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SUPPLEMENTAL EXHIBITS (CONTINUED)

SECTION VII

PART 17 - CAPACITY ASSIGNMENT

17.1 Capacity Allocation Process

Columbia will retain a combination of firm interstate and intrastate pipeline transportation and storage capacity, local gas supplies, operationally required city gate supplies and firm contract peaking services, referred to as its "Capacity Portfolio", at levels not to exceed 2,039,100 Dth per day in total.

A. Columbia shall allocate capacity to be temporarily assigned all Suppliers on an equivalent basis utilizing Columbia's most recent Peak Day Forecast.

B. Columbia shall allocate capacity based on the Pipeline Scheduling Points of TCO.

C. The level of capacity that Columbia shall utilize for this Capacity Allocation Process shall be equal to Columbia's Capacity Portfolio less the firm capacity retained by Columbia for release to Transportation Service Customers and less the capacity retained by Columbia to provide Standby Service to Transportation Service Customers.

D. Capacity shall be assigned for each PSP equally to each Supplier on a percentage of Design Demand basis; Columbia shall provide a Peaking Service for each PSP equally to each Supplier on a percentage of Design Demand basis. There will be no designation by Columbia of constrained or non-constrained PSP. Each Supplier will receive equal percentage assignments of capacity for each PSP to meet their delivery obligation.

E. Capacity assignment under this process to be effective April 1, 2010 shall be refreshed April 1, 2011 with new capacity assignment levels made effective as of that date.

F. The process of determining how Columbia will allocate capacity to each PSP shall be as follows:

1. Columbia shall determine the percentage of capacity it shall assign each Supplier, including the Peaking Service provided by Columbia ("Capacity Assignment Percentage"). This percentage shall be equal to Columbia's Capacity Portfolio effective April 1, 2010 and April 1, 2011 less the firm capacity retained for assignment to Transportation Service Customers and to provide Standby Service to Transportation Service Customers, divided by the Design Demand of all Columbia customers eligible for CHOICE and SSO service.

2. Columbia shall retain TCO FSS and PEPL FS storage capacity (including associated transportation capacity) to provide CHOICE/SSO balancing services. This retained storage capacity shall equal to approximately 22% of the Design Demand of all Columbia customers eligible for CHOICE and SSO service. Columbia shall also retain all Ohio Production contracts, any contract peaking service, firm city gate supplies and all Operationally Retained Capacity not otherwise assignable as described hereinafter. Columbia shall use this retained capacity to provide its firm Peaking Service and other limited firm supply services for Suppliers and to provide its non-firm Banking and Balancing Service to its Transportation Service Customers.

3. Columbia shall next determine the percentage of Design Demand to be assigned as storage to each Supplier by PSP. The level of storage capacity assigned as a percentage of Design Demand shall be

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equal for all PSPs. For the PSP that includes the Maumee Gate, the assignment of PEPL storage and related firm transportation capacity shall be within the percentage calculated hereunder.

4. Columbia shall then determine the percentage of Design Demand to be assigned as Firm Transportation Capacity to each Supplier by PSP. The level of firm transportation capacity assigned as a percentage of Design Demand shall be equal for all PSPs. For the PSP that includes the Maumee Gate, the assignment of PEPL non-storage related firm transportation capacity shall be within the percentage calculated hereunder. For those PSP within which Columbia has contracted for firm transportation capacity with NCGT, the assignment of NCGT firm transportation capacity shall be within the percentage calculated hereunder. For those PSP that require the upstream delivery of natural gas from TGP to TCO, any TCO FTS capacity assigned in those PSP shall have TGP FT-A capacity assigned in association with the TCO FTS capacity. All TCO FTS capacity assigned, with the exception of that capacity which requires the delivery by TGP, shall be assigned CGT FTS-1 capacity.

5. To the extent that Columbia is unable under this methodology to fully assign all city gate firm capacity including PEPL, PEPL/TRK, NCGT, NCGT/XRD and TCO/TGP capacities, Columbia shall retain this capacity as Operationally Retained Capacity and utilize this capacity in providing its Peaking Service and other gas supply services to Suppliers as necessary.

6. In the event that any pipeline capacity provider that Columbia has contracted with for capacity changes the configuration of its system or the scheduling requirements at its PSP(s), Columbia shall have the right to recall and reassign capacity from/to Suppliers as it deems necessary.

17.2 Assignment of Capacity

A. All assignments by Columbia will be priced at the price Columbia would have paid under its contract with the upstream interstate pipeline.

B. Capacity to be assigned by Columbia to Suppliers shall include the following:
   1) TCO Rate Schedules Firm Transportation Service ("FTS"), Firm Storage Service ("FSS") including Storage Service Transportation ("SST")
   2) CGT Rate Schedule Firm Transportation Service ("FTS-1").
   3) PEPL Rate Schedules Enhanced Firm Transportation Service ("EFT") and Flexible Storage Service ("FS")
   4) TRK Rate Schedule Firm Transportation Service ("FT")
   5) NCGT Natural Gas Transportation Service
   6) XRD Rate Schedule Firm Transportation Service ("FT-1")
   7) TGP Rate Schedule Firm Transportation Service ("FT-A")

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C. The PEPL and TRK capacity shall be deemed delivered to Columbia's distribution system at the PSP in which the Maumee Gate is located. The sum of daily Suppliers volumes delivered via PEPL and TRK and allocated to the Suppliers' Aggregation Pool or Tranche for that PSP, plus the Supplier volumes delivered via TCO at the PSP in which the Maumee Gate is located must equal the Demand Curve for the PSP in which the Maumee Gate is located as specified in Section 16.4 of this tariff.

D. Suppliers shall deliver natural gas supplies to Columbia from the assigned capacity at the Maumee Gate during the months of November through March in accordance with a Supply Curve supplied by Columbia specific to Columbia's physical requirements and receipt capability at the Maumee Gate. This Supply Curve shall be separate from each Supplier's Demand Curve for the PSP in which the Maumee Gate is located. A Supplier that fails to deliver the supplies required by the Maumee Gate Supply Curve shall incur the same penalty/fee associated with failure to deliver natural gas supplies under their Demand Curves. The Supply Curve for the Maumee Gate during the months of April through October shall be equal to zero.

E. Regardless of any other provision of this tariff, Suppliers shall nominate natural gas supplies to Columbia at the Maumee Gate using the assigned PEPL capacity based upon the volume specified by the Columbia provided Supply Curve for the Maumee Gate at the forecast temperature projected on the day preceding the Gas Day. There will be no adjustment to nominated volumes delivered to Columbia at the Maumee Gate based upon the actual temperature experienced.

F. Separate Supply Curves will also be provided for the various delivery points between NCGT and Columbia's distribution facilities. To the extent feasible Columbia may combine individual Supply Curves contained within the same PSP. These Supply Curves will be determined based upon Columbia's ability to accept volumes through these specific interconnections. While the assignments of NCGT capacity will be part of the capacity Columbia assigns for certain PSP's, Suppliers may use alternate capacity deliverable to those PSP's. The NCGT Supply Curves shall represent the maximum amount of supply that a Supplier may nominate at the forecasted temperature to Columbia through the NCGT interconnections. A Supplier that schedules quantities at any of the NCGT interconnects in excess of the associated Supply Curve at the forecast temperature shall incur the same penalty/fee associated with failure to deliver natural gas supplies under their Demand Curves.

G. To the extent that Suppliers have taken direct assignment of capacity from Columbia, Columbia will pass through to such Suppliers their proportionate share of capacity-related refunds received by Columbia, when such refunds are directly related to the assigned capacity. All refunds distributed by Columbia pursuant to this tariff provision will be distributed proportionately based upon the cost of capacity assigned the Supplier as compared to the total amount of the capacity costs charged to Columbia for the capacity to which the refund applies during the refund period. Suppliers shall not be entitled to refunds to the extent such Suppliers have received refunds directly from a pipeline company with regard to the same capacity. No refunds will be issued to Suppliers that purchase capacity from Columbia where the total refund received by Columbia is less than $100,000. Refunds will not be made to Suppliers that have terminated participation in Columbia's CHOICE program or Columbia's SSO Auction prior to Columbia's receipt of any refund. Any refund under $100,000, and any refund amounts not passed through to Suppliers that have terminated participation in Columbia's CHOICE program or Columbia's SSO Auction, will be credited to the CSRR.

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H. In the event that the Commission would find in an order or entry that any refund passed on to any party by Columbia pursuant to this tariff should have instead been credited to Columbia's CSRR, all parties will return to Columbia all refund amounts subject to said Commission order or entry, and Columbia will then credit such refund amounts to the CSRR.

17.3 Capacity Assignment: Methodology for Initial Assignment

A. The initial assignment of Columbia's firm transportation and storage capacity to all Suppliers shall be made effective April 1, 2010 and refreshed April 1, 2011 for periods of twelve (12) months each at the rate Columbia would have otherwise paid for the capacity.

B. Columbia shall assign to each Supplier for each PSP in which they have delivery requirements, firm city gate and associated upstream transportation capacity and storage and related transportation capacity on a pro rata basis in accordance with the Capacity Allocation Process. Suppliers will not be permitted to change any primary points of receipt or delivery associated with assigned pipeline transportation contracts during the term of the capacity assignment.

C. Columbia holds discounted contracts with PEPL and TRK where the utilization of alternate points will cause additional charges to be incurred by Columbia. More specifically, for releases under Columbia's PEPL Contract No. 18604, the Supplier must transport from the primary receipt point of Bourbon (PBRBN) to the primary delivery point of Columbia of Ohio Maumee (COLOH) or the following approved secondary delivery points: Lebanon Lateral (02821), Columbia Gas Maumee (COLGA), or Columbia Gas Cecil (CECIL). Also, approved secondary points at a 2 cent incremental commodity cost are NIPSCO (NIPS) and East Ohio (EOHIO). For releases under Columbia's TRK Contract No. 18122, the Supplier must transport to the primary delivery point of Bourbon-TGC (80023) from ELA or WLA receipt points. In the event the Supplier receives and/or delivers natural gas at points other than those approved points specified above and in so doing causes incremental costs to be incurred by Columbia, the Supplier shall pay Columbia for any and all associated incremental costs and/or penalties billed by PEPL and/or TRK due to such receipts or deliveries. Columbia shall have the right, through setoff in the Suppliers' payments, to collect any costs owed Columbia as a result of a Supplier utilizing a receipt or delivery point other than those provided for in Columbia's PEPL and TRK contracts.

