 11, 2004, Entry on Rehearing dated May 5, 2004 and Entry dated August 25, 2004 in Case Nos. 04-087-GA-AIR, 06-1113-GA-ATA, 08-222-GA-GCR, 03-1459-GA-ATA and Entry dated July 6, 1989 in Case No. 89-500-AU-TRE.

Issued: October 1, 2004

Effective: November 1, 2004 through November 1, 2008

Issued By  
J. W. Partridge, Jr., President



COLUMBIA GAS OF OHIO, INC. \_\_\_\_\_

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

---

**SECTION VI - GAS TRANSPORTATION SERVICE**

**GAS TRANSFER SERVICE**

- g) Columbia is not involved in any arrangement or agreement for compensation for the value of the gas being transferred, or for any other fees between transferor and transferee. Columbia's role in administering this rate schedule is limited to transferring gas quantities from the transferor's to the transferee's account with Columbia.

**RATES**

Columbia will charge the transferor \$0.05 per unit (which unit shall be dth or mcf based on the unit required for nominations) transferred, up to a maximum of \$150 per transfer.

Filed Pursuant to PUCO Entry dated March 11, 2004, Entry of Rehearing dated May 5, 2004 and Entry dated August 25, 2004 in Case Nos. 04-987-GA-AIR, 96-1113-GA-ATA, 98-222-GA-GCR, 03-1459-GA-ATA and Entry dated July 6, 1989 in Case No. 89-500-AU-TRF.

Issued: October 1, 2004

Effective: November 1, 2004 through November 1, 2008

Issued By  
J. W. Partridge, Jr., President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 63

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

Contract No.

## **SERVICE AGREEMENT FOR SGTs, GTS AND LGTS RATE SCHEDULES**

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between **COLUMBIA GAS OF OHIO, INC.**, ("Columbia") and \_\_\_\_\_ ("Customer").

**WITNESSETH:** That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Section 1. Transportation Service to be Rendered.** In accordance with the provisions of the effective applicable transportation rate schedule (SGTs, GTS, or LGTS) of Company's Tariff, on file with the Public Utilities Commission of Ohio (PUCO), and the terms and conditions herein contained, Company shall receive the quantities of gas requested by Customer to be transported and shall redeliver said gas to Customer's facilities. The point(s) of receipt, Customer facility location, the applicable Rate Schedule, and the service and levels of said services to be rendered, shall be set forth in Section 7 of this Agreement.

**Section 2. Incorporation of Tariff Provisions.** This Agreement in all respects shall be subject to the provisions of Section V of the Company's Rules and Regulations Governing the Distribution and Sale of Gas, as the same may be amended or superseded from time to time, which are incorporated herein by reference and made a part hereof.

**Section 3. Regulation.** This Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations. This Agreement shall become void or expire, as appropriate, if any necessary regulatory approval or authorization is not so received or continued.

**Section 4. Term.** This Agreement shall become effective as of the first day of Customer's next billing cycle following its execution and shall continue through the last day of Customer's March, 19\_\_\_\_ billing cycle, provided however, that the Agreement shall continue in effect after that date on a year to year basis with each term ending on the last day of Customer's March billing cycle, unless terminated in accordance with this section.

Company may terminate this Agreement, effective as of the end of Customer's applicable March billing cycle consistent with the above terms, upon written notice to Customer on or before the preceding January 2.

Customer may terminate this Agreement, effective as of the end of its applicable March billing cycle consistent with the above terms, or request a change in the level of Backup Service, upon written notice to Company on or before the preceding January 2. Company will approve or deny any request by Customer to change the level of service, to be effective as of the beginning of its April billing cycle, on or before the preceding January 2, or as soon thereafter practicable.

Following the cancellation of this Agreement, and the termination of gas transportation service hereunder, Company shall have no obligation to sell or deliver gas to Customer under any other contract or rate schedule at Company's average gas cost recovery rate, except to the extent that Customer has contracted for Backup Service herein. Following such cancellation, Customer will remain subject to the provision of Section V, Parts 47, 48, and 50 of Company's Rules and Regulations Governing the Distribution and Sale of Gas until such time that any subsequent agreement is reached between the parties regarding the level of gas service to be provided.

**Section 5. Notices.** Any notices, except those relating to billing or interruption of service, required or permitted to be given hereunder shall be effective only if delivered personally to an officer or authorized representative of the party being notified, or if mailed by certified mail to the address provided in Section 7 of this Agreement.

**Section 6. Cancellation of Prior Agreements.** This Agreement supersedes and cancels, as of the effective date hereof, all previous two party transportation agreements and any Commercial or Industrial Gas Service Agreements between the parties for service to Customer's facilities served hereunder.

CONTRACT#

Filed pursuant to PUCO Entry dated September 29, 1994 in Case No. 94-987-CA-AIR

ISSUED: October 26, 1994

EFFECTIVE: With Gas Used On and After  
November 1, 1994

Issued By  
K. L. Shroyer, J. W. Partridge, Jr., Vice-President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

## SERVICE AGREEMENT FOR GAS TRANSPORTATION

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **COLUMBIA GAS OF OHIO, INC. ("Company")**, and \_\_\_\_\_ **("Customer")**.

**WITNESSETH:** That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Transportation Service to be Rendered. In accordance with the provisions of the effective applicable transportation rate schedule (SGTS, GTS or LGTS) of Company's Tariff, on file with the Public Utilities Commission of Ohio (PUCO), and the terms and conditions herein contained, Company shall receive the quantities of gas requested by Customer to be transported and shall redeliver said gas to Customer's facilities. The point(s) of receipt, Customer facility location, the applicable Rate Schedule, and the service and levels of said services to be rendered, shall be set forth in Section 7 of this Agreement.

Section 2. Incorporation of Tariff Provisions. This Agreement in all respects shall be subject to the provisions of Section VI of the Company's Rules and Regulations Governing the Distribution and Sale of Gas, as the same may be amended or superseded from time to time, which are incorporated herein by reference and made a part hereof.

Section 3. Regulation. This Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations. This Agreement shall become void or expire, as appropriate, if any necessary regulatory approval or authorization is not so received or continued.

Section 4. Term. This Agreement shall become effective as of the first day of Customer's next billing cycle following its execution and shall continue through the last day of Customer's March, \_\_\_\_\_ billing cycle, provided however, that the Agreement shall continue in effect after that date on a year-to-year basis with each term ending on the last day of Customer's March billing cycle, unless terminated in accordance with this section.

Company may terminate this Agreement, effective as of the end of Customer's applicable March billing cycle consistent with the above terms, upon written notice to Customer on or before the preceding January 2.

Customer may terminate this Agreement, effective as of the end of its applicable March billing cycle consistent with the above terms, or request a change in the level of Backup Service, upon written notice to Company on or before the preceding January 2. Company will approve or deny any request by Customer to change the level of service, to be effective as of the beginning of its April billing cycle, on or before the preceding January 2, as soon thereafter as practicable.

Following the cancellation of this Agreement, and the termination of gas transportation service hereunder, Company shall have no obligation to sell or deliver gas to Customer under any other contract or rate schedule at Company's average gas cost recovery rate, except to the extent that Customer has contracted for Backup Service herein. Following such cancellation, Customer will remain subject to the provision of Section VI, Parts 7, 8, and 10 of Company's Rules and Regulations Governing the Distribution and Sale of Gas until such time that any subsequent agreement is reached between the parties regarding the level of gas service to be provided.

Section 5. Notices. Any notices, except those relating to billing or interruption of service, required or permitted to be given hereunder shall be effective only if delivered personally to an officer or authorized representative of the party being notified, or if mailed by certified mail to the address provided in Section 7 of this Agreement.

Section 6. Cancellation of Prior Agreements This Agreement supersedes and cancels, as of the effective date hereof, all previous two party transportation agreements and any Commercial or Industrial Gas Service Agreements between the parties for service to Customer's facilities served hereunder.

Filed pursuant to PUCO Entry dated September 29, 1994 in Case No. 94-087 CA AIR

**ISSUED: October 26, 1994**

**EFFECTIVE: With Gas Used On and After**  
**November 1, 1994**

**Issued By**  
**K. L. Shroyer, J. W. Partridge, Jr., Vice President**

COLUMBIA GAS OF OHIO, INC.

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

(Name) \_\_\_\_\_

(PCID) \_\_\_\_\_

(PSID) \_\_\_\_\_

**Section 7. Contract Data Small (SGTS) or General Transportation Service (GTS)**A. Point(s) of Receipt into Columbia Gas of Ohio, Inc.• Point(s) of Receipt with Interstate Pipelines:

Interstate Pipeline \_\_\_\_\_

Market Code \_\_\_\_\_

1) Columbia Gas Transmission Corporation \_\_\_\_\_

A

• Other Point(s) of Receipt: E. Ohio Gate \_\_\_\_\_ Intra-state \_\_\_\_\_

Motor Sta. No. \_\_\_\_\_

Township \_\_\_\_\_

County \_\_\_\_\_

Market Code \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Market Area Code "A" means that the point(s) of receipt is serving the market area in which Customer's facilities are located. Market Code "B" means that the point of receipt is not serving the market area in which Customer's facilities are located.

B. Facility Address: \_\_\_\_\_C. Volume Detail:

		Max.	Max.			
Max.		Day	Annual	Percent	Daily	Annual
Daily	Annual	Firm	Firm	of Firm	Firm	Firm
Transp.	Transp.	Transp.	Transp.	Require	Sales	Sales
Volume	Volume	Volume	Volume	ments	Volume	Volume
(MCF)	(MCF)	(MCF)	(MCF)	%	(MCF)	(MCF)

D. Monthly Bank Tolerance \_\_\_\_\_ % \_\_\_\_\_ Mcf (% x annual transp)E. Capacity Assigned Mcf/Day \_\_\_\_\_ McfF. Daily Metering Service Yes \_\_\_\_\_ No \_\_\_\_\_**NOTICES:****CUSTOMER:**

COLUMBIA:

Columbia Gas of Ohio, Inc.

200 Civic Center Drive, P. O. Box 117

Columbus, Ohio 43216-0117

Attention: Director, Gas Transportation Marketing \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have accordingly and duly executed this Agreement as of the date hereinabove first mentioned.

COLUMBIA GAS OF OHIO, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_, Director

Title: \_\_\_\_\_

Title: Gas Transportation Marketing

Filed pursuant to PUCO Entry dated September 29, 1994 in Case No. 94-987-GA-AIR

ISSUED: October 26, 1994

EFFECTIVE: With Gas Used On and After

November 1, 1994

Issued By

K. I. Shroyer J. W. Partridge, Jr., Vice-President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 64

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

**SECTION 7. Contract Data - General Transportation Service (SGTS, GTS, or LGTS)**

**A. Point(s) of Receipt into Columbia Gas of Ohio, Inc. - Point(s) of Receipt with Interstate Pipelines**

- 1) Columbia Gas Transmission Corporation (TCO)
- 2) Other Point(s) of Receipt:

**B. FACILITY ADDRESS:**

PCID

<b>C. Type of Business</b>	<b>D. Volume Detail: To be completed by Marketer/Customer</b>					
	<b>*Notice of change must be received on or before January 2, to be effective for the April billing cycle.</b>					
<b>Description of Business:</b>	<b>Alternate Fuel:</b>	<b>Alternate Fuel:</b>	<b>* Purchase Firm</b>	<b>* Percent</b>	<b>*Monthly</b>	<b>*Capacity</b>
	<b>Type</b>	<b>Percent</b>	<b>Service from COH</b>	<b>(%) of Firm</b>	<b>Bank</b>	<b>Assigned</b>
		<b>%</b>	<input type="checkbox"/> YES	<b>Service or</b>	<b>Tolerance</b>	<b>Mcf/Day:</b>
			<input type="checkbox"/> NO	<b>Volumes to</b>	<b>%</b>	<b>(LGTS Customers</b>
				<b>Purchase</b>		<b>Only)</b>

**CUSTOMER NOTICES: (Mailing address for Contract) (Please Print)**

**Company Name:**

**dba (if applicable):**

**Address:**

**City, St, Zip:**

**Attn:**

**Title:**

**Telephone #: ( ) -**

**Fax #: ( ) -**

**Notices:**

**Correspondence to:**

Columbia Gas of Ohio, Inc.

200 Civic Center Drive

Columbus, Ohio 43215

Attn: Gas Transportation

IN WITNESS WHEREOF, the parties hereto have accordingly and duly executed this Agreement as of the  
date herein above first mentioned.