D. The assigned TCO FSS Seasonal Contract Quantity (SCQ) will be in the same ratio to the assigned Maximum Daily Storage Quantity (MDSQ) as the ratio that exists between the SCQ and the MDSQ in Columbia's TCO FSS contract. The assigned PEPL FS Seasonal Contract Quantity (SCQ) will be in the same ratio to the assigned Maximum Daily Quantity (MDQ) as the ration that exists between the SCQ and the MDQ in Columbia's PEPL FS contract.

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E. Suppliers assigned TCO FSS capacity shall also be assigned the associated TCO SST capacity. The TCO SST quantity to be assigned for the months of October through March shall be equivalent to the MDSQ of the assigned TCO FSS capacity. The TCO SST quantity assigned for the months April through September shall be equivalent to 50% of the MDSQ of the assigned TCO FSS capacity, rounded up to the nearest whole Dth. Suppliers assigned PEPL FS capacity shall also be assigned the associated PEPL EFT capacity. The PEPL EFT quantity to be assigned for the months of November through March shall be equivalent to the MDQ of the assigned PEPL FS capacity adjusted for retainage on PEPL. The PEPL EFT quantity assigned for the months April through October shall be equivalent to 38.9% of the MDQ of the assigned PEPL FS capacity adjusted for retainage on PEPL, rounded up to the nearest whole Dth.

F. In addition to the requirements of this tariff, Suppliers assigned capacity by Columbia are subject to the terms and conditions of the tariffs of those transmission companies on whose facilities capacity was assigned. The costs of the assigned capacity will be paid directly to the pipelines by the Suppliers pursuant to the applicable pipeline capacity release payment procedures.

17.4. Adjustments to Assignment: Monthly Review.

A. Columbia shall review the amount of capacity assigned to Suppliers monthly. The assignment of capacity by Columbia to Suppliers made on April 1, 2010 and April 1, 2011 shall not change unless one of the following conditions occurs:

1. An individual CHOICE Supplier's current company-wide Design Demand multiplied by the Capacity Assignment Percentage results in a capacity level that falls outside the range of +/- 15% of the total capacity level currently assigned that CHOICE Supplier by Columbia, including the Peaking Service provided by Columbia. In such an event, Columbia shall recall and reassign capacity as necessary from the affected CHOICE Supplier and all SSO Suppliers to return the level of capacity assigned to the affected CHOICE Supplier to a level equal to the Capacity Assignment Percentage multiplied by that CHOICE Supplier's then current company-wide Design Demand, including the Peaking Service provided by Columbia. Following the reassignment of capacity to the affected CHOICE Supplier, all remaining assignable capacity shall be assigned to SSO Suppliers on a pro rata basis; or

2. All CHOICE Suppliers current company-wide Design Demand, in total, multiplied by the Capacity Assignment Percentage results in a capacity level that falls outside the range of +/- 10% of the total capacity level currently assigned all CHOICE Suppliers by Columbia, including the Peaking Service provided by Columbia. In such an event Columbia shall recall all capacity assigned to the CHOICE and SSO Suppliers and reassign the capacity to the CHOICE Suppliers and the SSO Suppliers in accordance with the Capacity Allocation Process

In the event that Columbia recalls and reassigns capacity pursuant to this Section, the individual CHOICE and SSO Suppliers shall be responsible for the acquisition and/or disposition of any storage volumes to satisfy the provisions of this tariff, the provisions of the tariffs of all pipelines on which the CHOICE and SSO Suppliers are assigned capacity, and/or to satisfy the delivery requirements of their individual Demand and/or Supply Curves.

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Any recall and reassignment of capacity made under this Section shall be from the date of reassignment through the following March 31

B. Notwithstanding any other provision of Section 17.4 (1) of this tariff, the following exemptions shall apply:

1. If a CHOICE or SSO Supplier(s) leaves or if a CHOICE or SSO Supplier is terminated from Columbia's CHOICE Program or SSO Auction, respectively, Columbia shall recall from the departing Supplier(s) the related capacity assigned by Columbia and Columbia shall have the option to purchase the storage gas associated with the recalled TCO FSS and PEPL FS capacity. The price to be paid for any gas purchased by Columbia shall be:

   The average of the TCO Monthly Index prices for the April through October time period immediately preceding the date of purchase by Columbia, adjusted for the TCO SST commodity rate, TCO SST retainage rate, TCO FSS retainage rate, and TCO FSS injection charges. Should a CHOICE or SSO Supplier leave or a CHOICE or SSO Supplier be terminated in a month during the April through October time period, the price to be applied shall be the average of the TCO Monthly Index prices for the time period of the immediately preceding April through the month in which the departure event occurs. The rate to be paid per Dth by Columbia shall be calculated according to the following formula:

   Price per Dth Paid by Columbia = {(Average TCO Monthly Index Price / (1 –TCO SST Shrinkage Rate) + TCO SST Commodity Charge) / (1 – TCO FSS Shrinkage Rate) + Injection Charges}

2. If a new CHOICE Supplier enters the CHOICE program Columbia will recall capacity from all SSO Suppliers and assign capacity in accordance with the Capacity Allocation Process. CHOICE Suppliers assigned capacity pursuant to this paragraph 17.4(B) 2, shall be responsible for the acquisition of any and all commodity supplies necessary to provide the required supplies to Columbia under their Demand Curve.

C. Regardless of the reason for the recall/reassignment of capacity, the affected Supplier shall remain responsible for all demand and commodity costs, fees, penalties, and other costs incurred from the interstate/intrastate pipeline and related to service prior to the recall/reassignment of the capacity.

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17.5 Storage Gas Inventory Transfers

All Suppliers will purchase their pro rata share of Columbia's existing PEPL FS storage inventory as of April 1, 2010 at the arithmetic average of the TCO Monthly Index prices for the period of April 2009 through October 2009 adjusted for the TCO SST commodity rate, TCO SST retainage rate, TCO FSS retainage rate, and TCO FSS injection charges, plus applicable taxes, if any. This pro rata determination shall include PEPL FS capacity retained by Columbia. Columbia's pro rata share of remaining inventory in PEPL FS storage shall be retained by Columbia for use in satisfying Columbia's obligation to purchase supplies related to the peaking and balancing services Columbia will provide all Suppliers. Columbia shall bill Suppliers separately for all purchases of storage inventory. More specifically, the price shall be determined as follows:

Price per Dth Paid to Columbia = {(Average TCO Monthly Index Price / (1 –TCO SST Shrinkage Rate) + TCO SST Commodity Charge) / (1 – TCO FSS Shrinkage Rate) + Injection Charges} * (1 + Gross Receipts Tax Rate)

Suppliers will be required to pay for such storage gas transferred to its account by Columbia within 10 days following receipt of an invoice from Columbia, unless other arrangements, acceptable to Columbia, have been completed.

Suppliers will purchase a pro rata share of Columbia's existing TCO FSS storage inventory as of as of April 1, 2010 at the arithmetic average of the TCO Monthly Index prices for the period of April through October 2009 adjusted for the TCO SST commodity rate, TCO SST retainage rate, TCO FSS retainage rate, and TCO FSS injection charges, plus applicable taxes, if any, and will be responsible for refilling storage within Columbia's recommended guidelines as set forth in Part 17.7 of this tariff. This pro rata determination shall include TCO FSS capacity retained by Columbia. Columbia's pro rata share of remaining inventory in TCO FSS storage shall be retained by Columbia for use in satisfying Columbia's obligation to purchase supplies related to the peaking and balancing services Columbia will provide all Suppliers. Columbia shall bill Suppliers separately for all purchases of storage inventory. More specifically, the price shall be determined as follows:

Price per Dth Paid to Columbia = {(Average TCO Monthly Index Price / (1 –TCO SST Shrinkage Rate) + TCO SST Commodity Charge) / (1 – TCO FSS Shrinkage Rate) + Injection Charges} * (1 + Gross Receipts Tax Rate)

Suppliers will be required to pay for such storage gas transferred to its account by Columbia within 10 days following receipt of an invoice from Columbia, unless other arrangements, acceptable to Columbia, have been completed.

Columbia will not purchase or sell storage commodity volumes associated with the refresh of capacity assignment to be effective April 1, 2011.

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17. 6 **Reassignment of Capacity**

Suppliers may reassign capacity subject to recall by Columbia. The assignee shall remain subject to all Balancing Service Restrictions 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, ACA charges, cash outs, transition costs, pipeline overrun, actual cost adjustments and all other applicable charges. The reassignment of capacity by a Supplier will not alter or amend, in any fashion, the Supplier's obligation to deliver gas supplies to Columbia in accordance with the Demand Curves provided the Supplier by Columbia.

A Supplier may reassign PEPL and TRK capacity to a third party subject to recall by Columbia. However, the reassignment of any volume of PEPL and/or TRK capacity will not alter or amend, in any fashion, the Supplier's obligation to deliver gas supplies to the Maumee Gate, in accordance with the Supply Curve for the Maumee Gate provided the Supplier by Columbia. Furthermore, should a Supplier reassign any of the PEPL capacity to a third party (other than an agency or similar arrangement whereby the deliveries are made on behalf of the Supplier), Columbia will not accept delivery of gas from such a third party at the Maumee Gate. Should a Supplier reassign a portion or all of its assigned PEPL capacity to a third party under an agency or similar arrangement whereby such third party will have the responsibility of making deliveries on behalf of the Supplier, Supplier shall notify Columbia at least 15 days prior to the initiation of deliveries under such Agency or similar arrangement and provide Columbia with the name of such third party and any additional information related to such arrangement as requested by Columbia.

A Supplier may reassign NCGT Parma and NCGT/XRD capacity to a third party, subject to recall by Columbia. The reassignment of any NCGT and/or XRD capacity will not alter or amend, in any fashion the NCGT Supply Curves provided the Supplier by Columbia. The sum of all daily nominations by the Supplier and the third party to which NCGT capacity is released by the Supplier, at each NCGT/Columbia interconnect, shall not exceed the Supply Curve delivery quantity at the forecast temperature for that interconnect. The sum of daily deliveries by the Supplier and the third party at the NCGT/TCO Oberlin Interconnect shall not exceed the limits set forth in Section VII, Part 16 based on the MDQ of the capacity directly assigned the Supplier by Columbia.

A Supplier may use other pipeline capacity to deliver supply as required under the Demand Curves and reassign portions of its Columbia-released pipeline capacity, subject to the limitations and restrictions as set forth in this tariff.