**CUSTOMER**

**COLUMBIA GAS OF OHIO, INC.**

**By:**

**By:**

(Signature)

(Signature)

**Printed:**

**Printed:**

**Title:**

**Title:**

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 65

# **RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS**

(Name)

(PCID)

(PSID)

## Section 7. Contract Data - Large General Transportation Service (LGTS)

### A. Point(s) of Receipt into Columbia Gas of Ohio, Inc.

#### • Point(s) of Receipt with Interstate Pipelines

Interstate Pipeline \_\_\_\_\_ Market Code \_\_\_\_\_  
 1) Columbia Gas Transmission Corporation A

• Other Point(s) of Receipt: E. Ohio Gate ☐ Intrastate ☐  
 Meter Sta. No. \_\_\_\_\_ Township \_\_\_\_\_ County \_\_\_\_\_ Market Code \_\_\_\_\_

1) \_\_\_\_\_  
 2) \_\_\_\_\_

Market Area Code "A" means that the point(s) of receipt is serving the market area in which Customer's facilities are located. Market Code "B" means that the point of receipt is not serving the market area in which Customer's facilities are located.

### B. Facility Address: \_\_\_\_\_

### C. Volume Detail:

Max.	Annual	Current	Current	Annual
Daily	Transp.	Daily	Ratio	Standby
Volume	Volume	Volume	of Columbia	Volume
(MCF)	(MCF)	(Dth)	AEN to CD	(Dth)

D. Monthly Bank Tolerance \_\_\_\_\_ % \_\_\_\_\_ MCF (% x annual transp)

E. Capacity assigned MCF/Day \_\_\_\_\_ MCF

F. Daily Metering Service Yes \_\_\_\_\_ No \_\_\_\_\_

### **NOTICES:**

COLUMBIA: \_\_\_\_\_ CUSTOMER: \_\_\_\_\_

Columbia Gas of Ohio, Inc.

200 Civic Center Drive, P.O. Box 117

Columbus, Ohio 43216-0117

Attn.: Director, Gas Transportation Marketing

**IN WITNESS WHEREOF**, the parties hereto have accordingly and duly executed this Agreement as of the date hereinabove first mentioned.

**COLUMBIA GAS OF OHIO, INC.**

By: \_\_\_\_\_ By: \_\_\_\_\_ Director

Filed Pursuant to PUCO Entry dated November 29, 1994 in Case No. 94-987-GA-AIR

Issued: October 26, 1994

Effective: With Gas Used On and After November 1, 1994

Issued By

K. J. Shroyer, J. W. Partridge, Vice-President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 65

# **RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS**

Title: \_\_\_\_\_

Title: Gas Transportation Marketing**DO NOT WRITE BELOW THIS LINE - For Columbia Personnel Only - NOTE All Max Day & Annual Volumes Updated****Annually**

<input type="checkbox"/> New Customer <input type="checkbox"/> New Facility <input type="checkbox"/> Replacement	<u>Max Day Winter Vol (Mcf)</u>	<u>Max Day Summer Vol (Mcf)</u>	<u>Annual Transport Vol (Mcf)</u>	<u>Monthly Bank Tolerance</u>	<u>Firm Service Daily Vol Supplemental (Mcf)</u>	<u>Firm Service Annual Vol Supplemental (Mcf)</u>		<u>Daily Metering Service</u>
					<u>Standby (Dth)</u>	<u>Standby (Dth)</u>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>PSID#</u>	<u>Area Office#</u>	<u>DIS Meter Read Schedule</u> <u>Unit /Book</u>	<u>SIC Code</u>	<u>TCO MLI</u>	<u>GMB#</u>  <u>M.S.#</u>	<u>POD#</u>	<u>Invoice# :</u> <input type="checkbox"/> Combined <input type="checkbox"/> Separate	<u>Rate Number</u>

Filed Pursuant to PUCO Entry dated November 29, 1994 in Case No. 94-087-GA-AIR

Issued: October 26, 1994

Effective: With Gas Used On and After November 1, 1994

Issued By  
K. J. Shroyer, J. W. Partridge, Vice President

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS

26. GAS TRANSPORTATION SERVICE BILLING ADJUSTMENTS

INTERIM, EMERGENCY AND TEMPORARY

PIP PLAN TARIFF SCHEDULE RIDER

APPLICABLE

To all customers who were sales customers as of June 3, 1994, and any new customer account established after June 3, 1994.

PIP PLAN TARIFF BASE RATE RIDER

A PIP Plan base rate rider of \$ .4004 per Mcf will apply to all tariff volumes of applicable customers.

Filed Pursuant to PUCO Entry dated

Issued:

Effective: With Bills Rendered

Issued By  
J. W. Partridge, Jr., President



RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS

UNCOLLECTIBLE EXPENSE RIDER

APPLICABLE

To all customers served under rate schedules SGTS and GTS.

UNCOLLECTIBLE EXPENSE RIDER

An additional charge of \$.2157 per Mcf shall be applied to all volumes for service rendered under applicable rate schedules to recover cost associated with uncollectible accounts arising from those customers responsible for paying the Uncollectible Expense Rider. Columbia shall file an application with the Public Utilities Commission of Ohio requesting approval to change the rate if the Company determines that an adjustment of more than plus or minus ten percent is needed to adjust for prior period over or under-collections.

Filed Pursuant to PUCO Entry dated

Issued:

Effective: With Bills Rendered

Issued By  
J. W. Partridge, Jr., President

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS

GROSS RECEIPTS TAX RIDER

APPLICABILITY

Applicable to all charges billed by Columbia under rate schedules SGTS, GTS and LGTS, except that this rider shall not be billed to those customers statutorily exempted from the payment of gross receipts taxes.

All bills rendered shall be adjusted to include the effect of the Ohio excise tax on gross receipts on tariff charges at a rate of 4.987%.

Filed Pursuant to PUCO Entry dated

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J. W. Partridge, Jr., President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

**EXCISE TAX RIDER**

**APPLICABILITY**

Applicable to all customers except flexed customers served under Rate Schedules SGTS, GTS and LGTS.

**ALL CUSTOMERS EXCEPT FLEX CUSTOMERS:**

<u>First 100 Mcf per account per month</u>	<u>\$ .1593 per Mcf</u>
<u>Next 1,900 Mcf per account per month</u>	<u>\$ .0877 per Mcf</u>
<u>Over 2,000 Mcf per account per month</u>	<u>\$ .0411 per Mcf</u>

**APPLICABILITY**

Applicable to all customers being flexed served under Rate Schedules SGTS, GTS and LGTS.

**FLEX CUSTOMERS:**

All bills rendered to a flex customer, as defined by Ohio Revised Code 5727.80 (N), shall be adjusted to provide for recovery of this tax at a rate of \$.02 per Mcf on all volumes delivered with a corresponding reduction to the flexed base rate(s) being billed the account.

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**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

**RIDER IRP –  
INFRASTRUCTURE REPLACEMENT PROGRAM RIDER**

**APPLICABILITY**

Applicable to all customer accounts served under rate schedules SGTS, GTS and LGTS.

**DESCRIPTION**

An additional charge per account per month, regardless of gas consumed, to recover costs associated with:

- a) **Riser and Hazardous Customer Service Line Replacement Program** - The replacement of customer-owned Natural Gas Risers identified in the November 24, 2006 Report by the Staff of the Public Utilities Commission of Ohio in Case No. 05-463-GA-COI as prone to failure and the maintenance, repair and replacement of hazardous customer-owned service lines.
- b) **Accelerated Mains Replacement Program** – The replacement of bare steel and cast iron or wrought iron main lines, and associated company and customer-owned metallic service lines.
- c) **Automated Meter Reading Devices Program** – The installation of automated meter reading devices on meters located inside customer's premises.

This Rider shall be calculated annually pursuant to a Notice filed no later than November 30 of each year based on nine months of actual data and three months of estimated data for the calendar year. The filing shall be updated by no later than February 28 of the following year to reflect the use of actual calendar year data. Such adjustments to the Rider will become effective with bills rendered on and after May 1 of each year.

**RATE**

<u>Rate SGTS, Small General Transportation Service</u>	<u>\$0.00 / Month</u>
<u>Rate GTS, General Transportation Service</u>	<u>\$0.00 / Month</u>
<u>Rate LGTS, Large General Transportation Service</u>	<u>\$0.00 / Month</u>

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RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS

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DEMAND SIDE MANAGEMENT RIDER

APPLICABILITY

Applicable to all volumes delivered under the Company's SGTS rate schedule.

DESCRIPTION

An additional charge, for all gas consumed, to recover costs associated with the implementation of comprehensive, cost-effective energy efficiency programs made available to residential and commercial customers.

RATE

All gas consumed per account per month                      \$0.00 / Mcf

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RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS

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INFRASTRUCTURE REPLACEMENT PROGRAM RIDER

APPLICABILITY

Applicable to all Customers served under rate schedules SGTS and GTS.

DESCRIPTION

An additional charge per account per month, regardless of gas consumed, to recover costs associated with: Columbia's Natural Gas Riser testing, inventory and identification process; customer notification and education; the replacement of customer-owned Natural Gas Risers identified in the November 24, 2006 Report by the Staff of the Public Utilities Commission of Ohio in Case No. 05-463-GA-COI as prone to failure; and, the maintenance, repair and replacement of hazardous customer-owned service lines. This Rider shall be calculated annually pursuant to a Notice filed no later than November 30 of each year based on nine months of actual data and three months of estimated data for the calendar year. The filing shall be updated by no later than February 28 of the following year to reflect the use of actual calendar year data. Such adjustments to the Rider will become effective with bills rendered on and after May 1 of each year.

RATE

<u>Rate SGTS, Small General Transportation Service</u>	<u>\$0.31 / Month</u>
<u>Rate GTS, General Transportation Service</u>	<u>\$0.31 / Month</u>

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Columbia Gas of Ohio, Inc.

SECTION VII – COMPETITIVE RETAIL NATURAL GAS SERVICE  
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**SECTION VII**  
**PART 2 - DEFINITIONS OF TERMS**

The following definitions apply only to Section VII of this tariff:

"Account" includes all gas consumption of the same individual, governmental entity, or corporate entity (including subsidiaries and affiliates) that (1) occurs at a single service address; (2) is measured by a master meter; or (3) Columbia treated as single "Account" prior to the effective date of tariff November 1, 2008.

"Aggregation Agreement" is a contract between the Retail Natural Gas Supplier and the Company that specifies the terms and conditions for participation in Columbia's Customer CHOICE<sup>SM</sup> Program that the Retail Natural Gas Supplier must comply with in order to be eligible to participate in Columbia's Customer CHOICE<sup>SM</sup> Program. Also referred to "Full Requirements Aggregation Agreement" and Retail Natural Gas Supplier Aggregation Agreement.

"Aggregation Pool" mean those customers within a Retail Natural Gas Supplier's Customer Group located within the same Columbia Gas Transmission Corporation Market Area.

"Ancillary Service" has the meaning set forth in division (B) of Section 4929.01 of the Ohio Revised Code.

"Applicant" means a person who files an application for certification or certification renewal under Chapter 4901:1-27 of the Ohio Administrative Code.

"Application Form" means a form, approved by the Commission, that an applicant seeking certification or certification renewal as a Retail Natural Gas Supplier or as a Governmental Aggregator shall file with the Commission as set forth in this chapter.

"Billing or Collection Agent" has the meaning set forth in division (I) of Section 4929.01 of the Ohio Revised Code.

"Business Day" means a 24-hour period beginning 12:01 a.m. Eastern Standard time, Monday through Friday, excluding holidays.

"Ccf" means one hundred cubic feet of natural gas.

"Columbia Customer CHOICE<sup>SM</sup> Program" means gas transportation service provided under Columbia's FRSGTS, FRMGTS, FRGTS, FRLGTS and FRCTS rate schedules in combination with Columbia's Full Requirements Aggregation Service set forth in Section ~~XVII~~, Part ~~§13~~ of this tariff.

"Columbia Gas Transmission Market Area" means a geographic area served from a collection of one or more points of delivery from Columbia Gas Transmission Corporation (TCO). Detailed descriptions of the market areas are published on TCO's Electronic Bulletin Board (EBB), as the market areas may be changed from time to time.

"Commercial Customer" is a customer using gas through a single meter in commercial activities, including but not limited to, warehousing, distributing or selling commodities, providing professional services, wholesale and retail stores, offices, office buildings, hotels, clubs, lodges, associations, restaurants, railroad and bus stations, banks,

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laundries, dry cleaners, mortuaries, garages for commercial activity, gasoline stations, theaters, bowling alleys, billiard parlors, motor courts, camps, bars, grills, taverns, retail bakeries, hospitals, schools, churches, religious and charitable institutions, governmental agencies, apartment buildings, rooming and boarding dwellings, residential hotels, multifamily row housing, doubles, duplexes. The combination of commercial and residential accounts will be considered commercial if usage is half or more than half of the total service, and for all other situations where gas is supplied to consumers in two or more dwelling units designed for the primary purposes of residences.

"Commission" means the Public Utilities Commission of Ohio.

"Commodity Sales Service" has the meaning set forth in division (C) of Section 4929.01 of the Ohio Revised Code.

"Company" means Columbia Gas of Ohio, Inc.

"Company's Billing Cycle" means the Company's accounting revenue month.

"Comparable Service" has the meaning set forth in division (D) of Section 4929.01 of the Ohio Revised Code.

"Competitive Retail Natural Gas Service" has the meaning set forth in division (J) of Section 4929.01 of the Ohio Revised Code.

"Constrained Market Area" means a Market Area in which deliveries for Company's Customers are limited by Columbia Gas Transmission Corporation.

"Consumer" has the meaning set forth in division (E) of Section 4929.01 of the Ohio Revised Code.

"Contract" means an agreement between a Customer and Retail Natural Gas Supplier or Governmental Aggregator that specifies the terms and conditions for provision of a Competitive Retail Natural Gas Service.

"Cooperative" means an association organized pursuant and subject to Ohio Cooperative Law, Chapter 1729 of the Ohio Revised Code and any subsequent amendments thereto. The Cooperative itself is the customer to whom Columbia provides transportation service. However, under no circumstances, shall a master metered system as defined in Ohio Revised Code Section 4905.90 (E), or any customers of such system, be deemed a Cooperative under this Tariff.

"Cooperative Construction Coordinator" means person retained on site by Columbia, during construction of facilities by a Cooperative or a contractor selected by a Cooperative, to coordinate and guide the activities associated with natural gas facilities construction in accordance with all applicable requirements.

"Cooperative's Facilities" means the property and facilities constructed and maintained by the Cooperative for delivery of natural gas to its members.

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Columbia Gas of Ohio, Inc.

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**"Cooperative Service Agreement"** means a formal agreement between Columbia and a Cooperative that must be executed prior to the commencement of service that provides for, but not limited to, the identification of the types; size, location and costs of pipe and facilities that must be installed by the Cooperative, any contribution in aid of construction that may be required by Columbia to provide service; the point(s) of delivery; the maximum delivery pressure per hour at the inlet side of the meter to be provided by Columbia; and Columbia's establishment of an opportunity for first refusal rights should downstream facilities be sold.

**"Customer"** means any individual, governmental, or corporate entity taking service hereunder. A Customer may have more than one Account. The Company's service under the applicable rate schedules is provide to a single Account. The term "Customer" also means a consumer as defined in division (E) of Section 4929.01 of the Ohio Revised Code. The term "Customer" also refers to a Cooperative who contracts with or is solicited by a Retail Natural Gas Supplier or Governmental Aggregator for the provision of a Competitive Retail Natural Gas Service.

**"Customer Group"** means a group of customers which consists of either: (1) a minimum of 100 customers; (2) a group of customers with at least 10,000 Mcf of annual throughput that is served by a single Retail Natural Gas Supplier that has executed a Full Requirements Aggregation Service Agreement with the Company; or (3) a Cooperative as defined in Section VII, Part 2, herein.

**"Customer's Billing Cycle"** means the monthly period that occurs between monthly meter readings taken by Company for billing purposes at Customer's facilities.

**"Customer's Facilities"** means the Customer's property, facilities, and buildings where natural gas is being consumed, and Cooperative's facilities as defined herein.

**"Customer Information Agreement"** means a contract between the Company and party requesting the receipt of a listing of customers eligible to participate in the Company's Customer CHOICE<sup>SM</sup> Program that must be executed prior to the Company's release of Eligible Customer lists.

**"Customer's Maximum Daily Quantity"** means Customer's maximum estimated usage during any 24-hour period as determined by Company.

**"Daily Demand"** means Aggregation Pool demand on any day.

**"Day"** means a 24-hour period beginning at 12:01 a.m. Eastern time.

**"Dekatherm" or "Dth"** means one million British thermal units (Btu's).

**"Demand Curve"** means an equation relating the Daily Demand of an Aggregation Pool to such explanatory variables as the daily temperature and the impacts of weekday, weekends and holidays. This equation will include daily temperature as an explanatory variable only during the heating months. Company will utilize a weather service vendor to provide the temperature data, both forecast and actual, and will provide this temperature data to the Retail Natural Gas Suppliers. The projected values of the explanatory variables and the Demand Curve equation together provide the projected Daily Demand of the Aggregation Pool. Company calculates the weighted average temperature for each Columbia Transmission Market Area, based on the temperature for the individual weather stations. The Demand Curve uses this weighted average temperature.

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Columbia Gas of Ohio, Inc.

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**"Deposit"** means a sum of money a Retail Natural Gas Supplier or Governmental Aggregator collects from a Customer as a condition for initiating service.

**"Design Demand"** means Customer demand on a day with Design Temperature.

**"Design Temperature"** means the coldest daily temperature for which Columbia plans capacity and supply.

**"Direct Solicitation"** means face-to-face solicitation of a Customer initiated by a Retail Natural Gas Supplier or Governmental Aggregator at the home of a customer or at a place other than the normal place of business of the Retail Natural Gas Supplier or Governmental Aggregator and includes door-to-door solicitations.

**"Disclosure Statement"** means any communication between a Customer and a Governmental Aggregator including operation and governance plans and opt-out notices.

**"Distribution Service"** has the meaning set forth in division (F) of Section 4929.01 of the Ohio Revised Code.

**"Electronic Flow Control (EFC)"** is an electronic instrument used for natural gas flow correction. A typical EFC is a meter mounted, single run, flow computer with an internal pressure transducer and temperature probe.

**"Eligible Customer"** means a Customer that is eligible to participate in a governmental aggregation in accordance with Sections 4929.26 and 4929.27 of the Ohio Revised Code and does not include any of the following: a person that is a both a Distribution Service Customer and a Mercantile Customer on the date of commencement of service to the Governmental Aggregation, or the person becomes a Distribution Service Customer after the service commencement date and is also a Mercantile Customer; a person that is supplied with commodity sales service pursuant to a contract with a Retail Natural Gas Supplier that is in effect on the effective date of the ordinance or resolution authorizing the aggregation; a person that is supplied with commodity sales service as part of the percentage of income payment plan program; or a Customer that has failed to discharge, or enter into a plan to discharge, all existing arrearages owed to or being billed by a natural gas company from which the person is receiving service.

**"End-Use Customer"** means the final user of gas and regulated delivery services.

**"Expected Demand Costs Rate"** means a component of Columbia's effective GCR rate, calculated and identified in each filing in accordance with Appendix A of Rule 4901:1-14-05 of the Ohio Administrative Code, that provides for recovery of demand costs incurred in the provision of service to sales customers.

**"Flowing Supply"** means gas delivered from sources other than storage, generally via firm or interruptible transportation capacity.

**"Full Requirements Aggregation Agreement"**. See Aggregation Agreement.

**"Gas Day"** means a 24-hour period beginning 9:00 a.m. Central time.

**"GCR"** means gas cost recovery, which is the periodically updated gas cost adjustment determined in accordance with Appendix A of Rule 4901:1-14-05 of the Ohio Administrative Code.

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**SECTION VII  
PART 2 - DEFINITIONS OF TERMS**

**"Governmental Aggregation"** means a Competitive Retail Natural Gas Service program offered by Governmental Aggregator for the purpose of the provision of gas or natural gas to End-Use Customers.

**"Governmental Aggregator"** has the meaning set forth in division (K)(1) of Section 4929.01 of the Ohio Revised Code. For purposes of this tariff, "Governmental Aggregator" specifically excludes a municipal corporation acting exclusively under Section 4 of Article XVIII, Ohio constitution, as an aggregator for the provision of competitive retail natural gas service.

**"Human Needs Customer"** means any service account, including Cooperative member customers, where the use of natural gas is for space heating of a permanent residence or for use by a governmental agency or public service organization that provides emergency or life support services. Human needs customers shall include hospitals, nursing homes, and residential correctional institutions, but shall exclude hotels and motels.

**"Industrial Customer"** means a Customer using gas primarily in a process which either involves the extraction of raw or unfinished materials in another form or product through the application of heat or heat treating, steam agitation, evaporation, baking, extraction, drying, distilling, etc.

**"Mcf"** means one thousand cubic feet of natural gas.

**"McfH"** is the measure of one thousand cubic feet of natural gas per hour.

**"Mercantile Customer"** has the meaning set forth in division (L) of Section 4929.01 of the Ohio Revised Code.

**"Natural Gas Company"** has the meaning set forth in division (G) of Section 4929.01 of the Ohio Revised Code.

**"Operations and Governance Plan"** means a plan adopted by a Governmental Aggregator pursuant to division (C) of Section 4929.26 of the Ohio Revised Code.

**"Opt-In Governmental Aggregator"** means those Governmental Aggregators who perform aggregation pursuant to Section 4929.27 of the Ohio Revised Code.

**"Opt-Off"** means an action by a Customer to remove the Customer and the Customer's associated account information from a Natural Gas Company's Pre-enrollment List.

**"Opt-Out Governmental Aggregator"** means those Governmental Aggregators who perform automatic governmental aggregation pursuant to Section 4929.26 of the Ohio Revised Code.

**"Opt-Out Notice"** means a notice provided to Customers pursuant to Section 4929.26 of the Ohio Revised Code.

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"Person" has the meaning set forth in division (H) of Section 4929.01 of the Ohio Revised Code.

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**SECTION VII  
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**"Points of Receipt"** means those measurement locations where Customer-owned gas is delivered into Company's system.

**"Pre-enrollment List"** means a list of Customers and associated Customer information compiled by a Natural Gas Company pursuant to division (F) of Section 4929.22 of the Ohio Revised Code and as directed by the Commission.

**"PUCO"** means Public Utilities Commission of Ohio.

**"Residential Customer"** means a Customer who contracts for a Competitive Retail Natural Gas Service for Residential purposes.

**"Retail Customer"** means a Person who is the final user of the natural gas and regulated delivery services.

**"Retail Natural Gas Aggregation Service"** means combining the natural gas load of multiple retail Residential Customers, small Commercial Customers or small Industrial Customers for the purpose of purchasing Competitive Retail Natural Gas Service on an aggregated basis.

**"Retail Natural Gas Aggregator"** means a Person who contracts with Customers to combine the Customers' natural gas load for the purposes of purchasing Competitive Retail Natural Gas Service on an aggregated basis.

**"Retail Natural Gas Brokerage Service"** is the assumption of the contractual and legal responsibility for the sale and/or arrangement for the supply of Competitive Retail Natural Gas Service to a Retail Customer in this state without taking title to the natural gas.

**"Retail Natural Gas Broker"** means a Person who provides Retail Natural Gas Brokerage Service.

**"Retail Natural Gas Marketer"** means a Person who provides Retail Natural Gas Marketing Service.

**"Retail Natural Gas Marketing Service"** is the assumption of the contractual and legal responsibility for the sale and provision of Competitive Retail Natural Gas Service to a Retail Natural Gas Service Customer in this state and having title to natural gas at some point during the transaction.

**"Retail Natural Gas Service"** has the meaning set forth in division (M) of Section 4929.01 of the Ohio Revised Code.

**"Retail Natural Gas Supplier"** has the meaning set forth in division (N) of Section 4929.01 of the Ohio Revised Code.

**"Retail Natural Gas Supplier Aggregation Agreement"**. See Aggregation Agreement.

**"Retail Natural Gas Supplier's Receivables"** means an amount due a Retail Natural Gas Supplier.

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"**Slamming Complaint**" means a Customer's allegation that the Customer was switched to or from the Customer's Retail Natural Gas Supplier or Governmental Aggregator without the Customer's authorization.

"**Small Commercial Customer**" means a Commercial Customer *that is not* a Mercantile Customer.

"**Solicitation**" means any communication intended to elicit a Customer's agreement to purchase or contract for a Competitive Retail Natural Gas Service.

"**Staff**" means the Staff of the Public Utilities Commission of Ohio.

"**Technical Support and Assistance**" is defined as support and assistance that may be provided by the Company to a Retail Natural Gas Supplier, Governmental Aggregator, Retail Natural Gas Broker and their Agents in connection with questions raised and research requests by a Retail Natural Gas Supplier, Governmental Aggregator, Retail Natural Gas Broker and their Agents in support of their participation in the Company's Customer CHOICE<sup>SM</sup> Program.

"**Toll-free**" means telephone access provided to a Customer without toll charges to the Customer.

Columbia Gas of Ohio, Inc.

## SECTION VII

PART 4 - RELATIONSHIPS AMONG CUSTOMER CHOICE<sup>SM</sup> PROGRAM PARTICIPANTS4.0 Customer CHOICE<sup>SM</sup> Program Participants

## a) End-use Customer to Company

The End-use Customer purchases delivery services from the Company under the applicable rate schedule. The applicable rate schedules are FRSGTS, FRGTS, and FRLGTS ~~and~~ FRMGTS.

## Cooperative Participants

## 1) Cooperative to Company

The Cooperative itself is the Customer to whom Columbia provides transportation service under rate schedule FRCTS.

## 2) Cooperative to the Cooperative Members

A Cooperative provides gas service to its member customers that are comprised of a natural gas consumer(s) that would be classified as "Residential Customers", "Commercial Customers" or "Industrial Customers" under Columbia's tariff if the Cooperative member customers were Columbia's customers. A Cooperative and its member customers have entered into a private contractual arrangement for natural gas service and in no event will Cooperative's member customers be considered or construed as customers of Columbia.