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17.7 Recommended Storage Guidelines

Inventory Level Recommendations

Date	Percent of Assigned SCQ
1-Nov	98%
15-Feb	>30%
5-Mar	>20%
22-Mar	>10%
31-Mar	>2%

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PART 17 - CAPACITY ASSIGNMENT OPTION

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SECTION VII
PART 18 - BALANCING SERVICES

18.1 System Balancing

A. Columbia shall provide Suppliers a Non-Temperature Balancing Service. Non-Temperature Balancing Service provides for balancing of the difference between (1) actual customer demand and (2) the total volume indicated by the Demand Curves at the actual temperature experienced for the applicable Gas Day

B. Effective April 1, 2010, Columbia will retain a portion of its TCO FSS and PEPL FS storage capacity equal to approximately 22% of the Design Demand of all Columbia customers eligible for CHOICE and SSO service to perform the system balancing function.

C. Columbia may utilize operational purchases and sales to ensure that the system is properly balanced. Examples include, but are not limited to, items such as purchases utilizing Operationally Retained Capacity and purchases/sales performed in managing storage inventory levels.

D. All costs incurred by Columbia in performing system balancing and all revenues received by Columbia for providing system balancing, including operational purchases/sales performed in managing storage inventory levels, shall be recognized in the computation of the CSRR.

E. Columbia shall utilize the TCO FSS and PEPL FS storage capacity retained to provide system balancing to provide its non-firm Banking and Balancing Service for Transportation Service Customers. All Banking and Balancing Service revenues received by Columbia from Transportation Service Customers from the provision of its non-firm Banking and Balancing Service shall be flowed to CHOICE/SSO Customers through the CSRR.

18.2 Pipeline Delivery Point Imbalances

As meter operator, Columbia has the responsibility to manage imbalances that occur between all confirmed nominations, at the PSP and system demand, which occurs at the individual points of delivery.

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PART 20 - PAYMENTS TO SUPPLIERS

20.1 APPLICABILITY

Applicable to all Retail Natural Gas Suppliers that have entered into a Full Requirements Aggregation Service Agreement to sell gas to customers located on Company's system, all within the parameters established by the Company for its Customer CHOICE^{SM} Program and all SSO Suppliers that have been awarded a contract to sell gas to Columbia through the SSO Auction process.

20.2 DETERMINATION OF AMOUNTS OWED

Net payments to Suppliers will be made by the 25th of the month, for the prior month's activity. Payments to Suppliers shall be made on a net basis with all charges being owed Columbia, directly or indirectly, being offset against or recouped from amounts owed Suppliers. All amounts billed Suppliers, with the exception of Credit Evaluation Fee(s), will be credited to the CSRR with those amounts being comprised of those costs set forth in Part 20.2(B) below.

(A). PAYMENTS TO SUPPLIERS

1) Columbia will pay SSO Supplier's their pro-rata share of the total SSO commodity dollars billed to SSO Customers during the prior revenue month. SSO commodity dollars billed each month shall be computed through the multiplication of quantities identified from monthly billing reports, as generated by Columbia's revenue reporting system, by the applicable SSO rate. The SSO sales volumes billed to customers will be allocated on a pro-rata basis to SSO Suppliers based on each Supplier's number of tranches.

2) Columbia will pay CHOICE Supplier's each month based on actual billings to their CHOICE customers during the prior billing month.

(B) SUPPLIER CHARGES

Offsets for computation of payments to Suppliers may include, but are not limited to the following:

1) Local Gas Purchase Charge which is a charge equal to the Local Gas Purchase Price multiplied by Local Gas Purchase Requirement.

2) Demand Curve Non-Compliance Charge for failure to comply with the daily Demand Curve and/or daily Supply Curve requirements.

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3) Related Charges for reimbursement to Columbia for a pro-rata share of all charges Columbia incurs in connection with interstate pipeline transportation of Supplier-Delivered Gas including any gas costs, penalty charges or cash-outs.

4) Suppliers' payment of balancing service charges resulting from Columbia's provision of its Non-temperature balancing service. SSO charges, for this service, shall be computed through the multiplication of the Non-temperature balancing service fee by prorated allocation of billed SSO throughput. CHOICE Suppliers' charges for this service shall be computed through the multiplication of the prior month's deliveries to their customers by the Non-temperature Balancing Service fee.

5) Suppliers' payment of an Aggregation Fee which shall be computed for SSO Suppliers through the multiplication of Aggregation Fee by the prorated allocation of billed SSO throughput and for CHOICE Suppliers through the multiplication of the Aggregation Fee by prior months deliveries to their customers .

6) A Credit Evaluation Fee which is a $50.00 charge for each financial evaluation.

7) Late Payment Charge(s) for failure to make payment prior to the next scheduled billing date equal to 1.5% of the unpaid balance.

8) All amounts or costs for which Company is or will be responsible if not paid Supplier; including, but not limited to, capacity charges billed by interstate pipeline companies.

9) All other amounts owed directly to Columbia.

10) All other amounts which Columbia is entitled to recoup.

11) Gross receipts taxes, or any other applicable taxes, on amounts billed by Columbia to Suppliers.

20.3 DISPUTED BILLS

In the event of a bona fide dispute as to whether Supplier owes money to Company, the process of offset or recoupment of such amounts from Supplier shall be tolled pending a good faith review of the dispute.

Suppliers shall provide a detailed description of the dispute, including disputed amounts, to the Company within five (5) calendar days of receipt of a statement that shows quantities delivered and amounts owed, if any. Company will not provide payment of that portion being disputed until said dispute has been resolved.

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PART 23 - RECONCILIATION OF CONSUMPTION AND SUPPLIER DELIVERIES

23.1 Annual Reconciliation of Imbalances

Effective April 1, 2010, Columbia will reconcile imbalances on an annual basis as of March 31st for each Supplier, through determination of the difference between: (1) the Supplier's deliveries for the twelve-month period ended March 31st for each of its Aggregation Pools or Tranche(s)and either (a) the total actual consumption of the Supplier's Aggregation Pools, including any adjustments applicable to the annual period ended March 31st for CHOICE Suppliers or (b) the annual SSO consumption allocated per Tranche, including any adjustments applicable to the annual period ended March 31st, multiplied by the number of Tranches the SSO Supplier is responsible for providing natural gas supplies to Columbia. Supplier's deliveries shall include all nominations confirmed by an upstream pipeline to Columbia at the appropriate PSP and the Local Gas Purchase Requirement volumes purchased monthly by the Supplier from Columbia, adjusted as applicable by Columbia's System-Wide Retention Factor and Weighted Average BTU Conversion Factor. The total consumption of a Supplier's Aggregation Pools or that allocated to each Tranche shall incorporate an unbilled adjustment as appropriate.

Imbalances will be eliminated through payment from Columbia to Suppliers for excess deliveries and through payment from Suppliers to Columbia for under-deliveries. The price per Dth of such payments shall be equal to the twelve-month average of the TCO Monthly Index price for the most recent twelve-month period ended March, adjusted for TCO FTS Retainage, TCO FTS commodity, and gross receipts taxes as calculated herein, if applicable. For any month that the TCO Monthly Index price is not available for the first day, the price for the most recent preceding month will be used. The formulas used in determination of the above-referenced rates are as follows:

Option (1) - Price per Dth Paid to Columbia = {(Sum of TCO Monthly Index Prices For 12-Months/12) / (1 – TCO FTS Shrinkage Rate) + TCO FTS Commodity Charge)} * (1 + Gross Receipts Tax Rate)

Option (1) - Price per Dth Paid by Columbia = {(Sum of TCO Monthly Index Prices For 12-Months/12) / (1 – TCO FTS Shrinkage Rate) + TCO FTS Commodity Charge)}

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PART 24 - DEFAULT, SUSPENSION AND TERMINATION OF A RETAIL NATURAL GAS SUPPLIER

department and the chief of the attorney general's public utilities section. The Company shall also send the notice to the address and fax number provided by the Retail Natural Gas Supplier in the Supplier's Aggregation Service Agreement. In the event of default of a Retail Natural Gas Supplier participating in the Company's Customer CHOICE SM Program that has not been certified by the Commission, where the Company may suspend or terminate the Retail Natural Gas Supplier from the Company's Customer CHOICE SM Program, the Company shall first notify the Retail Natural Gas Supplier of the alleged violations that merit suspension or termination. Such notice shall be in writing, contain reasonable detail and shall be sent to the Retail Natural Gas Supplier at the fax number listed in the Retail Natural Gas Supplier's Aggregation Agreement five business days prior to the suspension or termination. If, within five business days after the service of the previously mentioned notice, the Retail Natural Gas Supplier remedies or removes the cause or causes stated in the notice, the Retail Natural Gas Supplier Aggregation Agreement will continue in full force and effect. If the Retail Natural Gas Supplier does not remedy or remove the cause or causes within five business days, then at the option of the Company, the Retail Natural Gas Supplier's Aggregation Agreement may terminate at the expiration of said five-day period.

If the Retail Natural Gas Supplier is terminated from the Company's Customer CHOICE SM Program, Customers shall revert to Company's sales service, unless and until said Customers join another Retail Natural Gas Supplier's or Governmental Aggregator's Aggregation Pool. Any termination or cancellation of the Retail Natural Gas Supplier's Aggregation Agreement, pursuant to any provision of this tariff, shall be without waiver of any remedy, whether at law or in equity, to which the party not in default otherwise may be entitled for breach of contract.

24.3 Suspension

In addition to the possible reasons for suspension stated in Section VII, Part 24.1, a Retail Natural Gas Supplier may be suspended from participation in the Company's Customer CHOICE SM Program for any of the following reasons:

a) the Retail Natural Gas Supplier's credit exposure exceeds its approved unsecured credit limit and financial security instrument by more than 5%, and the Retail Natural Gas Supplier has failed to comply with the Company's request for adequate security or adequate assurance of payment within five (5) business days of the Company's request;

b) absent a demonstration of separate structure, the Retail Natural Gas Supplier or Retail Natural Gas Supplier's parent corporation has filed a voluntary petition in bankruptcy, has had an involuntary petition in bankruptcy filed against it, is insolvent, has had a receiver, liquidator or trustee appointed to take charge of its affairs, the Retail Natural Gas Supplier or the Retail Natural Gas Supplier's parent corporation's liabilities exceed its assets, or the Retail Natural Gas Supplier or Retail Natural Gas Supplier's parent corporation is otherwise unable to pay its debts as they become due.

24.4 Effect of Suspension

In the event of suspension, the Retail Natural Gas Supplier shall not be permitted to enroll any new End-use Customers in the Company's Customer CHOICE SM Program. During the period of suspension, the Retail Natural Gas Supplier shall continue to serve its existing End-use customers.

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PART 24 - DEFAULT, SUSPENSION AND TERMINATION OF A RETAIL NATURAL GAS SUPPLIER

24.4 Effect of Termination on Retail Natural Gas Supplier's End-use Customers

In the event of termination, the Retail Natural Gas Supplier's End-use customers (other than Cooperatives) shall be returned to the Company's natural gas commodity service and pay the applicable Standard Sales Offer Rider rate while taking such service. The Retail Natural Gas Supplier shall not be permitted to enroll any new End-use customers in the Company's Customer CHOICE^{SM} Program unless it re-registers in the Company's Customer CHOICE^{SM} Program. If necessary, due to revocation or suspension of Commission certification, the Retail Natural Gas Supplier must request re-certification from the Commission and provide proof of certification to the Company.

24.5 Effect of Termination of a Cooperative's Retail Natural Gas Supplier

If the Cooperative's Retail Natural Gas Supplier is terminated from the Company's Full Requirements Cooperative Transportation Service Program, Columbia will provide gas for resale to the Cooperative at a price equal to 130% of the average of the TCO Daily Index prices for each day of the applicable month, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage), plus the gross receipts or other applicable taxes plus the applicable Company transportation. In addition, if, in any month, Company incurs other charges, including gas costs, penalty charges or cash-outs caused by excess monthly usage, the Cooperative shall be charged its pro rata share of such charges.

SECTION VII
PART 25 - FULL REQUIREMENTS SMALL GENERAL TRANSPORTATION SERVICE (FRSGTS)

25.1 Applicability

Applicable throughout the territory served by Company.

25.2 Requirements for Service

Available to any Customer account 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 an Aggregation Pool, 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 Aggregation Pool 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 Pipeline Scheduling Points on Company's distribution system; and,

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[SM] 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 Aggregation Pool and join any other Aggregation Pool 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)

25.4 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 Customer accounts 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 31st.

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

	December 3, 2008 – December 2, 2009	On and After December 3, 2009
All gas consumed per account per month	$0.7911 per Mcf	$0.0000 per Mcf
Monthly Delivery Charge	$12.16 per Month	$17.81 per Month

25.6 Delivery Charge – Full Requirements Small General Schools Transportation Service

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 service hereunder will be reviewed each August 31st.

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

	December 3, 2008 – December 2, 2009	On and After December 3, 2009
All gas consumed per account per month	$0.7515 per Mcf	$0.0000 per Mcf
Monthly Delivery Charge	$11.55 per Month	$16.92 per Month

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.

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/SSO Reconciliation Rider;
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.

SECTION VII
PART 26A – BTU VALUE

Effective April 1, 2010, Columbia shall implement a standard BTU value utilized for the purpose of converting CHOICE and SSO Customer demands, measured in Ccf, to energy equivalents to facilitate delivery of natural gas supplies to Columbia in Dekatherm units by interstate and intrastate pipelines. This standard BTU shall be based on an annual Weighted Average BTU Conversion Factor.

26A.1 Columbia shall determine its Weighted Average BTU Conversion Factor annually based on all natural gas supplies delivered to Columbia during the most recent twelve month period available for posting February 1 of each year. The Weighted Average BTU Conversion Factor shall be in effect for a twelve month period beginning April 1 of each year.

26A.2 Effective April 1, 2010, daily Supplier nomination requirements for each Supplier's Demand Curves shall be determined utilizing Columbia's Weighted Average BTU Conversion Factor.

26A.2 Columbia shall utilize this Weighted Average BTU Conversion Factor for reconciling supply and demand in the annual reconciliation process.

26A.3 Columbia shall post its Weighted Average BTU Conversion Factor on or before February 1 of each year.

SECTION VII

PART 26 – OHIO PRODUTION, PEAKING CONTRACT AND OPERATIONAL RETAINED CAPACITY

Columbia requires Ohio Production, firm city gate supplies,Peaking Contracts and Operationally Retained Capacity to meet the daily, seasonal and Design Demand requirements of its CHOICE and SSO eligible customers.

26.1 Columbia purchases certain Ohio Production volumes to satisfy location-specific customer supply requirements that cannot be served via other means. These supplies are purchased by Columbia under contracts that are either (a) not assignable to Suppliers under terms of the contract; or (2) are of such small volume that direct assignment to Suppliers is impractical.

26.2 Columbia has a single peaking contract with limited seasonal capabilities that is not assignable to Suppliers under the terms of the contract.

26.3 Pursuant to the Capacity Allocation Process set forth in Part 17.1 of this Section VII, Columbia will have certain pipeline capacity assets that it will not be able to directly assign Suppliers that must be utilized to meet the Design Demand of CHOICE and SSO Customers at various locations on Columbia's system. Columbia shall retain such capacity and refer to this capacity as Operationally Retained Capacity.

26.4 Columbia shall manage the Ohio Production, firm city gate supplies,Peaking Contract and Operationally Retained Capacity to the benefit of all Suppliers and CHOICE and SSO Customers. Columbia shall utilize these resources to provide limited seasonal supplies and as part of the Peaking Service Columbia will provide equally to all Suppliers on an equal percentage of Design Demand basis.

26.5 Columbia shall modify the Demand Curves of all Suppliers for all PSPs in recognition of its daily purchases of Ohio Production and firm city gate supplies as well as purchase of supplies under the Peaking Contract and Operationally Retained Capacity. Annually Columbia shall determine its expected annual purchases from these resources and calculate the percentage by which the Demand Curves will be modified. This percentage shall be known as the Local Gas Adjustment Percentage.

26.6 Each month, each Supplier shall purchase from Columbia the equivalent volume represented by the Local Gas Adjustment Percentage to the Demand Curves. These monthly purchases shall be known as the Local Gas Purchase Requirement and shall be determined by the following formula:

> Local Gas Purchase Requirement = (Actual monthly deliveries by Supplier * Local Gas Adjustment Percentage) / (1 – Local Gas Adjustment Percentage)

26.7 The purchase price for the Local Gas Purchase Requirement, known as the Local Gas Purchase Price, shall be defined as the TCO Monthly Index plus a fixed adder. Columbia shall determine the fixed adder prospectively, on an annual basis, by performing a historical analysis of actual purchases of Ohio Production, firm city gate supply purchases, and purchases under the Peaking Contract and Operationally Retained Capacity that will be normalized to normal weather conditions. Columbia will apply the actual purchases prices, including demand costs, of these historical purchases to the normalized volumes. The total costs of these normalized purchases will be compared to the TCO Monthly Index price weighted by the normalized volumes to determine the fixed adder.

26.8 All costs incurred by Columbia to purchase Ohio Production and supplies provided by the Peaking Contract and Operationally Retained Capacity, including demand costs, shall be charged to the CSRR.

SECTION VII

PART 26 – OHIO PRODUTION, PEAKING CONTRACT AND OPERATIONAL RETAINED CAPACITY

All revenue received from Suppliers through the Local Gas Purchase Requirements shall be credited the CSRR.

26.9 All Local Gas Purchase Requirement purchases shall be included in the annual reconciliation process for Suppliers.

SECTION VII

PART 27 - FULL REQUIREMENTS GENERAL TRANSPORTATION SERVICE (FRGTS)

27.1 Applicability

Applicable throughout the territory served by Company.

27.2 Requirements for Service

Available to any Customer account 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 an Aggregation Pool, 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 Aggregation Pool 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 Pipeline Scheduling Point on Company's distribution system; and,

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^{SM} 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 Aggregation Pool and join any other Aggregation Pool 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.

SECTION VII

PART 27 - FULL REQUIREMENTS GENERAL TRANSPORTATION SERVICE (FRGTS)

27.5 Availability

Available to all customer accounts provided that:

(1) Customer consumes at least 300 Mcf per year, but less than 15,000 Mcf per year between September 1 and August 31.

(2) All Human Needs customer accounts that consume at least 300 Mcf per year between September 1 and August 31.

Annual consumption for Customers served hereunder will be reviewed each August 31st. Non-Human Needs customer accounts that consume 15,000 Mcf or more per year are only eligible for service under rate schedules General Transportation Service (GTS) or Large General Transportation Service (LGTS).

27.6 Full Requirements General Transportation Service Delivery Charge
Rates:

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 $1.7183 per Mcf
2) Next 75 Mcf per account per month $1.3000 per Mcf
3) Over 100 Mcf per account per month $1.0325 per Mcf
4) A Customer charge of $22.50 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.

27.7 Availability

Available to all primary and secondary school customer accounts provided the Customer consumes at least 300 Mcf, but less than 15,000 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st. Customer' accounts that consume 15,000 Mcf or more per year are only eligible for service under rate schedules General Transportation Service (GTS) or Large General Transportation Service (LGTS).

SECTION VII

PART 27 - FULL REQUIREMENTS GENERAL TRANSPORTATION SERVICE (FRGTS)

27.8 Full Requirements General Schools Transportation Service Delivery Charge

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.

27.9 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/SSO Reconciliation Rider;
5) Uncollectible Expense Rider: and
6) Infrastructure Replacement Program Rider.

27.10 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.

SECTION VII
PART 28 - FULL REQUIREMENTS LARGE GENERAL TRANSPORTATION SERVICE (FRLGTS)

28.1 Applicability

Applicable throughout the territory served by Company.

28.2 Availability

Available to any Human Needs Customer accounts 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 an Aggregation Pool, 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 Aggregation Pool 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 Pipeline Scheduling Points on the Company's distribution system;

d) 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 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[SM] 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.

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 Aggregation Pool and join any other Aggregation Pool 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	$0.4110 per Mcf
2) Next 13,000 Mcf per account per month	$0.2520 per Mcf
3) Next 85,000 Mcf per account per month	$0.2200 per Mcf
4) Over 100,000 Mcf per account per month	$0.1740 per Mcf

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

28.7 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 full requirement 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.

28.8 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) Infrastructure Replacement Program Rider; and
5) CHOICE/SSO Reconciliation Rider.

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, FRGTS and FRLGTS.

29.2 Rate

All gas consumed per account per month	$0.6065 per Mcf

SECTION VII
PART 29 - BILLING ADJUSTMENTS

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, Full Requirements Small General Transportation Service	$0.00 / Month
Rate FRGTS, Full Requirements General Transportation Service	$0.00 / Month
Rate FRLGTS, Full Requirements Large General Transportation Service	$0.00 / Month

SECTION VII
PART 29 - BILLING ADJUSTMENTS

CHOICE/SSO AGGREGATION FEE

29.15 APPLICABLE

To all CHOICE/SSO suppliers participating in the Columbia's CHOICE and SSO programs.