## c) Retail Natural Gas Supplier to the End-Use Customer

Retail Natural Gas Suppliers may sell gas to an End-use Customer (including Cooperatives) pursuant to contractual arrangements that are not part of the Company's tariffs. The Company is not a party to such sale of natural gas to the Customer taking service from the Retail Natural Gas Supplier and shall not be bound by any term, condition, or provision of agreement for such sale.

Before commencing service hereunder, Retail Natural Gas Suppliers must have fulfilled 100% of the Registration Requirements identified in Section VII, Part 6 of this tariff.

## d) Retail Natural Gas Supplier to Company

Retail Natural Gas Suppliers are not agents of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises representations, acts or omissions.

The Company must approve a Retail Natural Gas Supplier for participation in the Columbia's Customer CHOICE<sup>SM</sup> Program before commencing operations. All Suppliers must complete and sign the Company's Retail Natural Gas Supplier Registration Form to be considered for participation in Columbia's Customer CHOICE<sup>SM</sup> Program.

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Columbia Gas of Ohio, Inc.

## SECTION VII

## PART 5 -RETAIL NATURAL GAS SUPPLIER REQUIREMENTS

this tariff. Such deliveries shall be made at Columbia receipt points within the specific Columbia Gas Transmission Market Area(s), which correlate with each Retail Natural Gas Supplier Aggregation Pool. All Retail Natural Gas Suppliers must make deliveries according to a gas supply Demand Curve developed by the Company for each Aggregation Pool. Retail Natural Gas Suppliers that elect storage assignment must deliver to the city gate each day the volume projected by that Demand Curve, at the actual temperature experienced as provided by Columbia on the day after the Gas Day, unless otherwise directed by Columbia.

## 5.9 Quality of Gas Delivered

Retail Natural Gas Supplier warrants that all gas delivered by or on behalf of the Retail Natural Gas Supplier for its End-use Customers (including Cooperatives) under this tariff shall meet the quality, pressure, heating value and other quality specifications of the applicable Federal Energy Regulatory Commission Gas Tariff of the interstate gas pipeline delivering said gas to the Company.

## 5.10 Title and Warranty

Retail Natural Gas Supplier warrants that it will, at the time of place and delivery, have good right and title to all volumes of gas delivered on its behalf, free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify and hold the Company harmless for all suits, actions, debts, accounts, damages, costs, losses, or expenses including reasonable attorney fees, arising from or out of the adverse claims of any or all persons relating to or arising from said gas.

## 5.11 Unaccounted-For Gas

Retail Natural Gas Supplier agrees to Company's retention of a percentage of all volumes delivered to it for the account of its End-use Customers (including Cooperatives) to offset gas which is unaccounted-for in transporting these volumes. The unaccounted-for percentage to be used by the Company shall be based on Columbia Gas of Ohio, Inc.'s system wide average for the most recent twelve (12) months ending August 31 of each year and placed into effect as soon as practicable following the determination of the percentage.

## 5.12 Timeliness and Due Diligence

Retail Natural Gas Suppliers shall exercise due diligence in meeting their obligations and deadlines under this tariff so as to facilitate the Company's CHOICE® Program.

## 5.13 Communications Requirements

Retail Natural Gas Suppliers must be equipped with communications capabilities necessary to conduct business as a transportation customer and have access to the Company's ~~Electronic Bulletin Board~~ Internet-Based Website.

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## SECTION VII

## PART 6 - RETAIL NATURAL GAS SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

## 6.1 Registration Requirements For Retail Natural Gas Supplier

Each Retail Natural Gas Supplier desiring to participate in the Company's CHOICE® Program (including service provided to Cooperatives under rate schedule FRCTS) must meet all of the following registration and participation requirements:

- a) Provide proof of Commission certification to the Company, if applicable.
- b) Meet the Company's credit requirements as described in Section VII, Part 14, Credit Requirements.
- c) Attend the Company sponsored Retail Natural Gas Supplier Training Program.
- d) Submit a completed applicable Registration Application.
- e) Demonstrate that the proper electronic communications capabilities are operational.
- f) Execute the Company's Retail Natural Gas Supplier Aggregation Agreement.

## 6.2 Registration Requirements For Governmental Aggregator

Each Governmental Aggregator desiring to participate in the Company's CHOICE® Program must meet all of the following registration and participation requirements:

- a) Provide proof of Commission certification to the Company, if applicable.
- b) Submit a completed applicable Registration Application.
- c) Demonstrate that the proper electronic communications capabilities are operational.
- d) ~~Execute the Company's Governmental Aggregator Aggregation Agreement.~~

## 6.3 Registration Process

The Company shall approve or reject the Retail Natural Gas Supplier's Registration Application within ten calendar days of determination of the receipt of the complete registration information. This period may be extended for up to thirty days (30) for good cause shown, or until such time as mutually agreed to by the Retail Natural Gas Supplier and the Company.

The Company will notify the Retail Natural Gas Supplier of an incomplete registration request within thirty (30) calendar days of receipt. This notice shall include a description of the missing or incomplete information.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: ~~January 23, 2007~~

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Issued By  
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

## SECTION VII

## PART 12 - CUSTOMER BILLING AND PAYMENTS

Company's Cycle 21 billings. The Retail Natural Gas Supplier or Governmental Aggregator must review the pre-bill and acknowledge that the rates are correct or must indicate any errors to the Company. All pre-bill confirmations from Retail Natural Gas Suppliers or Governmental Aggregators must be received by the Company two (2) business days before the Company's Cycle 01 billing for the upcoming month. The Retail Natural Gas Supplier's or Governmental Aggregator's failure to notify the Company of approval or of any required changes to the pre-bill within the designated time shall be deemed approval of the pre-bill.

The Retail Natural Gas Supplier or Governmental Aggregator is responsible for making the customer whole if it submits an account on the wrong rate or Aggregation Pool, or fails to provide timely rate information to the Company. The Company may, at its option, make the adjustment for the Retail Natural Gas Supplier or Governmental Aggregator, at an agreed-upon fee.

## 12.4 Consolidated Billing Taxes

Retail Natural Gas Suppliers' or Governmental Aggregators' rates shall exclude all sales taxes. The Company will calculate state and local taxes and add the amount to the gas supply charges.

If the Customer claims to be tax exempt, the Retail Natural Gas Supplier or Governmental Aggregator Customer has the sole and complete responsibility for the collection and provision to Company of all necessary documentation regarding the Customer's tax-exempt status. The Retail Natural Gas Supplier or Governmental Aggregator must notify the Company, through the electronic enrollment process, of the tax-exempt status of the customer. The Company assumes no responsibility or risk for any misapplication of tax-exempt status to any eCustomer. The Retail Natural Gas Supplier, or Governmental Aggregator or Customer shall hold the Company harmless for any assessments, interest, penalties, or risk of any kind whatsoever, related to any misapplication of tax-exempt status to any eCustomer.

## 12.5 Budget Payment Plan

The Company will make its Budget Payment Plan available to customers that elect to participate in Columbia's Customer CHOICE<sup>SM</sup> Program. For the purposes of this rule, full payment of a budget amount due shall not be construed as a partial payment.

For consolidated billing purposes, Budget Payment Plan estimates will be calculated based on the Retail Natural Gas Supplier's or Governmental Aggregators estimated percent of change for the budget payment plan period. Retail Natural Gas Suppliers or Governmental Aggregator's must provide this estimated percent of change for provision of this option. All net payments forwarded to Retail Natural Gas Suppliers or Governmental Aggregators will be based on actual consumption of the customer and the Retail Natural Gas Supplier's or Governmental Aggregator's current month billing rate.

## 12.6 Percentage of Income Payment Plan Service

The Company must bill all Percentage of Income Payment Plan (PIPP) customers.

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J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

## SECTION VII

## PART 13 - FULL REQUIREMENTS AGGREGATION SERVICE

## 13.1 Availability

This service is available to Retail Natural Gas Suppliers delivering gas, on a firm basis, to the Company on behalf of customers receiving transportation service from the Company under Rate Schedules FRSGTS, FRMGTS, FRGTS, FRLGTS and FRCTS. Service hereunder allows Retail Natural Gas Suppliers to enroll customers and deliver to the Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the requirements of customers that have contracted with the Retail Natural Gas Supplier for purposes of participating in Columbia's Customer CHOICE<sup>SM</sup> Program.

## 13.2 Aggregation Pool

Retail Natural Gas Suppliers will be required to establish one or more Aggregation Pools for the purpose of providing service to groups of customers. An Aggregation Pool shall be comprised of those customers within each Retail Natural Gas Supplier's CHOICE<sup>®</sup> Customer Group, located within the same Columbia Gas Transmission Corporation Market Area. Retail Natural Gas Suppliers shall have the option to create multiple Aggregation Pools within a single Market Area, at the Company's discretion.

Retail Natural Gas Suppliers must establish a single Aggregation Pool, within a single Columbia Gas Transmission Corporation Market Area, for the purpose of providing service to a Cooperative. The Aggregation Pool shall be comprised of those Cooperative customers served through the measuring station constructed for provision of service to the Cooperative's customers.

## 13.3 Aggregation Agreement

Before commencing service hereunder, Retail Natural Gas Supplier(s) must have executed a Retail Natural Gas Supplier Aggregation Agreement with the Company. The benefits and obligations of this Aggregation Agreement shall begin when the Company commences to transport gas thereunder. It shall inure to and be binding upon the successors and assigns, survivors and executors or administrators as the case may be, or the original parties thereto, respectively, for the full term thereof. However, no agreement for service may be assigned or transferred without the written consent of or approval of the Company, which shall not be unreasonably withheld.

## 13.4 Requirements for Participation

In order to initiate or continue participation in the Company's Customer CHOICE<sup>SM</sup> Program, Retail Natural Gas Suppliers are required to:

- 1) establish credit levels acceptable to the Company in accordance with Section VII, Part 14 of this tariff.
- 2) comply with the Code of Conduct provisions set forth in Section VII, Part 15 of this tariff.
- 3) comply with all Customer Enrollment requirements set forth in Section VII, Part 7 of this tariff.

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J. W. Partridge, Jr., President

Columbia Gas of Ohio, Inc.

## SECTION VII

### PART 15 - CODE OF CONDUCT

#### 15.1 Code of Conduct

Each Retail Natural Gas Supplier or Governmental Aggregator participating in Columbia's Customer CHOICE<sup>SM</sup> Program shall:

- 1) Communicate to customers, in clear understandable terms, the customers' rights and responsibilities. This communication shall include, at a minimum, the following information.
  - a) The Retail Natural Gas Supplier's or Governmental Aggregator's customer service address and toll-free telephone number.
  - b) A statement describing the Retail Natural Gas Supplier's or Governmental Aggregator's Dispute Resolution Procedures.
  - c) A statement that the Retail Natural Gas Supplier or Governmental Aggregator must provide, to the maximum extent possible, the customer with thirty (30) days written notice prior to discontinuing service.
  - d) Notice that Columbia's Customer CHOICE<sup>SM</sup> Program is subject to ongoing Commission jurisdiction.
- 2) Provide in writing to customers pricing and payment terms that are clear and understandable in compliance with rule 4901:1-29-11(8) of the Ohio Administrative Code.
- 3) Refrain from engaging in communications or practices with customers that are fraudulent, deceptive, or misleading.
- 4) Deliver gas to Company on a firm basis, on behalf of the Retail Natural Gas Supplier's participating customers in accordance with the requirements of the Aggregation Agreement.

If a Retail Natural Gas Supplier fails to deliver gas in accordance with its aggregation customers' full service requirements for natural gas, Company shall supply natural gas temporarily to the affected aggregation customers, and shall bill Retail Natural Gas Supplier the higher of either:

- a) the fair market price for that period, or
- b) the highest incremental cost of gas for that period that actually was paid by Company, including transportation and all other applicable charges.

In the event Retail Natural Gas Supplier over-delivers to its Aggregation Pool(s), the Company shall purchase the volumes over-delivered by the Retail Natural Gas Supplier at a gas cost equal to the lowest per Dth price paid by Company on the day(s) of over-delivery, and such over-delivered volumes cause Company to incur penalties from a pipeline, or other costs associated with such excess supplies. In addition, the Retail Natural Gas Supplier shall reimburse Company for the Retail Natural Gas Supplier's pro rata share of all other penalty charges incurred by Company on the day(s) of over-delivery, such penalties and costs.

- 5) The Retail Natural Gas Suppliers must undergo a credit evaluation, at their expense, to assure that the Retail Natural Gas Supplier is sufficiently credit-worthy to protect against damages resulting from any

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J. W. Partridge Jr., President

**Columbia Gas of Ohio, Inc.**

failure to deliver gas in accordance with the requirements of the Columbia's Customer CHOICE<sup>SM</sup> Program, and to assure payment of any PUCO-approved charges for any such failure.