29.16 DESCRIPTION

An additional charge per Mcf each billing month to CHOICE/SSO suppliers based on the gas delivered by Columbia to customers participating in these programs. This charge provides for the recovery of incremental program costs and lost opportunity revenue. Charges will be billed each month to CHOICE program providers based on the volumes upon which bills are computed for customers participating in the CHOICE program with charges to SSO providers being calculated based on their prorata share of all volumes billed customers served through this program.

29.17 RATE

All gas delivered per account per month	$ 0.05 / Mcf

SECTION VII
PART 29 - BILLING ADJUSTMENTS

RESERVED FOR FUTURE USE.

SECTION VII
PART 29 - BILLING ADJUSTMENTS

UNCOLLECTIBLE EXPENSE RIDER

29.21 APPLICABILITY

To all customers served under rate schedules FRSGTS and FRGTS.

29.22 UNCOLLECTIBLE EXPENSE RIDER

An additional charge of $0.2157 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.

SECTION VII
PART 29 - BILLING ADJUSTMENTS

CHOICE/SSO RECONCILIATION RIDER ("CSRR")

29.23 APPLICABILITY

Applicable to all volumes delivered under rate schedules FRSGTS, FRGTS and FRLGTS.

29.24 DESCRIPTION

An additional charge or credit, for all gas consumed, to recover or pass back to customers all imbalances in gas cost expense and recoveries. Gas cost expense includes, but is not limited to, the Company's unrecovered gas cost balance at the inception of the program; capacity costs; commodity costs; penalty charges; base chip gas costs that remain to be recovered; storage carrying costs and regulatory assessments. Recoveries include, but are limited to, revenue received from the sale of gas to SSO providers and TS customers; revenue received through the provision of balancing service(s); refunds; penalty revenue; Balancing Service Restriction Revenue; Off-System Sales and Capacity Release Sharing Revenue; and revenue from operational sales. In addition this mechanism with provide for reconciliation of all variances between projected and actual pass back or recoveries through this rider.

29.25 RATE

All gas consumed per account per month $ 0.0000 / Mcf

SECTION VII
PART 29 – BILLING ADJUSTMENTS

INFRASTRUCTURE REPLACEMENT PROGRAM RIDER

29.26 Applicability

To all customers service under rate schedules FRSGTS and FRGTS.

29.27 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.

29.28 Rate

Rate FRSGTS, Firm Requirements Small General Transportation Service	$0.30 / Month
Rate FRGTS, Firm Requirements General Transportation Service	$0.30 / Month

SECTION VII
PART 30 - ANCILLARY SERVICE RATES

NON-TEMPERATURE BALANCING SERVICE

30.1 Applicability

Applicable to all volumes consumed by CHOICE Customers under rate schedules FRSFTS, FRGTS or FRLGTS and to all volumes consumed by SSO Customers.

30.2 Rate

$.2450 per Mcf charged to a CHOICE Supplier for all volumes consumed by the customers in the CHOICE Supplier's Aggregation Pool during the billing month and charged to an SSO Supplier for all SSO customer billed volumes allocated to the SSO Supplier during the billing month. Columbia will review the rate annually and revise it as necessary to recognize the then current pipeline demand charges and projected annual Core market throughput consumption of CHOICE and SSO Customers.

SECTION VII
PART 30 - ANCILLARY SERVICE RATES

FULL BALANCING SERVICE

30.3 Description of Service. Applicability.

This service is applicable to all volumes consumed by customers served under rate schedule FRCTS.

30.4. Rate

$0.4694 PER Mcf charged to CHOICE Suppliers serving customers under rate schedule FRCTS on all volumes consumed by customers in the CHOICE Supplier's Aggregation Pool during the billing month. Columbia will review the rate annually and revise it as necessary to recognize the then current pipeline demand charges and projected annual consumption of CHOICE and SSO Customers.

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[SM] 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[SM] 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 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[SM] 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 internet-based website

SECTION VIII – GAS SUPPLY AUCTION FOR STANDARD SERVICE OFFER
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SECTION VIII
PART 2 – DEFINITION OF TERMS

2.1 Refer to Section VII, Part 2, Definitions of Terms.

SECTION VIII
PART 3 – SSO AUCTION PROCESS

3.1 SSO AUCTION

1) Columbia will conduct an SSO Auction in which qualified gas suppliers compete for the ability to supply a share of the gas supply requirements for Columbia's Standard Service Offer.

3.2 AUCTION BID VOLUME

1) The forecasted SSO supply requirements to be auctioned will be divided into sixteen equal portions ("Tranches"). The approximate size of a Tranche will be calculated by Columbia and provided to potential bidders, prior to the SSO Auction.

2) A maximum of four Tranches may be bid on and awarded to any individual bidder. The four Tranche limit also applies to groups of affiliated bidders and/or bidders where one bidder has an interest equal to or greater than 10% in another bidders.

3.3 AUCTION BID PRICE

1) Bidding in the SSO Auction will be for the Retail Price Adjustment, which will be fixed for the entire SSO Period.
2) The Retail Price Adjustment will be added to the final settlement price of the NYMEX natural gas futures contract each month ("NYMEX Price") during the SSO Period to determine the monthly SSO Price that will be billed to SSO Customers for gas delivered by Columbia to the Customers meters.

3.4 AUCTION METHODOLOGY

1) Columbia will utilize an independent auctioneer to conduct a descending clock auction.

2) The descending clock auction will proceed in a series of rounds during a single day.

3) At the beginning of each round, the auctioneer will announce the offered Retail Price Adjustment. Based upon that offered price, each bidder will bid the number of Tranches that it is willing and able to supply at that price.

4) Assuming that the number of Tranches initially bid is in excess of sixteen, a second round will be initiated with a lower offered price. The offered price will decline from one round to the next, in decrements no smaller than five cents.

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PART 3 – SSO AUCTION PROCESS

5) In each round, a bidder can either bid the same number or fewer Tranches than it bid in the preceding round.

6) The SSO Auction will end when the number of Tranches bid at an offered price equals sixteen. However, if the number of Tranches bid in a round is less than sixteen, then the auctioneer will revert back to the price of the previous round and begin the next round by reducing the price of that previous round by one cent, and will continue additional rounds using decrements of one cent until the number of Tranches bid equals sixteen. If in this process, the number of Tranches bid once again drops to less than sixteen Tranches, then the immediately prior round shall be considered the final round. In such event, because the final round will have more than sixteen Tranches bid, the size of each Tranche will be adjusted downward on a prorated basis such that the total forecasted supply requirement of all the awarded Tranches equals the forecasted supply requirements of the original sixteen Tranches.

7) In the event unforeseen circumstances occur during the SSO Auction which calls for a modification to the process, Columbia may confer with the Commission Staff in attendance, and upon agreement, make such changes as may be deemed necessary.

3.5 COMMISSION APPROVAL

1) Immediately following the SSO Auction, the winning Retail Price Adjustment and the names of the winning bidders will be filed with the Commission for its approval.

3.6 BIDDER CONFIDENTIALITY

1) Bidders' names will be held confidential until the first day of gas deliveries to Columbia by the SSO Suppliers, or sixty (60) days, whichever comes first.

SECTION VIII
PART 4 – SSO SUPPLIER QUALIFICATIONS

4.1 QUALIFICATION REQUIREMENTS FOR SSO AUCTION PARTICIPANTS

1) Potential bidders in the SSO Auction will demonstrate that they have the resources and the requisite intent to perform pursuant to an SSO Supplier Agreement. Prior to the SSO Auction prospective bidders must:

    A) Provide company information, contacts, and other pertinent identification and communication information as required by Columbia.

    B) Agree to execute an SSO Supplier Agreement.

    C) Meet SSO Supplier credit requirements.

    D) Meet key deadlines for participation such as timely submission of application and supporting documents, and the signing of contracts.

    E) Designate the number of Tranches on which the potential SSO Supplier would like to be able to bid.

    F) Acknowledge the receipt of SSO Auction rules and procedures and agree to be bound by those rules and procedures

    G) Acknowledge receipt of forecasted SSO customer supply requirement data.

    H) Participate in preparatory and informational meetings directed toward potential bidders.

    I) Acknowledge the receipt from Columbia of the confidential notice setting forth the maximum number of Tranches on which the bidder is qualified to bid.

    J) Execute a confidentiality agreement providing Columbia access to financial information for creditworthiness evaluation and to require non-disclosure of the confidential notice described in 4.1.1.I of this Sheet.

2) Potential bidders in the SSO Auction must certify:

    A) That bidder will maintain the confidentiality of their bidding strategy and will not retain any bidding advisors or consultants providing similar service to another bidder.

    B) Whether bidder will bid on a stand alone basis or will be part of a bidding partnership, joint venture, or other arrangement related to the SSO Auction, and whether or not they have a 10% or greater interest in another registered bidder.

SECTION VIII
PART 4 – SSO SUPPLIER QUALIFICATIONS

4.2 SANCTIONS

1) Sanctions may be imposed on a bidder for failing to abide by any of the preceding certification requirements. Such sanctions may include, but are not limited to the following:

   A) The loss of any rights to bidder awarded in the SSO Auction.

   B) Immediate termination of any other arrangements with Columbia.

   C) Forfeiture of any monies owed to the bidder by Columbia.

   D) Liability for attorneys' fees and court costs incurred in any litigation that arises from failure to abide by the certifications.

   E) Being subject to any other legal actions, including prosecution, as Columbia in its sole discretion deems appropriate under the circumstances.

SECTION VIII
PART 5 – TIMING OF SSO AUCTIONS

5.1 FIRST SSO PERIOD

1) The SSO Auction for the First SSO Period will be conducted no later than February 16, 2010.

2) For customer billing purposes, the First SSO Period will begin with the April 2010 billing cycle at which time the GCR rate will be replaced by the SSO rate, and will end with the March 2011 billing cycle.

3) The SSO Suppliers' obligation to deliver gas supplies for the First SSO Period will commence April 1, 2010 and end on March 31, 2011.

4) Upon completion of the SSO Auction, the results of the SSO Auction, including the winning bid price, will be filed with the Commission for approval.

5) If the Commission does not approve the results of the SSO Auction, then Columbia will request direction from the Commission as to whether and when to conduct a follow up SSO Auction for the First SSO Period, taking into account important factors such as the need to begin storage injections in the month of April 2010.

6) If the Commission decides that a follow up SSO Auction should not be held, Columbia will continue to provide GCR sales service, and will effectuate all other changes approved by the Commission pursuant to Columbia's Application.

5.2 SECOND SSO PERIOD

1) On or about December 1, 2010, Columbia will request direction from the Commission as to whether Columbia should conduct the second SSO Auction or revert to the GCR mechanism.

2) If the Commission directs Columbia to proceed, then the SSO Auction for the second SSO Period will be conducted no later than February 15, 2011.

3) For customer billing purposes, the Second SSO Period will begin with the April 2011 billing cycle at which time the SSO Price from the First SSO Period will be replaced by the SSO Price for the Second SSO Period, and will end with the March 2012 billing cycle.

4) The SSO Suppliers' obligation to deliver gas supplies for the Second SSO Period will commence April 1, 2011 and end on March 31, 2012.

5) Upon completion of the SSO Auction, the results of the SSO Auction, including the winning bid price will be filed with the Commission for approval.

6) If the Commission does not approve the results of the SSO Auction, then Columbia will request direction from the Commission as to whether and when to conduct a follow up SSO Auction for the Second SSO Period, taking into account important factors such as the need to begin storage injections in the month of April 2011.

7) If the Commission decides that a follow up SSO Auction should not be held, Columbia will provide GCR sales service, while continuing to incorporate all other changes approved by the Commission pursuant to Columbia's Application.

SECTION VIII
PART 6 – SSO SUPPLIER CREDIT REQUIREMENTS

6.1 INITIAL CREDIT EVALUATION

1) Each potential bidder in the SSO Auction must be pre-qualified for the number of Tranches on which it would like to be able to bid, up to a maximum of four (4) Tranches.

2) Pre-qualification shall include a creditworthiness evaluation and bidders must meet Columbia's creditworthiness requirements in advance of participation in the SSO Auction.

3) Bidders will have their creditworthiness assessed against exposures that include 150% of the Tranches that they express the intent to bid on to allow for sufficient credit to enable an SSO Supplier to accept an increase in its Tranche volumes, in the event of an SSO or CHOICE Supplier default, up to a level equal to 150% of the initial forecasted annual delivery requirements for the SSO Period of the Tranches won by the SSO Supplier.

4) Final creditworthiness requirements shall be communicated to potential bidders at the time that initial information packages for SSO Auction participation are sent to potential bidders. The creditworthiness requirements shall include the timelines and process for evaluations, a detailed list of the information required to complete the evaluation and the methodology for calculating the amount of credit exposure.

6.2 ONGOING CREDIT EVALUATION

1) On an ongoing basis, Columbia will review the factors that may result in credit risk exposure to ratepayers from SSO Suppliers. The current expected sources of credit risk exposure include, but are not limited to, the following.

   A) The sale of gas inventories in Columbia storage to SSO Suppliers.

   B) Local Gas Purchase Charges.

   C) SSO Balancing Charges.

   D) Aggregation Charges.

   E) Monthly pipeline and storage capacity charges that are due to the pipelines for capacity released by Columbia to SSO Suppliers.

   F) The cost incurred by Columbia of replacement gas supply and capacity, incurred as a result of an SSO Supplier's failure to deliver the required quantities.

   G) Columbia tariff charges that an SSO Supplier may incur as a result of over or under deliveries; and

   H) Penalties or fees charged to Columbia as a result of an SSO Supplier's non-performance.

SECTION VIII
PART 6 – SSO SUPPLIER CREDIT REQUIREMENTS

6.3 OFFSETS TO COLLATERAL

1) SSO Suppliers shall grant Columbia a perfected first priority security interest in any SSO Customer Payments billed by Columbia. Columbia shall have the right to offset such collateral against any obligations or financial responsibilities that an SSO Supplier may have, as stipulated in the SSO Supplier's Agreements with Columbia and in Columbia's tariff in the event of a default by the SSO Supplier.

6.4 FINANCIAL ASSURANCE FROM COLUMBIA

1) Columbia shall not provide Financial Assurance to SSO Suppliers related to Columbia's obligations under the SSO Supplier Agreement as long as Columbia continues to perform in compliance with said Agreement.

6.5 CASH DEPOSIT POOL FOR SSO SUPPLIERS

1) In addition to those creditworthiness requirements addressed above, upon the awarding of Tranches, each winning bidder shall provide Columbia with a cash deposit in the amount of fifty cents per Mcf ($0.50 / Mcf) multiplied by the initial estimated annual supply requirements for the SSO Period of the Tranches won by that SSO Supplier, to be deposited in the SSO Supplier Deposit Pool.

2) This financial security shall be held and administered by Columbia exclusively for the benefit of the other SSO Suppliers who receive an allocation of additional supply requirements as a result of a default of the SSO Supplier that provided that security.

3) When payment of an SSO Supplier's security occurs, it shall be allocated on a pro rata basis in accordance to the amount of supply requirements each SSO Supplier receives in the process,set forth in Part 7 of Section VIII of the tariff. This payment to non-defaulting SSO Suppliers does not require proof of damages from those non-defaulting SSO Suppliers, and constitutes the entire amount of monies that would be due the remaining SSO Suppliers from Columbia as a result of such default by an SSO Supplier.

4) An SSO Supplier that defaults will not receive its deposit back, while SSO Suppliers that do not default will receive their deposit back following the end of the applicable SSO Period.

SECTION VIII
PART 7 – SUPPLIER DEFAULT

7.1 REPLACING THE SUPPLY OBLIGATIONS OF A DEFAULTING SUPPLIER

In the event that an SSO Supplier or a CHOICE Supplier defaults on its obligations as set forth in this Tariff and / or associated contractual agreements,, Columbia will implement the following procedure to assure that gas supplies, that are required to serve customers in a reliable manner continue to be delivered.

1) When a Supplier defaults, Columbia will notify the defaulting Supplier of the occurrence of the default and will identify the remedies available to cure the default. A default must be cured within of five (5) days of such notice.

2) In the event that a defaulting Supplier fails to cure the default, the Supplier will be terminated from further participation in the CHOICE and SSO programs.

3) If the default is not cured by the defaulting Supplier, Columbia will recall a defaulting Supplier's assigned capacity and acquire gas supply as needed to serve the supply requirements formerly served by the defaulting Supplier.

4) If the defaulting Supplier is a CHOICE Supplier, the affected CHOICE customers will be charged their CHOICE contracted rate for the billing cycle in which the CHOICE Supplier's termination from the CHOICE program occurs and they will pay the SSO rate in the subsequent billing cycles. If the customer of a defaulting CHOICE Supplier chooses another CHOICE Supplier from which to purchase gas, that request will be processed within the standard timing of the CHOICE program and the customer will be placed under that CHOICE Supplier's rate accordingly.

5) CHOICE or SSO supply requirements that are un-served as a result of a Supplier default will be allocated to remaining SSO Suppliers, as part of the monthly development of Demand Curves, in the next available monthly cycle using the allocation process described below.

    A) Each non defaulting SSO Supplier will receive a pro rata share of the unassigned supply requirements resulting from the default based upon the initial forecasted annual delivery requirements for the SSO Period of the Tranches won by the SSO Supplier.

    B) An SSO Supplier shall not be allocated a total SSO supply responsibility of more than 150% of the initial forecasted annual delivery requirements for the SSO Period of the Tranches won by the SSO Supplier as a result of this allocation process related to a default.

    C) If, due to the 150% limit set forth directly above, this allocation process does not result in all of the supply requirements formerly served by the defaulting Supplier being assigned to non-defaulting SSO Suppliers, then Columbia shall supply the remaining supply requirements for the remainder of the SSO Period, and shall retain associated upstream capacity associated with that supply requirement. If the un-served supply requirement is the result of a CHOICE Supplier default, then the

SECTION VIII
PART 7 – SUPPLIER DEFAULT

related CHOICE customers that do not select another CHOICE Supplier will begin paying the SSO Price, just as if their supply requirements had transferred to non-defaulting SSO Suppliers instead of to Columbia, and all associated gas supply and capacity costs incurred by Columbia to serve the remaining supply requirement will be charged to the CSRR.

7.2 CAPACITY RECALLED FROM A DEFAULTING SUPPLIER

The reallocation of capacity recalled by Columbia from a defaulting Supplier must be performed in conjunction with the monthly capacity assignment procedure specified in Part 17, Section VII of the tariff.

1) In a monthly cycle in which a default and reallocation of supply requirements has occurred, Columbia will first perform the calculation described in 17.4.A.2 in Section VII. If the defaulting Supplier was a CHOICE Supplier, then the customer demand and capacity assignments related to the defaulting CHOICE Supplier will be excluded from the calculations performed pursuant to 17.4.A.2.

2) If the result of the 17.4.A.2 procedure does not result in a capacity reallocation, Columbia will assign the capacity recalled from the defaulting Supplier to the non-defaulting SSO Suppliers based on the percentage of the supply requirements allocated to each SSO Supplier in the process set forth in 7.1.5 in this Part 7 of Section VIII. Columbia will then perform the calculations called for in 17.4.A.1 and adjust the allocation to the SSO Suppliers based on those results.

3) If the result of the 17.4.A.2 procedure does result in a capacity reallocation, then that reallocation will supersede and eliminate the need to allocate recalled capacity pursuant to the preceding paragraph (7.2.2).

7.3 COSTS RESULTING FROM A SUPPLIER DEFAULT

Defaulting Suppliers are required to reimburse Columbia for any incremental costs incurred by Columbia as a result of the default. Any such costs not recovered from defaulting SSO Suppliers will be included in the CSRR.

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

1. 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~~Customers and (3) 100 percent of the remaining ~~Firm Service customers~~firm service requirements. Together the above ~~customers~~ constitute the Company's "Core Market".

(1) **Remaining Human Needs Customer.** ~~The~~This category ~~"Human Needs"~~ includes any ~~service~~non-Transportation 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~~Needs Customers shall include, but not be limited to hospitals, nursing homes, student dormitories, and residential correctional institutions, but shall exclude schools, 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~~; 1) Standby Service volumes elected by Transportation Service Customers, and 2) Customers using less than 15,000 Mcf per year ~~must be classified as Remaining Firm Service. Customers on this service can choose either firm sales or full or partial requirements service.~~, except for asphalt plants and grain dryers that have elected Transportation Service.

B. Non-Core Market. The Company's Non-Core Market includes all ~~customers taking transportation service that do not require 100 percent firm service~~Customers taking Transportation Service, except those volumes elected under Standby Service.

2. 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.

3. 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.

4. **Termination Procedure For Nonpayment.**

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. 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. 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.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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" or "Columbia**" 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.