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J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

**SECTION VII**  
**PART 23 - RECONCILIATION OF CONSUMPTION AND SUPPLIER DELIVERIES**

**23.1 Annual Reconciliation of Imbalances**

Columbia will reconcile imbalances on an annual basis as of July 31<sup>st</sup> for each Retail Natural Gas Supplier, through determination of the difference between: (1) the Retail Natural Gas Supplier's deliveries for the twelve-month period ended July 31<sup>st</sup> for each of its Aggregation Pools and (2) the total actual consumption of the Retail Natural Gas Supplier's Aggregation Pools, including any adjustments applicable to the annual period ended July 31<sup>st</sup>.

Imbalances will be eliminated through payment from Columbia to Retail Natural Gas Suppliers for excess deliveries and through payment from Retail Natural Gas Suppliers to Columbia for under-deliveries. At the Retail Natural Gas Supplier's option, the price per Dth of such payments shall be equal to either: (1) the average price for the twelve-month period ended July reported in *Platts Inside FERC's Gas Market Report* in the monthly report titled "Prices of spot gas delivered to pipelines", under the column heading "Index" for Columbia Gas Transmission Corp. Appalachia, adjusted for FTS Retainage, FTS commodity, and gross receipts taxes as calculated herein, or (2) the price reported in *Platts Inside FERC's Gas Market Report* for month of September that occurs subsequent to the end of the annual reconciliation period, in the monthly report titled "prices of spot gas delivered to pipelines", under the column heading "Index" for Columbia Gas Transmission Corp., Appalachia, adjusted for FTS Shrinkage, FTS commodity and gross receipts taxes. For any month for which the price is not available for the first day, the price for the most recent preceding month will be used. Marketers must elect one of the two price options at the time the Marketer contracts with Columbia for Aggregation Service. The Retail Natural Gas Supplier may change the option that it has selected once annually effective October 1st of each calendar year. If the Retail Natural Gas Supplier does not change its option as permitted herein, then the latest option selected by the Retail Natural Gas Supplier shall apply. -The formulas used in determination of the above-referenced rates are as follows:

Option (1) - Price per Dth Paid to Columbia =  $\{(\text{Sum of Index Prices For 12-Months}/12) / (1 - \text{FTS Shrinkage Rate}) + \text{FTS Commodity Charge}\} * (1 + \text{Gross Receipts Tax Rate})$

Option (1) - Price per Dth Paid by Columbia =  $\{(\text{Sum of Index Prices For 12-Months}/12) / (1 - \text{FTS Shrinkage Rate}) + \text{FTS Commodity Charge}\}$

Option (2) - Price per Dth Paid to Columbia =  $\{(\text{September Index}) / (1 - \text{FTS Shrinkage Rate}) + \text{FTS Commodity Charge}\} * (1 + \text{Gross Receipts Tax Rate})$

Option (2) - Price per Dth Paid by Columbia =  $\{(\text{September Index}) / (1 - \text{FTS Shrinkage Rate}) + \text{FTS Commodity Charge}\}$

Filed Pursuant to PUCO Entry dated March 11, 2004, Entry on Rehearing dated May 5, 2004 and Entry dated August 25, 2004 in Case Nos. 94-987 GA AIR, 96-1113 GA ATA, 98-222 GA GCR, 03-1459 GA ATA and Entry dated July 6, 1999 in Case No. 89-500 AU TRP.

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Issued By  
 J. W. Partridge Jr., President

SECTION VII

PART 25 - FULL REQUIREMENTS SMALL GENERAL TRANSPORTATION SERVICE (FRSGTS)

25.1 Applicability

Applicable throughout the territory served by Company with exception of those formerly served by the Murphy Gas Company.

25.2 Availability Requirements for Service

Available to any customer that meets the following requirements:

- a) The customer has discharged, or entered into a plan to discharge, all existing arrearages owed the Company;
- b) The customer must be part of a Customer Group, which consists of either: (1) a minimum of 100 customers; or (2) a group of customers with at least 10,000 Mcf of annual throughput. The Customer Group must be served by a single Retail Natural Gas Supplier; and the Retail Natural Gas Supplier must have executed a Full Requirements Aggregation Agreement with Company;
- c) The Retail Natural Gas Supplier must have acquired, or agreed to acquire, an adequate supply of natural gas of a quality acceptable to Company, including allowances for: (1) retention required by applicable upstream transporters; and (2) lost and unaccounted-for gas to be retained by Company. The Retail Natural Gas Supplier must have made, or have caused to be made, arrangements by which gas supply can be transported on a firm basis directly to specified Market Areas on Company's distribution system; and
- ~~d) The customer consumes less than 300 Mcf per year between September 1 and August 31. Annual consumption for customers served hereunder will be reviewed each August 31<sup>st</sup>; and,~~
- ed) The Customer makes a security deposit with Company for Company's service and delivery charges, in an amount determined in accordance with Section 4901:1-17 of the Ohio Administrative Code, where the customer has previously participated in the Customer CHOICE<sup>SM</sup> Program and has been terminated from participation in the program for non-payment, and Company issues a bill for its service and delivery charges or Company issues the total bill for such Customer's Retail Natural Gas Supplier.

25.3 Transfer of Service

Without limiting any rights or remedies of a Retail Natural Gas Supplier, customers may leave a Retail Natural Gas Supplier's Customer Group and join any other Customer Group upon assessment of a \$5.00 switching fee to the succeeding Retail Natural Gas Supplier by the Company, or revert to sales service from Company for which there will be no switching fee.



SECTION VII

PART 25 - FULL REQUIREMENTS SMALL GENERAL TRANSPORTATION SERVICE (FRSGTS)

25.8 Billing Adjustments

For all gas delivered hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VII, Part 29 of this tariff:

- 1) Interim Emergency and Temporary PIP Plan Tariff Schedule Rider;
- 2) Gross Receipts Tax Rider;
- 3) Excise Tax Rider;
- 4) CHOICE<sup>SM</sup> Program Sharing Credit;
- 5) Uncollectible Expense Rider;
- 6) Infrastructure Replacement Program Rider; and
- 7) Demand Side Management Rider.

25.9 Late Payment Charge

Upon next scheduled billing date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the Customer's total obligation.

This provision is not applicable to unpaid account balances of Customers enrolled in payment plans pursuant to Section 4901:1-18-04 of the Ohio Administrative Code.

Filed Pursuant to PUCO Entries dated

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Issued By  
J. W. Partridge, Jr., President

Columbia Gas of Ohio, Inc.

## SECTION VII

~~PART 26~~ FULL REQUIREMENTS MURPHY GENERAL TRANSPORTATION SERVICE  
(FRMCTS)~~26.1~~ Applicability

Applicable in all territories formerly served by Murphy Gas Company.

~~26.2~~ Availability

Available to any Customer formerly served by Murphy Gas Company that meets the following requirements:

- a) ~~The Customer has discharged, or entered into a plan to discharge, all existing arrearages owed the Company;~~
- b) ~~The Customer must be part of a Customer Group, which consists of either: (1) a minimum of 100 Customers; or (2) a group of Customers with at least 10,000 Mcf of annual throughput. The Customer Group must be served by a single Retail Natural Gas Supplier; and the Retail Natural Gas Supplier must have executed a Full Requirements Aggregation Agreement with Company;~~
- c) ~~The Retail Natural Gas Supplier must have acquired, or agreed to acquire, an adequate supply of natural gas of a quality acceptable to Company, including allowances for: (1) retention required by applicable upstream transporters; and (2) lost and unaccounted for gas to be retained by Company. The Retail Natural Gas Supplier must have made, or have caused to be made, arrangements by which gas supply can be transported directly on a firm basis to specified Columbia Gas Transmission Market Areas on Company's distribution system;~~
- d) ~~The Customer makes a security deposit with Company for Company's service and delivery charges, in an amount determined in accordance with Section 4901.1-17 of the Ohio Administrative Code, where the customer has previously participated in the Customer CHOICE<sup>SM</sup> Program and has been terminated from participation in the program for non payment, and Company issues a bill for its service and delivery charges or Company issues the total bill for such Customer's Retail Natural Gas Supplier;~~

~~26.3~~ Transfer of Service

~~Without limiting any rights or remedies of a Retail Natural Gas Supplier, customers may leave a Retail Natural Gas Supplier's Customer Group and join any other Customer Group upon assessment of a \$5.00 switching fee to the succeeding Retail Natural Gas Supplier by Company, or revert to sales service from Company for which there will be no switching fee.~~

~~26.4~~ Character of Service

Service provided under this schedule shall be considered firm service.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and January 5, 2005 in Case No. 04-1631 GA UNC.

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J. W. Partridge Jr., President

~~First~~Second Revised Sheet No. 26  
Cancels  
~~Original~~First Revised Sheet No. 26  
Section VII  
Page 1 of 2

Columbia Gas of Ohio, Inc.

THIS SHEET IS RESERVED FOR FUTURE USE

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Columbia Gas of Ohio, Inc.

SECTION VII

~~PART 26 - FULL REQUIREMENTS MURPHY GENERAL TRANSPORTATION SERVICE (FRMCTS)~~

~~26.5 - Delivery Charge~~

~~The maximum rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed are:~~

- ~~1) All gas delivered per account per month \$0.5941 per Mcf~~
- ~~2) A Customer charge of \$3.25 per account per month~~

~~The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.~~

~~26.6 - Billing Adjustments~~

~~For all gas delivered hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in this tariff:~~

- ~~1) Interim Emergency and Temporary PIP Plan Tariff Schedule Rider;~~
- ~~2) Excise Tax Rider;~~
- ~~3) Competitive Retail Natural Gas Surecredit Rider;~~
- ~~4) CHOICE® Program Sharing Credit;~~
- ~~5) Uncollectible Expense Rider; And~~
- ~~6) Infrastructure Replacement Program Rider.~~

~~26.7 - Late Payment Charge~~

~~Upon next scheduled billing date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the Customer's total obligation.~~

~~This provision is not applicable to (1) unpaid account balances of Customers enrolled in payment plans pursuant to Section 4901:1-18-04 of the Ohio Administrative Code, or (2) unpaid account balances of less than \$2,000.~~

**THIS SHEET IS RESERVED FOR FUTURE USE**

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500 AU-TRF and June 4, 2008 in Case Nos. 07-478 GA-UNC and 07-237 GA-AAM.

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J. W. Partridge, Jr., President

## SECTION VII

## PART 27 - FULL REQUIREMENTS GENERAL TRANSPORTATION SERVICE (FRGTS)

## 27.1 Applicability

Applicable throughout the territory served by Company with exception of those formerly served by the Murphy Gas Company.

27.2 ~~Availability~~Requirements for Service

Available to any Customer that meets the following requirements:

- a) The Customer has discharged, or entered into a plan to discharge, all existing arrearages owed the Company;
- b) The Customer must be part of a Customer Group, which consists of either: (1) a minimum of 100 Customers; or (2) a group of Customers with at least 10,000 Mcf of annual throughput. The Customer Group must be served by a single Retail Natural Gas Supplier that has executed a Full Requirements Aggregation Agreement with the Company;
- c) The Retail Natural Gas Supplier must have acquired, or agreed to acquire, an adequate supply of natural gas of a quality acceptable to Company, including allowances for: (1) retention required by applicable upstream transporters; and (2) unaccounted-for gas to be retained by Company. The Retail Natural Gas Supplier must have made, or have caused to be made, arrangements by which gas supply can be transported on a firm basis directly to specified Company Gas Transmission Market Areas on Company's distribution system; and,
- d) ~~The Customer consumes at least 300 Mcf, but less than 2,000 Mcf per year between September 1 and August 31, or the Customer is a Human Needs Customer that consumes at least 300 Mcf per year and is not otherwise eligible for service under rate schedule FRLGTS. Annual consumption for Customers served hereunder will be reviewed each August 31<sup>st</sup>; and,~~
- ed) The Customer makes a security deposit with Company for Company's service and delivery charges, in an amount determined in accordance with Section 4901:1-17 of the Ohio Administrative Code, where the customer has previously participated in the Customer CHOICE<sup>SM</sup> Program and has been terminated from participation in the program for non-payment, and Company issues a bill for its service and delivery charges or Company issues the total bill for such Customer's Retail Natural Gas Supplier.

## 27.3 Transfer of Service

Without limiting any rights or remedies of a Retail Natural Gas Supplier, Customers may leave a Retail Natural Gas Supplier's Customer Group and join any other Customer Group upon assessment of a \$5.00 switching fee to the succeeding Retail Natural Gas Supplier by Company, or revert to sales service from Company for which there will be no switching fee.

## 27.4 Character of Service

Service provided under this schedule shall be considered firm service.

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J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

## SECTION VII

## PART 27 - FULL REQUIREMENTS GENERAL TRANSPORTATION SERVICE (FRGTS)

27.5 Full Requirements General Transportation Service Delivery ChargeAvailability

Available to all customers provided the Customer consumes at least 300 Mcf, but less than 2,000 Mcf per year between September 1 and August 31, or the Customer is a Human Needs Customer that consumes at least 300 Mcf per year and is not otherwise eligible for service under rate schedule FRLGTS. Annual consumption for Customers served hereunder will be reviewed each August 31<sup>st</sup>.