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

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

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

L. ~~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~~Customers served under Rate Schedules LGS, FRLGTS and LGTS; (3) volumes consumed by or delivered to ~~customers~~Customers served under Rate Schedules GS, FRGTS, FRCTS and GTS; (4) Standby Service; (5) volumes consumed by or delivered to ~~customers~~Customers served under Rate Schedules SGS~~, SGTS~~ and FRSGTS; and (6) ~~human needs customers~~non-Transportation Service Human Needs Customers.

M. ~~M~~ "**Industrial Customer**" means a ~~customer~~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. ~~N~~ "**Mcf**" means one thousand cubic feet of natural gas.

O. ~~O~~ "**PUCO**" means Public Utilities Commission of Ohio.

P. ~~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.

Q. "Sales Service" – Gas service involving the delivery by Company to Customer of Company-supplied natural gas.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

R. "Standard Sales Offer ("SSO") Service" – Standard market pricing sales service established to replace Company's former GCR Sales Service.

S. "SSO Rider" means rider established to replace the GCR billing adjustment determined through the division of the monthly SSO Price by 10.

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.

SMALL GENERAL SALES RATE:

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.

	December 3, 2008 – December 2, 2009	On and After December 3, 2009
All gas consumed per account per month	$.7911 per Mcf	$.0000 per Mcf
Monthly Delivery Charge per account	$12.16 per Month	$17.81 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.

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.

	December 3, 2008 – December 2, 2009	On and After December 3, 2009
All gas consumed per account per month	$.7515 per Mcf	$.0000 per Mcf
Monthly Delivery Charge per account	$11.55 per Month	$16.92 per Month

~~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.~~ 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.

~~(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℠ Program Sharing Credit;~~
~~(7) Infrastructure Replacement Rider; and~~
~~(8) Demand Side Management Rider.~~

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~~Original~~
First Revised Sheet No. 17

COLUMBIA GAS OF OHIO, INC.

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) Standard Sales Offer Rider;
(2) PIP Plan Tariff Schedule Rider;
(3) Uncollectible Expense Rider;
(4) Gross Receipts Tax Rider;
(5) Excise Tax Rider;
(6) CHOICE/SSO Reconciliation Rider;
(7) Infrastructure Replacement Rider; and
(8) Demand Side Management Rider.

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 in accordance with Public Utilities Commission of Ohio Order dated ~~December 3, 2008 in Case Nos. 08-0072-GA-AIR, 08-0073-GA-ALT, 08-0074-GA-AAM, and 08-0075-GA-AAM.~~

Issued: ~~December 3, 2008~~ Effective: ~~December 3, 2008~~

Issued By
J. W. Partridge Jr., President

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

GENERAL SERVICE (GS)

APPLICABILITY:

Applicable in all territories served by Company.

GENERAL SALES RATE

AVAILABILITY

Available to all ~~customers provided that~~ customer accounts provided that:

(1) Customer consumes at least 300 Mcf per year, but less than 15,000 Mcf per year between September 1 and August 31.

(2) All Human Needs customer accounts that consume at least 300 Mcf per year between September 1 and August 31.

Annual consumption for Customers served hereunder will be reviewed each August 31st. Non-Human Needs customer accounts that consume 15,000 Mcf or more per year are only eligible for service under rate schedules General Transportation Service (GTS) or Large General Transportation Service (LGTS).

First 25 Mcf per account per month	$1.7183 per Mcf
Next 75 Mcf per account per month	$1.3000 per Mcf
Over 100Mcf per account per month	$1.0325 per Mcf

A 'Customer Charge' of $22.50 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 total Company fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder

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, but less than 15,000 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st. Customer accounts that consume 15,000 Mcf or more per year are only eligible for service under rate schedules General Transportation Service (GTS) or Large General Transportation Service (LGTS).

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 V, Part No. 3 of the Company's Rules and Regulations governing the distribution and sale of gas.

(1) ~~Gas Cost Recovery;~~Standard Sales Offer Rider;
(2) PIP Plan Tariff Schedule Rider;
(3) Uncollectible Expense Rider;
(4) Gross Receipts Tax Rider;
(5) Excise Tax Rider;
(6) ~~CHOICE[SM] Program Sharing Credit; and~~CHOICE/SSO Reconciliation Rider;
(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, as provided in Section IV, Part No. 6 of the Company's Rules and Regulations governing the distribution and sales of gas.

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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~~Human Needs Customer that has not selected a CHOICE program or Transportation Service program supplier, 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	$ 0.4110 per Mcf
Next 13,000 Mcf per account per month	0.2520 per Mcf
Next 85,000 Mcf per account per month	0.2200 per Mcf
Over 100,000 Mcf per account per month	0.1740 per Mcf

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

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.

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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.

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;~~Standard Sales Offer Rider (SSO);
(2) PIP Plan Tariff Schedule Rider;
(3) Gross Receipts Tax Rider;
(4) Excise Tax Rider;
(5) ~~CHOICE[SM] Program Sharing Credit; and~~CHOICE/SSO Reconciliation Rider
~~(6) 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, as provided in Section IV, Part No. 6 of the Company's Rules and Regulations governing the distribution and sales of gas.

STANDARD SALES OFFER RIDER (SSO)

APPLICABILITY:

To all customers provided gas service under Company's Small General Service Rate; Small General Schools Sales Rate; General Sales Rate; General Schools Sales Rate and Large General Service Rate.

SSO Rider:

$ 0.0000 Rate per 100 cubic feet for all gas consumed each billing period. Company's monthly SSO Rider will computed each month based on the NYMEX final settlement price for the month plus the Retail Price Adjustment determined through the SSO Auction converted from dollars per Mcf to dollars per Ccf for billing purposes.

~~THIS SHEET IS RESERVED FOR FUTURE USE~~

Ninety-~~Fifth~~Sixth Revised Sheet No. 23
Cancels
Ninety-~~Fourth~~Fifth Revised Sheet No. 23

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

SUSPENDED

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 $~~9.4689~~0.0000 per Mcf will apply to all sales.

Filed in accordance with Public Utilities Commission of Ohio Order dated ~~December 3, 2008 in Case Nos. 08-0072-GA-AIR, 08-0073-GA-ALT, 08-0074-GA-AAM, and 08-0075-GA-AAM.~~

Issued: ~~February 24, 2009~~

Effective: ~~March 2, 2009~~

Issued By
J. W. Partridge Jr., President

~~Fourth~~ Fifth Revised Sheet No. 24

Cancels

COLUMBIA GAS OF OHIO, INC. ~~Third~~Fourth Revised Sheet No. 24

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

~~INTERIM, EMERGENCY AND TEMPORARY~~ PIP PLAN TARIFF SCHEDULE RIDER

APPLICABLE:

To all Customers ~~who were sales Customers~~accounts 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 $ 0.6065 per Mcf will apply to all tariff volumes of applicable customers.~~

All gas consumed per account per month	$ 0.6065 per Mcf

Filed ~~under the authority of the~~in accordance with Public Utilities Commission of Ohio ~~in Case No. 09-032-GA-PIP~~ Order dated

Issued: ~~March 3, 2009~~

Effective: ~~March 3, 2009~~

Issued By
J. W. Partridge Jr., President

CHOICE/SSO RECONCILIATION RIDER ("CSRR")

APPLICABILITY

Applicable to all volumes delivered under rate schedules SGS, GS and LGS.

DESCRIPTION

An additional charge or credit, for all gas consumed, to recover or pass back to customers all imbalances in gas cost expense and recoveries. Gas cost expense includes, but is not limited to, the Company's unrecovered gas cost balance prior to the SSO program; capacity costs; commodity costs; penalty charges; base chip gas costs that remain to be recovered; storage carrying costs and regulatory assessments. Recoveries include, but are limited to, revenue received from the sale of gas to SSO providers and TS customers; revenue received through the provision of balancing service(s); refunds; penalty revenue; Balancing Service Restriction Revenue; Off-System Sales and Capacity Release Sharing Revenue; and revenue from operational sales. In addition this mechanism with provide for reconciliation of all variances between projected and actual pass back or recoveries through this rider.

RATE

All gas consumed per account per month	$ 0.0000 / Mcf

~~THIS SHEET IS RESERVED FOR FUTURE USE~~

SECTION VI – ~~GAS~~ TRANSPORTATION 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. "Agent" means a Marketer that Customer has authorized to act on its behalf by executing the Company's Appointment of Agent form.

C. ~~B.~~ **"Aggregation Pool"** means ~~those~~the group of Customers ~~within a Marketer's Gas Transportation Service Customer Group located within the same Columbia Gas Transmission Corporation market area~~that Agent establishes pursuant to Aggregation Service.

D. ~~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.

E. ~~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.

F. ~~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.

~~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.~~

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

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.

I. **"Company"** means Columbia Gas of Ohio, Inc.

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

K. **"Customer"** means any individual, governmental, or corporate entity taking ~~transportation service~~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."

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~~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.~~

L. **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.

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

N. **"Daily Demand"** means Customer or Aggregation Pool demand on any day.

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~~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.~~

~~O "Customer's Maximum Daily Requirement" means Customer's maximum estimated usage during any 24-hour period as determined by Company.~~

~~P "Daily Demand" means Customer or Aggregation Pool demand on any day.~~

<u>O.</u> ~~Q~~ **"Day"** means 24-hour period beginning at 9:00 a.m. central clock time.

<u>P.</u> ~~R~~ **"Dekatherm"** or **"Dth"** means one million British thermal units (Btu's).

~~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.~~

<u>Q.</u> ~~T~~ **"Design Demand"** means the Customer demand on a day with Design Temperature.

<u>R.</u> ~~U~~ **"Design Temperature"** means the coldest daily temperature for which Columbia plans capacity and supply.

~~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.~~

<u>S.</u> ~~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.~~

<u>T.</u> ~~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.~~

U. **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.

V. **"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).

Z. **"Mcf"** means one thousand cubic feet of natural gas.

AA. **"Marketer"** means gas supplier under the Transportation Service program.

BB. **"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.

CC. **"NYMEX"** means the New York Mercantile Exchange.

DD. **"Pipeline Scheduling Point" (PSP)** means (i) a single delivery point or set of delivery points grouped or designated by an intrastate or interstate pipeline for purposes of scheduling gas supplies for delivery by such pipeline; or (ii) a single delivery point or set of delivery points grouped or designated by the Company for operational purposes. Unless otherwise specified, references to Pipeline Scheduling Points in this tariff shall refer to the Pipeline Scheduling Points of Columbia Gas Transmission, LLC. Unless otherwise specified, the Company shall utilize the Pipeline Scheduling Points of Columbia Gas Transmission, LLC for the purposes of developing Demand Curves

2. 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 7 or 8, twenty-four hours a day, seven days a week. Pursuant to Part 9, 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 per the terms of a service for which the Customer has contracted, 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 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.