Company will charge the following maximum rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed:

- 1) First 25 Mcf per account per month \$1.36071.7183 per Mcf
- 2) Next 75 Mcf per account per month \$1.3000 per Mcf
- 23) Over 25100 Mcf per account per month \$1.03252784 per Mcf
- 34) A Customer charge of \$16.5022.50 per account per month, regardless of gas consumed.

The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

27.6 Full Requirements General Schools Transportation Service Delivery ChargeAvailability

Available to all primary and secondary school customer accounts provided the Customer consumes at least 300 Mcf, but less than 2,000 Mcf per year between September 1 and August 31, or the Customer is a Human Needs Customer that consumes at least 300 Mcf per year and is not otherwise eligible for service under rate schedule FRLGTS. Annual consumption for Customers served hereunder will be reviewed each August 31<sup>st</sup>.

Company will charge the following maximum rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed:

- 1) First 25 Mcf per account per month \$1.6324 per Mcf
- 2) Next 75 Mcf per account per month \$1.2350 per Mcf
- 3) Over 100 Mcf per account per month \$0.9809 per Mcf
- 4) A Customer charge of \$21.37 per account per month, regardless of gas consumed.

The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

27.6 Billing Adjustments

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J. W. Partridge, Jr., President

Columbia Gas of Ohio, Inc.

~~For all gas delivered hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in this tariff:~~

- ~~1) Interim Emergency and Temporary PIP Plan Tariff Schedule Rider;~~
- ~~2) General Service Temporary Base Rate Revenue Rider;~~
- ~~3) Excise Tax Rider;~~
- ~~4) Competitive Retail Natural Gas Surecredit Rider;~~
- ~~5) CHOICE® Program Sharing Credit;~~
- ~~6) Uncollectible Expense Rider; and~~
- ~~7) Infrastructure Replacement Rider.~~

**27.7 Late Payment Charge**

~~Upon next scheduled billing date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the Customer's total obligation.~~

~~This provision is not applicable to (1) unpaid account balances of Customers enrolled in payment plans pursuant to Section 4901:1-18-04 of the Ohio Administrative Code, or (2) unpaid account balances of less than \$2,000.~~

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and June 4, 2008 in Case Nos. 07-478-GA-UNC and 07-237-GA-AAM.

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Columbia Gas of Ohio, Inc.

SECTION VII

PART 27 - FULL REQUIREMENTS GENERAL TRANSPORTATION SERVICE (FRGTS)

27.7 Billing Adjustments

For all gas delivered hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VII, Part 29 of this tariff.

- 1) Interim Emergency and Temporary PIP Plan Tariff Schedule Rider;
- 2) Gross Receipts Tax Rider;
- 3) Excise Tax Rider;
- 4) CHOICE<sup>SM</sup> Program Sharing Credit;
- 5) Uncollectible Expense Rider; and
- 6) Infrastructure Replacement Program Rider.

27.8 Late Payment Charge

Upon next scheduled billing date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the Customer's total obligation.

This provision is not applicable to unpaid account balances of Customers enrolled in payment plans pursuant to Section 4901:1-18-04 of the Ohio Administrative Code.

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## SECTION VII

## PART 28 - FULL REQUIREMENTS LARGE GENERAL TRANSPORTATION SERVICE (FRLGTS)

## 28.1 Applicability

Applicable throughout the territory served by Company ~~with exception of those formerly served by the Murphy Gas Company.~~

## 28.2 Availability

Available to any Customer that meets the following requirements:

- a) The Customer has discharged or entered into a plan to discharge, all existing arrearages owed the Company;
- b) The Customer must be part of a Customer Group, which consists of either: (1) a minimum of 100 Customers; or (2) a group of Customers with at least 10,000 Mcf of annual throughput. The Customer Group must be served by a single Retail Natural Gas Supplier that has executed a Full Requirements Aggregation Agreement with the Company;
- c) The Retail Natural Gas Supplier must have acquired, or agreed to acquire, an adequate supply of natural gas of a quality acceptable to Company, including allowances for: (1) retention required by applicable upstream transporters; and (2) unaccounted-for gas to be retained by Company. The Retail Natural Gas Supplier must have made, or have caused to be made, arrangements by which gas supply can be transported on a firm basis directly to specified Market Areas on the Company's distribution system;
- d) Customer is a Human Needs Customer, and Customer's consumption during one of the two most recent Annual Periods (November through October billing cycles) was a least 18,000 Mcf, or Customer presents evidence demonstrating to the Company's satisfaction that it will consume at least 18,000 Mcf per year during future annual periods. In addition, at least 50% of Customer's annual consumption must be consumed in the seven billing months of April through October;
- e) Company, may at its option, waive the requirement that 50% of the annual consumption occur during the seven months of April through October where such waiver is necessary in order to serve a load which would not otherwise be served by Company, provided that at least 30% of Customer's annual consumption occurs during the months of April through October;
- f) In the event Customer no longer qualifies for service hereunder, Company may, ~~upon thirty (30) days notice,~~ terminate service hereunder and commence service under its Full Requirements Small General Transportation Service or Full Requirements General Transportation Service schedule; and,
- g) The Customer makes a security deposit with Company for Company's service and delivery charges, in an amount determined in accordance Section 4901:1-17 of the with Ohio Administrative Code, where the customer has previously participated in the Customer CHOICE<sup>SM</sup> Program and has been terminated from participation in the program for non-payment, and Company issues a bill for its service and delivery charges or Company issues the total bill for such Customer's Retail Natural Gas Supplier.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 5, 2005 in Case No. 04-1631-GA-UNC.

Columbia Gas of Ohio, Inc.

## SECTION VII

## PART 28 - FULL REQUIREMENTS LARGE GENERAL TRANSPORTATION SERVICE (FRLGTS)

## 28.3 Transfer of Service

Without limiting any rights or remedies of a Retail Natural Gas Supplier, customers may leave a Retail Natural Gas Supplier's Customer Group and join any other Customer Group upon assessment of a \$5.00 switching fee to the succeeding Retail Natural Gas Supplier by Company, or revert to sales service from Company for which there will be no switching fee.

## 28.4 Character of Service

Service provided under this schedule shall be considered firm service.

## 28.5 Delivery Service

The Company shall charge the following rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed:

1) First 2,000 Mcf per account per month	\$ <del>4614.41</del> <u>10</u> per Mcf
2) Next 13,000 Mcf per account per month	\$ <del>2813.25</del> <u>20</u> per Mcf
3) Next 85,000 Mcf per account per month	\$ <del>2513.22</del> <u>00</u> per Mcf
4) Over 100,000 Mcf per account per month	\$ <del>1913.17</del> <u>40</u> per Mcf

28.6 ~~Minimum Monthly Charge~~ Customer Charge

~~If Customer fails to take delivery of 1,500 Mcf in any month, the Customer will be charged for 1,500 Mcf at the Company's total billing rate. A 'Customer Charge' of \$595.00 per Account per month, regardless of gas consumed.~~

## 28.7 Billing Adjustments

For all gas delivered hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VII, Part 29 of this tariff.

- 1) Interim Emergency and Temporary PIP Plan Tariff Schedule Rider;
- 2) ~~Large General Service Temporary Base Rate Revenue Rider;~~
- 2) Gross Receipts Tax Rider;
- 3) Excise Tax Rider;
- 4) ~~Competitive Retail Natural Gas Surcredit Rider;~~ and
- ~~5) CHOICE<sup>SM</sup> Program Sharing Credit; and~~
- 5) Infrastructure Replacement Program Rider.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRE and May 9, 2007 in Case No. 07-496-GA-ATA.

Issued: ~~May 10, 2007~~

Effective: With bills rendered on and after May 31, 2007

Issued By  
J. W. Partridge, Jr., President

**Columbia Gas of Ohio, Inc.**

**SECTION VII**

**PART 28 - FULL REQUIREMENTS LARGE GENERAL TRANSPORTATION SERVICE (FRLGTS)**

**28.8 Late Payment Charge**

Upon next scheduled billing date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the Customer's total obligation.

This provision is not applicable to ~~(1) unpaid account balances of Customers enrolled in payment plans pursuant to Section 4901:1-18-04 of the Ohio Administrative Code, or (2) unpaid account balances of less than \$2,000.~~

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU TRF and January 12, 2005 in Case No. 04-1579-GA-ATA.

Issued: January 14, 2005

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Issued By  
J. W. Partridge, Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII  
PART 29 - BILLING ADJUSTMENTS

INTERIM, EMERGENCY AND TEMPORARY  
PIP PLAN TARIFF SCHEDULE RIDER

29.1 Applicability

To all volumes delivered under rate schedules FRSGTS, ~~FRMGTS~~, FRGTS and FRLGTS.

29.2 Rate

A PIP Plan base rate rider of \$ 0.04004 per ~~CMcf~~ will apply to all tariff volumes of applicable customers.

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500 AU-TRF and June 4, 2008 in Case Nos. 07-478 GA-UNC and 07-237 GA-AAM.

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Issued By  
J. W. Partridge, Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII  
PART 29 - BILLING ADJUSTMENTS

~~SMALL GENERAL SERVICE TEMPORARY BASE RATE REVENUE RIDER~~

~~29.3 — Applicability~~

~~Applicable to all customers delivered under the Company's Full Requirements Small General Transportation Service schedule.~~

~~29.4 — Temporary Base Rate Revenue Rider Rate~~

~~All gas consumed per account per month \$.0063 per Mcf.~~

RIDER IRP –  
INFRASTRUCTURE REPLACEMENT PROGRAM RIDER

29.3 APPLICABILITY

Applicable to all customer accounts served under rate schedules FRSGTS, FRGTS and FRLGTS.

29.4 DESCRIPTION

An additional charge per account per month, regardless of gas consumed, to recover costs associated with:

- a) **Riser and Hazardous Customer Service Line Replacement Program** - The replacement of customer-owned Natural Gas Risers identified in the November 24, 2006 Report by the Staff of the Public Utilities Commission of Ohio in Case No. 05-463-GA-COI as prone to failure and the maintenance, repair and replacement of hazardous customer-owned service lines.
- b) **Accelerated Mains Replacement Program** – The replacement of bare steel and cast iron or wrought iron main lines, and associated company and customer-owned metallic service lines.
- c) **Automated Meter Reading Devices Program** – The installation of automated meter reading devices on meters located inside customer's premises.

This Rider shall be calculated annually pursuant to a Notice filed no later than November 30 of each year based on nine months of actual data and three months of estimated data for the calendar year. The filing shall be updated by no later than February 28 of the following year to reflect the use of actual calendar year data. Such adjustments to the Rider will become effective with bills rendered on and after May 1 of each year.

29.5 RATE

Rate FRSGTS, Firm Requirements Small General Transportation Service \$0.00 / Month

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and June 1, 2008 in Case Nos. 07-478-GA-UNC and 07-237-GA-AAM.

Rate FRGTS, Firm Requirements General Transportation Service	\$0.00 / Month
Rate FRLGTS, Firm Requirements Large General Transportation Service	\$0.00 / Month

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1980 in Case No. 80-500 AU TRF and June 4, 2008 in Case Nos. 07-178 GA LNC and 07-237 GA AAM.

Issued: ~~June 30, 2008~~

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J. W. Partridge, Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII  
PART 29 - BILLING ADJUSTMENTS

~~GENERAL SERVICE TEMPORARY BASE RATE REVENUE RIDER~~

~~29.5 Applicability~~

~~Applicable to all volumes delivered under the Company's Full Requirements General Transportation Service schedule.~~

~~29.6 Temporary Base Rate Revenue Rider~~

~~All gas consumed per account per month \$.0058 per Mcf.~~

DEMAND SIDE MANAGEMENT RIDER

29.6 APPLICABILITY

Applicable to all volumes delivered under the Company's Full Requirements Small General Transportation Service schedule.

29.7 DESCRIPTION

An additional charge, for all gas consumed, to recover costs associated with the implementation of comprehensive, cost-effective energy efficiency programs made available to residential and commercial customers.

29.8 RATE

All gas consumed per account per month \$0.00 / Mcf

Columbia Gas of Ohio, Inc.

SECTION VII  
PART 29 - BILLING ADJUSTMENTS

~~LARGE GENERAL SERVICE TEMPORARY BASE RATE REVENUE RIDER~~

~~29.7 Applicability~~

~~Applicable to all volumes delivered under the Fixed Delivery Charge provision of the Company's Full Requirements Large General Transportation Service schedule.~~

~~29.8 Temporary Base Rate Revenue Rider Rate~~

~~All gas consumed per account per month \$.010 per Mcf.~~

GROSS RECEIPTS TAX RIDER

29.9 APPLICABILITY

Applicable to all charges billed by Columbia under rate schedules FRSGTS, FRGTS, FRLGTS and FRCTS, except that this rider shall not be billed to those customers statutorily exempted from the payment of gross receipts taxes.

29.10 RATE

All bills rendered shall be adjusted to include the effect of the Ohio excise tax on gross receipts on tariff charges at a rate of 4.987%.



Columbia Gas of Ohio, Inc.

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SECTION VII  
PART 29 - BILLING ADJUSTMENTS

EXCISE TAX RIDER

29.11 Applicability

Applicable to all customers except flexed customers served under Rate Schedules FRS~~GTS~~, FRGTS, ~~FRMGTS~~ and FRLGTS and FRCTS.

29.12 Rates

First 100 Mcf per account per month	\$ .1593 per Mcf
Next 1900 Mcf per account per month	\$ .0877 per Mcf
Over 2000 Mcf per account per month	\$ .0411 per Mcf

29.13 Applicability

Applicable to all customers being flexed served under Rate Schedules FRS~~GTS~~, FRGTS, ~~FRMGTS~~ and FRLGTS and FRCTS.

29.14 Rates

All bills rendered to a flex customer, as defined by 5727.80 (N) of the Ohio Revised Code, shall be adjusted to provide for recovery of this tax at a rate of \$.02 per Mcf on all volumes delivered with a corresponding reduction to the flexed base rate(s) being billed the account.

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500 AU TRF and June 4, 2008 in Case Nos. 07-478 GA-UNC and 07-237 GA-AAM.

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J. W. Partridge, Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII

PART 29 - BILLING ADJUSTMENTS

CHOICE<sup>SM</sup> PROGRAM SHARING CREDIT

29.15 **APPLICABILITY**

Applicable to all Customers served under rate schedules FRSGTS, FRGTS, ~~FRMGTS~~ and FRLGTS.

29.16 **DESCRIPTION**

Credit per Mcf for the sharing of off-system sales and capacity release revenues, to the extent Columbia is required to share such revenues with Customers pursuant to an order or entry of the Public Utilities Commission of Ohio. This credit reflects the pass back of revenues in accordance with the terms of the Joint Stipulation and Recommendation filed by the parties in Case No. 96-113-GA-ATA; Case No. 04-221-GA-GCR; and Case No. 05-221-GA-GCR. This credit shall be calculated on the basis of annual consumption and remain in effect until all amounts deferred by Columbia have been flowed through to customers.

29.17 **RATE**

All gas consumed per account per month

Credit Per Mcf  
\$0.3415

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and June 4, 2008 in Case Nos. 07-478-GA-UNC and 07-237-GA-AAM.

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Columbia Gas of Ohio, Inc.

**SECTION VII**  
**PART 29 - BILLING ADJUSTMENTS**  
**UNCOLLECTIBLE EXPENSE RIDER**

29.18 Applicability

To all customers served under rate schedules ~~FRSGTS~~and ~~FRGTS~~ and ~~FRMGTS~~.

29.19 UNCOLLECTIBLE EXPENSE RIDER

An additional charge of \$.~~2265~~2157 per Mcf shall be applied to all volumes for service rendered under applicable rate schedules to recover cost associated with uncollectible accounts arising from those customers responsible for paying the Uncollectible Expense Rider. Columbia shall file an application with the Public Utilities Commission of Ohio requesting approval to change the rate if the Company determines that an adjustment of more than plus or minus ten percent is needed to adjust for prior period over or under-collections.

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500 AU-TRE and June 4, 2008 in Case Nos. 07-478 GA-LNC and 07-237 GA-AAM.

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J. W. Partridge, Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII  
PART 29 - BILLING ADJUSTMENTS

~~COMPETITIVE RETAIL NATURAL GAS SURCREDIT RIDER~~

~~29.18~~Applicability

~~To all customers served under rate schedules FRSCTS, FRGTS, FRMGTS and FRLCTS.~~

~~29.19~~RATE

~~(\$.005837) per Mcf for all volumes delivered during the billing month.~~

THIS SHEET IS RESERVED FOR FUTURE USE

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500 AU TRF and June 4, 2008 in Case Nos. 07-478 GA-UNC and 07-237 GA-AAM.

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J. W. Partridge, Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII  
PART 29 – BILLING ADJUSTMENTS

INFRASTRUCTURE REPLACEMENT PROGRAM RIDER

## 29.22 Applicability

To all customers service under rate schedules ~~FRSGTS, and FRGTS and FRMGTS.~~

## 29.23 Infrastructure Replacement Program Rider

An additional charge per account per month, regardless of gas consumed, to recover costs associated with: Columbia's Natural Gas Riser testing, inventory and identification process; customer notification and education; ~~the replacement of customer-owned Natural Gas Risers identified in the November 24, 2006~~ Report by the Staff of the Public Utilities Commission of Ohio in Case No. 05-463-GA-COI as prone to failure; and, the maintenance, repair and replacement of hazardous customer-owned service lines. This Rider shall be calculated annually pursuant to a Notice filed no later than November 30 of each year based on nine months of actual data and three months of estimated data for the calendar year. The filing shall be updated by no later than February 28 of the following year to reflect the use of actual calendar year data. Such adjustments to the Rider will become effective with bills rendered on and after May 1 of each year.

## 29.24 Rate

Rate FRSGTS, Firm Requirements Small General Transportation Service	\$0.31 / Month
Rate FRGTS, Firm Requirements General Transportation Service	\$0.31 / Month
<del>Rate FRMGTS, Firm Requirements Murphy General Transportation Service</del>	<del>\$0.31 / Month</del>

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and June 4, 2008 in Case Nos. 07-478-GA-UNC and 07-237-GA-AAM.

Issued: ~~June 30, 2008~~Effective: ~~June 30, 2008~~

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J.W. Partridge, Jr., President

Columbia Gas of Ohio, Inc.

**SECTION VII**  
**PART 30 - ANCILLARY SERVICE RATES**

**NON-TEMPERATURE BALANCING SERVICE**

**30.1 Applicability**

Applicable to all volumes transported by Retail Natural Gas Suppliers, where said volumes meet the following conditions:

- 1) volumes are delivered under rate schedules FRSGTS, FRGTS, or FRLGTS ~~or~~ FRMGTS; and
- 2) volumes are delivered to a Customer who is a member of an Full Requirements Aggregation Pool for which the Retail Natural Gas Supplier has elected assignment of minimum storage requirements to provide temperature balancing under Section VII, Part 18 of this tariff.

**30.2 Rate**

\$0.2547 per Mcf for all volumes delivered to the Retail Natural Gas Supplier's Aggregation Pool during the billing month.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and April 29, 2004 in Case No. 02-2903 GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By  
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII  
PART 30 - ANCILLARY SERVICE RATES

FULL BALANCING SERVICE

30.3 Applicability

Applicable to all volumes transported by Retail Natural Gas Suppliers, where said volumes meet the following conditions:

- 1) volumes are delivered under rate schedules FRSGTS, FRGTS, ~~FRMGTS~~, FRCTS or FRLGTS and
- 2) volumes are delivered to a Customer which is a member of an Full Requirements Aggregation Pool for which the Retail Natural Gas Supplier has not elected less than the minimum storage requirements to provide temperature balancing under Section VII, Part 18 of this tariff.

30.4 Rate

\$.4680 per Mcf of all volumes delivered to the Retail Natural Gas Supplier's Aggregation Pool during the billing month.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRE and January 17, 2007 in Case No. 05-1045-GA-ATA

Issued: ~~January 23, 2007~~

Effective: ~~January 23, 2007~~

Issued By  
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

**SECTION VII**  
**PART 30 - ANCILLARY SERVICE RATES**

**TECHNICAL SUPPORT SERVICES**

**30.20 Applicability**

Applicable throughout the territory served by the Company.

**30.21 Availability**

Available to Retail Natural Gas Suppliers, Governmental Aggregators, Retail Natural Gas Brokers or their Agents that have been approved by the Company for participation in the Company's Customer CHOICE<sup>SM</sup> Program, at the Company's option.

**30.22 Technical Support**

Retail Natural Gas Suppliers, Governmental Aggregators, Retail Natural Gas Brokers and their Agents participating in the Company's Customer CHOICE<sup>SM</sup> Program may receive from the Company, at the Company's option, technical support and assistance at a rate of \$70.00 per hour. The Company is under no obligation to provide technical support and assistance, with the exception of the services described in the Section 30.23 of this tariff. Such support and assistance for which the charge applies is categorized in three general areas:

- 1) Explanation of the Company's communications related to information posted through the Company's Electronic Bulletin Board internet-based website;
- 2) Manual verification and confirmation of Customer account data beyond the information and messages available thru the Company's standard automated process; and
- 3) Explanation and definition of the Company's filings, Commission rulings, FERC orders and other documents applicable to the Company's Customer CHOICE<sup>SM</sup> Program.

Such Technical Support and Assistance may include time spent by Company personnel conducting research in connection with a Retail Natural Gas Supplier's, Governmental Aggregator's, Retail Natural Gas Broker's, or their Agent's inquiry.

**30.23 Exceptions to Technical Support Charges**

There will be no time recorded in connection with non-competitive inquiries covering required business interactions, specifically:

- 1) Standard Automated processing of Retail Natural Gas Supplier's data files by the Company;
- 2) Website availability and access; and
- 3) Erroneous data communicated by the Company via the Company's Electronic Bulletin Board.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and April 29, 2004 in Case No. 02-2903 GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By  
 J. W. Partridge Jr., President



Columbia Gas of Ohio, Inc.

SECTION VII

PART 41 – FULL REQUIREMENTS COOPERATIVE TRANSPORTATION SERVICE (FRCTS)

41.3 Character of Service

Service provided under this tariff is a firm service.

41.4 Delivery Charge

Company will charge the following maximum rates for all Retail Natural Gas Supplier-owned volumes delivered by Company to the Cooperative:

- 1) First 25 Mcf per account per month ~~\$1.06001~~ 0.0096 per Mcf
- 2) Over 25 Mcf per account per month ~~\$0.98000~~ 0.9334 per Mcf

The Company may bill less than maximum rate where competitive circumstances exist; however, the Company is under no obligation to negotiate rates. The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to fixed costs. Unless otherwise agreed by Company and Cooperative, Customer shall pay the maximum rate for all volumes delivered hereunder.

41.5 Billing Adjustments

For all gas delivered hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VII, Part 29 of this tariff:

- 1) Gross Receipts Tax Rider; and
- 2) Excise Tax Rider.

41.56 Late Payment Charge

If a bill payment is not received by the Company or by the Company's authorized agent on or before payment date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will come due as part of the Cooperative's total obligation.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and January 17, 2007 in Case No. 05-1045 GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By  
J. W. Partridge, Jr., President

**STIPULATION EXHIBIT 3  
COLUMBIA'S PROPOSED  
RATE DESIGN TARIFFS**

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

## 2. SALES RATES

### SMALL GENERAL SERVICE (SGS)

#### APPLICABILITY:

Applicable in all territories served by Company.

#### AVAILABILITY:

Available to all customers provided that Customer consumes less than 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st.

#### SMALL GENERAL SALES RATE:

Available to all customers provided that Customer consumes less than 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st.

	<u>December 1, 2008 – November 30, 2009</u>	<u>On and After December 1, 2009</u>
<u>All gas consumed per account per month</u>	<u>\$ .7911 per Mcf</u>	<u>\$ .0000 per Mcf</u>
<u>Monthly Delivery Charge per account</u>	<u>\$12.16 per Month</u>	<u>\$17.81 per Month</u>

All gas consumed per account per month 13.669¢ per 100 cubic feet

A 'Customer Charge' of \$6.50 per account per month, regardless of gas consumed.

### SMALL GENERAL SCHOOLS SALES RATE

#### AVAILABILITY

Available to all primary and secondary school customer accounts provided that Customer consumes less than 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st.

	<u>December 1, 2008 – November 30, 2009</u>	<u>On and After December 1, 2009</u>
<u>All gas consumed per account per month</u>	<u>\$ .7515 per Mcf</u>	<u>\$ .0000 per Mcf</u>
<u>Monthly Delivery Charge per account</u>	<u>\$11.55 per Month</u>	<u>\$16.92 per Month</u>

An "account" includes all gas consumption which (1) is consumed by the same individual, governmental, or corporate entity, including subsidiaries and affiliates, and (2) occurs on property which is either contiguous or is separated by no more than the width of a public or private right of way.

### BILLING ADJUSTMENTS

For all gas sold hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section V, Part No. 3 of the Company's Rules and Regulations governing the distribution and sale of gas.

#### (1) Gas Cost Recovery:

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and June 4, 2008 in Case Nos. 07-478-CA-UNC and 07-237-CA-AAM.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

- (2) PIP Plan Tariff Schedule Rider;
- (3) Uncollectible Expense Rider;
- (4) Gross Receipts Tax Rider;
- (5) Excise Tax Rider;
- (6) CHOICE<sup>SM</sup> Program Sharing Credit;
- (7) Infrastructure Replacement Rider; and
- (8) Demand Side Management Rider.

**GAS COST RECOVERY:**

~~In addition to the above rates, all gas consumed is subject to the Gas Cost Recovery Provision of Ohio Administrative Code Section 4901:1-14, and any subsequent amendments thereto, which section is incorporated herein by reference.~~

**GROSS RECEIPTS TAX RIDER:**

~~All bills rendered pursuant to this tariff will be adjusted to provide for the recovery of Columbia's gross receipts tax liability on the gas cost portion of said bills through the application of the gross receipts tax rider specified on Sheet 30 of this tariff. This gross receipts tax rider shall not be applied to the bills of customers that are statutorily exempt from payment of the gross receipts tax.~~

**EXCISE TAX RIDER:**

~~Effective July 1, 2001 all bills rendered will be adjusted to provide for recovery of Columbia's excise tax liability on all volumes billed by, or on behalf of, the Company as specified on Sheet 30 of this tariff.~~

**UNCOLLECTIBLE EXPENSE RIDER:**

~~All bills rendered pursuant to this tariff will be adjusted to provide for the recovery of Columbia's uncollectible expenses through the application of the Uncollectible Expense Rider specified on Sheet 29 of this tariff.~~

**INFRASTRUCTURE REPLACEMENT PROGRAM RIDER**

~~All bills rendered pursuant to this tariff will be adjusted to provide for the recovery of Columbia's infrastructure replacement program costs through the application of the Infrastructure Replacement Program Rider specified on Sheet 30d of this tariff.~~

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

### 25. TRANSPORTATION RATES

#### SMALL GENERAL TRANSPORTATION SERVICE (SGTS)

##### APPLICABILITY

Applicable in all territories served by Company.

##### AVAILABILITY

~~Available to any commercial or industrial end-use customer provided that service can be rendered within the limits of Company's operating conditions and facilities, and provided that Customer consumes less than 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st. Service is subject to the Rules and Regulations as set forth in Part Nos. 42 through 60.~~

##### CHARACTER OF SERVICE

On any day, Company shall deliver Customer's Authorized Daily Volume of gas (as defined in Part 477 hereof) on a firm basis, with no planned interruption. However, Customer's Authorized Daily volume is interruptible when such interruption is necessary due to force majeure conditions, or where service to human needs customers is threatened. In addition, where Customer-owned gas is being delivered to the Company at a city gate which does not serve the market area in which Customer's facilities are located, that portion of Customer's Authorized Daily Volume is interruptible as described in Part 488 hereof.

#### SMALL GENERAL TRANSPORTATION SERVICE DELIVERY CHARGE

##### AVAILABILITY

~~Available to any commercial or industrial end-use customer provided that service can be rendered within the limits of Company's operating conditions and facilities, and provided that Customer consumes less than 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st. Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 1 through 26.~~

The Company will charge the following maximum rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed:

~~All gas delivered per account per month \$1.3669 per Mcf~~

~~A Customer Charge of \$6.50 per account per month, regardless of gas consumed.~~

	<u>December 1, 2008 - November 30, 2009</u>	<u>On and After December 1, 2009</u>
<u>All gas consumed per account per month</u>	<u>\$ .7911 per Mcf</u>	<u>\$ .0000 per Mcf</u>
<u>Monthly Delivery Charge per account</u>	<u>\$12.16 per Month</u>	<u>\$17.81 per Month</u>

~~An "account" includes all gas consumption which (1) is consumed by the same individual, governmental, or corporate entity, including subsidiaries and affiliates, and (2) occurs on property which is either contiguous or is separated by no more than the width of a public or private right of way.~~

#### SMALL GENERAL SCHOOLS TRANSPORTATION SERVICE DELIVERY CHARGE

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500 AU TRF and June 4, 2008 in Case Nos. 07-478 GA-UNC and 07-237 GA-AAM.

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J. W. Partridge, President

~~Third~~Fourth Revised Sheet No. 49

Cancels

COLUMBIA GAS OF OHIO, INC.

~~Second~~Third Revised Sheet No. 49

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

**AVAILABILITY**

~~Available to any primary or secondary school commercial or industrial end-use customer provided that service can be rendered within the limits of Company's operating conditions and facilities, and provided that Customer consumes less than 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st. Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 1 through 26.~~

~~The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to fixed costs. Unless otherwise agreed by Company and customer, Customer shall pay the maximum rate for all volumes delivered hereunder.~~

~~The above rates are also subject to adjustment for recovery of Take or Pay and FERC Order 636 Transition costs, as approved by the PUCO, plus associated excise tax effect.~~

**UNCOLLECTIBLE EXPENSE RIDER**

~~All bills rendered pursuant to this tariff will be adjusted to provide for the recovery of Columbia's uncollectible expenses through the application of the Uncollectible Expense Rider specified on Sheet 29 of this tariff.~~

**INFRASTRUCTURE REPLACEMENT PROGRAM RIDER**

~~All bills rendered pursuant to this tariff will be adjusted to provide for the recovery of Columbia's infrastructure replacement program costs through the application of the Infrastructure Replacement Program Rider specified on Sheet 30d of this tariff.~~

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500-AU-TRE and June 4, 2008 in Case Nos. 07-478-GA-UNC and 07-237-GA-AAM.

Issued: June 30, 2008

Effective: June 30, 2008

Issued By  
J. W. Partridge, President

~~Second~~Third Revised Sheet No. 50

Cancels

COLUMBIA GAS OF OHIO, INC.

~~First~~Second Revised Sheet No. 50

## RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

The Company will charge the following maximum rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed:

	<u>November 1, 2008 – October 31, 2009</u>	<u>On and After November 1, 2009</u>
<u>All gas consumed per account per month</u>	<u>\$ .7515 per Mcf</u>	<u>\$ .0000 per Mcf</u>
<u>Monthly Delivery Charge per account</u>	<u>\$11.55 per Month</u>	<u>\$16.92 per Month</u>

The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to fixed costs. Unless otherwise agreed by Company and customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

### BILLING ADJUSTMENTS

For all gas sold hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VI, Part No. 26 of the Company's Rules and Regulations governing the distribution and sale of gas.

- (1) PIP Plan Tariff Schedule Rider;
- (2) Uncollectible Expense Rider;
- (3) Gross Receipts Tax Rider;
- (4) Excise Tax Rider;
- (5) Infrastructure Replacement Program Rider; and
- (6) Demand Side Management Rider.

### ADMINISTRATIVE FEE

In addition to the delivery charge set forth above, Customer shall pay an administrative fee of \$6.00 per account per month. This fee shall not apply to primary or secondary schools until the January, 2002 billing month.

### EXCISE TAX RIDER

Effective July 1, 2001 all bills rendered will be adjusted to provide for recovery of Columbia's excise tax liability on all volumes billed by, or on behalf of, the Company.

### BILLING ADJUSTMENTS:

For all gas sold hereunder, the bill shall be computed to reflect applicable billing adjustments as set forth in Part No. 41 of the Company's Rules and Regulations governing the distribution and sale of gas

### VOLUME BANKING AND BALANCING SERVICE

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and March 15, 2001 in Case No. 01-484 GA UNC.

Issued: ~~March 10, 2001~~

Effective: April 1, 2001

Issued By  
J. W. Partridge, Jr., Vice-President

Second~~Third~~ Revised Sheet No. 50  
Cancels

COLUMBIA GAS OF OHIO, INC.

First~~Second~~ Revised Sheet No. 50

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
AND SALE OF GAS**

The Volume Banking and Balancing Service represents the current storage cost to the Company to provide a "bank tolerance" to the Customer as described on Sheet 41. The calculation of charges when deliveries are less than customers usage are set forth under Parts 499 and 5010 of this tariff. The formula for determination of the rate paid for excess volumes, when a customer exceeds the bank tolerance, is set forth under Part 499 of this tariff. The rate for this service is set forth on Sheet 66.

**FULL REQUIREMENTS SERVICE**

Full Requirements Service, if approved by Company and contracted for by Customer under this tariff, will make gas service available at all times, except where interruption is necessary due to force majeure conditions (as defined in Part 488 hereof) or where service to human needs customers is threatened, and reserves for Customer the right to purchase Small General Service Rate sales gas.

**Annual Supply Backup**

Full Requirements Service provides Customer the ability to return to a retail supply of gas from Company for one hundred percent (100%) of Customer's Annual and Maximum Daily Transportation Volumes as set forth in the Service Agreement.

**Charges**

~~Customer will pay Company, in addition to the delivery charge, a supplemental charge on all volumes delivered to these facilities pursuant to the Service Agreement. This supplemental charge shall reflect the pipeline demand costs, plus applicable excise taxes, included in Company's Gas Cost Recovery Rate then in effect. The supplemental charge shall be adjusted, as necessary, to enable Company to recover all costs incurred by Company as a result of providing Customer Full Requirements Service, including, but not limited to, any gas inventory charge from Company's interstate pipeline supplier(s).~~

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU-TRF and March 15, 2001 in Case No. 01-484 GA-UNC.

Issued: March 19, 2001

Effective: April 1, 2001

Issued By  
J. W. Partridge, Jr., Vice President



Columbia Gas of Ohio, Inc.

**SECTION VII**  
**PART 25 - FULL REQUIREMENTS SMALL GENERAL TRANSPORTATION SERVICE (FRSGTS)**

**25.4 Character of Service**

Service provided under this schedule shall be considered firm service.

**25.5 Delivery Charge – Full Requirements Small General Transportation Service**Availability

Available to all customers provided that Customer consumes less than 300 Mcf per year between September 1 and August 31. Annual consumption for customers service hereunder will be reviewed each August 31<sup>st</sup>.

The maximum rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed are:

	<u>December 1, 2008 – November 30, 2009</u>	<u>On and After December 1, 2009</u>
<u>All gas consumed per account per month</u>	<u>\$ .7911 per Mcf</u>	<u>\$ .0000 per Mcf</u>
<u>Monthly Delivery Charge</u>	<u>\$12.16 per Month</u>	<u>\$17.81 per Month</u>

~~1) All gas delivered per account per month \$1.3669 per Mcf~~

~~2) A Customer charge of \$6.50 per account per month~~

**25.6 Delivery Charge – Full Requirements Small General Schools Transportation Service**Availability

Available to all primary and secondary school customers provided that Customer consumes less than 300 Mcf per year between September 1 and August 31. Annual consumption for customers service hereunder will be reviewed each August 31<sup>st</sup>.

The maximum rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed are:

	<u>December 1, 2008 – November 30, 2009</u>	<u>On and After December 1, 2009</u>
<u>All gas consumed per account per month</u>	<u>\$ .7515 per Mcf</u>	<u>\$ .0000 per Mcf</u>
<u>Monthly Delivery Charge</u>	<u>\$11.55 per Month</u>	<u>\$16.92 per Month</u>

**25.7** The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

~~**25.6 Billing Adjustments**~~

~~Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-509-AU-TRF and June 4, 2008 in Case Nos. 07-473-GA-UNC and 07-237-GA-AAM.~~

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Issued By  
 J. W. Partridge, Jr., President

Columbia Gas of Ohio, Inc.

~~For all gas delivered hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VII, Part 29 this tariff:~~

- ~~1) Interim Emergency and Temporary PIP Plan Tariff Schedule Rider;~~
- ~~2) Small General Service Temporary Base Rate Revenue Rider;~~
- ~~3) Excise Tax Rider;~~
- ~~4) Competitive Retail Natural Gas Surcredit Rider;~~
- ~~5) CHOICE Program Sharing Credit;~~
- ~~6) Uncollectible Expense Rider; and~~
- ~~7) Infrastructure Replacement Program Rider.~~

~~25.7 Late Payment Charge~~

~~Upon next scheduled billing date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the Customer's total obligation.~~

~~This provision is not applicable to: (1) unpaid account balances of Customers enrolled in payment plans pursuant to Section 4901:1-18-04 of the Ohio Administrative Code, or (2) unpaid account balances of less than 2,000.~~

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500 AU-TRF and June 4, 2008 in Case Nos. 07-478 GA-UNC and 07-237 GA-AAM.

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Issued By  
J. W. Partridge, Jr., President

**STIPULATION EXHIBIT 4**  
**REVENUE DISTRIBUTION**

## Stipulation Exhibit 4

Columbia Gas of Ohio, inc.  
Distribution of Revenue Increase

Description	Feingold Allocation	Percent of Total	Targeted Increase	Increase from Rate Design Year 1	Increase from Rate Design Year 2
Small General Service	74,040,000	93.39%	44,027,184	44,029,426	44,029,395
General Service	1,580,000	1.99%	939,532	936,999	936,999
Large General Service	3,660,000	4.62%	2,176,384	2,176,471	2,176,471
Full Requirements Co-op	0	0.00%	0	0	0
Flexed	-	0.00%	-		
TOTAL	79,280,000	100.00%	47,143,100	47,142,896	47,142,865