~~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.~~

~~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).~~

~~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.~~

~~CC "**Mcf**" means one thousand cubic feet of natural gas.~~

~~DD "**Marketer**" means gas supplier under the Gas Transportation Service program.~~

~~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, 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.~~

EE. ~~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.~~

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

GG. ~~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.

HH. "Storage" or "Storage Capacity" means TCO Firm Storage Service (FSS) and Storage Service Transportation (SST) capacity, unless otherwise specified.

II. ~~JJ~~ "**Standby Service**" means a type of ~~Backup Service~~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.

JJ. "TCO means Columbia Gas Transmission, LLC.

~~3.~~ SERVICE AGREEMENT (continued)

The benefits and obligations of the Service Agreement shall begin when Company commences to ~~supply gas service~~provide Transportation 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.

4. 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~~Customer's Annual Transportation Volume and Maximum Daily Quantity 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 Customer's meter.

5. MEASUREMENT

A. **Heat Content Adjustment.** When Company receives Customer's gas from an interstate pipeline on a 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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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.

7. 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~~Standby Service for which Customer has contracted, plus any additional volumes that Company, in ~~it's~~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 8 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~~an Aggregation Pool shall equal the sum of the Authorized Daily Volumes (including ~~Backup~~Standby Service) for each ~~group member located within such Local Usage Area~~Customer in the Aggregation Pool.

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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 by Company to Customer or Aggregation Pool are in excess of the Authorized Daily Volume on any day ~~on~~in which the Company requires Customer or Aggregation Pool to limit gas consumption to ~~that~~its Authorized Daily volume, Customer or the Aggregation Pool shall be liable for all penalties and fines incurred by Company as a result of ~~Customer's deliveries~~usage in excess of ~~its~~the 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~~Customers and Aggregation Pool Marketers of any consumption limitations imposed by the Company ~~upon such member~~ pursuant to this Part 7 by posting such notice on its ~~Gas Transportation related~~designated internet based website.

8. INTERRUPTION

Notwithstanding the provisions of Part 7 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 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~~downstream of the same ~~local market area~~PSP is threatened.

In addition, where a ~~transportation customer~~Transportation Service Customer or its Agent delivers gas to Company at a receipt point that is located ~~in a local market area~~downstream of a PSP other than the ~~local market area~~PSP 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) or Design Daily Quantity (DDQ), 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~~located downstream of the same ~~local market area~~PSP, 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, 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 7 and this Part 8.~~

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 8.

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

~~interruption pursuant to this Part8, 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.~~

~~9. VOLUME BANKING AND BALANCING~~
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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. Customers may only elect to change bank tolerance levels 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. Customer must execute a new Service Agreement with the Company in order to change bank tolerance levels. The revenues derived from this service will be credited to Columbia's Gas Cost Recovery Rate. If customer does not elect a specific percentage for a monthly bank tolerance, Columbia will assume eight percent for SGTS and GTS customers and four 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.~~

~~D~~ ~~**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~~

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

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~~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.~~

~~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.~~

~~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 2. 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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RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

~~10.~~1. DEFICIENCIES IN DELIVERIES TO COMPANY

Any volumes of gas that are ~~delivered~~consumed by ~~Company to~~ Customer in any monthly billing cycle that are *in excess of the sum total of: (1) Customer's ~~volume bank~~Volume Bank from the previous month, plus (2) any* volumes delivered to Company by Customer or its Agent for that billing cycle, ~~plus~~ (3) any volumes available to Customer ~~under a Backup~~via Gas Transfer Service, (4) any volumes available to Customer via Monthly Bank Transfer Service (5) any volumes available to Customer under a Standby Service, shall be considered a deficiency in deliveries.

~~11.~~2. 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.

~~12.~~3. 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.

13. CHARGES FOR THIRD PARTY SERVICES

If furnishing service to Customer pursuant to this tariff requires Company to use ~~transportation service~~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.

14. PROVISION FOR HUMAN NEEDS AND PUBLIC WELFARE CUSTOMERS

Customers who are Human Needs and Public Welfare Customers, as described in Section IV, Part ~~1. A.(1)~~1, are required to ~~either~~ have installed operable alternate fuel equipment and available fuel quantities 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.~~ . Human Needs Customers on Transportation Service must inform Company if they have alternate fuel capabilities, or they will be billed the otherwise applicable Standby Service charges to meet 100% of their estimated usage needs This requirement shall not apply to any meter that serves only uses which are not classified as Human Needs and Public Welfare Customers.

15. OPTIONAL SERVICES

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

16. 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~~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~~Service Agreement; and

I. For nonpayment of charges ~~for transportation service or for gas sold to Customer~~owed Company, including nonpayment of late payment charges or security deposits and financial assurances required as a condition for continued service, upon five (5) days written notice to Customer.

J. When Customer or its Agent has failed to deliver any gas to the Company for a span of more than five consecutive days in any billing month when it can be demonstrated that Customer consumed gas on one or more days during such span of time.

17. OPERATION AND MAINTENANCE COSTS

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.

18. 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.

19. OBLIGATION TO SERVE FOLLOWING TERMINATION OF TRANSPORTATION AGREEMENT

Following the cancellation of any service agreement entered into under ~~part~~Part 3 hereof, and the termination of ~~gas transportation service~~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~~Standard Service Offer (SSO) rate, except to the extent that Customer has contracted for ~~Backup~~Standby Service.

The Company may provide gas from the ~~GCR~~SSO regulated system supply to former ~~transportation~~*Transportation Service or bypass customers* - *(i) if such provision does not negatively impact* the ~~GCR~~SSO rate for continuing ~~GCR-~~SSO served ~~customers~~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-~~SSO served customers; or (iii) if the former ~~transportation~~Transportation Customers or bypass ~~customers~~Customers absorb the increased cost incurred by Company to obtain additional supplies and/or capacity to serve such customers. In the event the Customer has contracted for Standby Service, all terms and conditions of Company's Standby Service Rate Schedule shall apply.

20. 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.

24. AGGREGATION SERVICE

This service is for ~~marketers, brokers, agents, producers or customer groups (~~Agent(s)~~)~~ that have been engaged by ~~customers~~Customers receiving ~~transportation service~~Transportation Service from the Company to be responsible for the delivery of natural gas to the Company's city gates on behalf of ~~customers~~Customers. This service provides for the aggregation of ~~customers~~Customers by ~~the~~their Agent for purposes of scheduling and nominating gas, banking and balancing, and compliance with ~~Operational Flow Orders and Operational Matching Orders. All agents~~Balancing Service Restrictions. All Agents who wish to act on behalf of ~~customers~~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~~Agents to deliver to the Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the requirements of ~~transportation customers~~Transportation Customers that comprise the membership of the Aggregation Pool for participation in the Company's ~~transportation~~Transportation Service program.

(B) **Aggregation Pool.** Agents will be allowed to establish one or more ~~customer aggregations~~Aggregation Pools. Customers in an Aggregation Pool must be located within the same ~~Columbia Gas Transmission Market Area~~Pipeline Scheduling Point (PSP). The Aggregation Pool referred to herein shall mean the customer group that Agent establishes under the ~~service agreement~~Aggregation 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~~Agent must execute and comply with an Aggregation Service Agreement, and comply with any applicable tariff provisions. The failure of the Agent to satisfy this condition will render the Agent ineligible to deliver gas supplies to the Company for those Customers' that are members of the applicable Aggregation Pool(s). Any subsequent failure of Agent to comply may result in the termination of service to Agent under Aggregation 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.~~

The benefits and obligations of the Aggregation Service Agreement shall begin when Company commences Aggregation Service to Agent. 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 of

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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.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

24. 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~~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~~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~~Aggregation Service 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. 24(D)(2) of this tariff are not required to provide bond or other financial security instrument in order to participate in this ~~aggregation~~Aggregation Service program unless based upon the Company's creditworthiness assessment, the

24. 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~~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~~Aggregation Service program in the event of the Agent's default. Such indemnification shall be demonstrated to the Company through Agent's ~~customers~~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~~Aggregation Pool on a pro rata basis based on the ratio of each ~~customer~~Customer's gas usage to the usage of all ~~customers~~Customers participating in that ~~aggregation pool~~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~~BSR charges, gas transfer service fees, monthly bank transfer ~~service~~ fees, or other charges billed to the ~~aggregation marketer~~Agent. Prior to billing the Agent's ~~customers~~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~~Customers via facsimile, e-mail or regular mail of its intention to directly invoice the Agent's ~~customers~~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~~Customer so long as the Agent continues to be entitled to aggregate under its Aggregation Service 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~~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 Service 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. 24(D)(3) of this tariff may be required to provide bond or other financial security instrument in order to participate in this ~~aggregation~~Aggregation Service 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

24. AGGREGATION SERVICE (continued)

has a continuing responsibility to conduct its business in a legal and ethical manner. If, as a result of ~~customers~~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 Service Agreement.

Additional terms of service under Part 24(D)(3) shall be mutually agreed upon by the Company, Agent, and, if applicable, the Customer.

(E) **Enrollment and Removal.** Agents may enroll Customer accounts in an Aggregation Pool by written notice to the Company at least 30 days prior to commencement of the month in which enrollment is to be effective. The written notice shall be in the form an Appointment of Agent agreement. A Customer may remove itself from an Aggregation Pool by written notice of removal to the Company at least 90 days prior to the commencement of the month in which the removal is to be effective. Agents may also remove any Customer from its Aggregation Pool by written notice of the removal to the Company and the Customer at least 90 days prior to the commencement of the month in which the removal is to be effective. The written notice must include the Aggregation Pool number, Customer name, facility address and the Customer's Company account number.

(F) ~~(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~~Customers that comprise the ~~agent~~Agent's Aggregation Pool. The ~~agent~~Agent will use their best efforts to maintain a balance between deliveries and aggregate ~~customer~~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~~Customer requirements.

(G) ~~(F) Volume~~ **Banking and Balancing Service.** Agents may aggregate all participants' ~~annual contract volumes~~Annual Transportation Volumes and applicable ~~customer~~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 terms of the Company's ~~P.U.C.O. Tariff No. 2, Part 9.D~~Banking and Balancing Service, with all imbalances being the sole responsibility of the Agent.

Agent(s) may ~~also~~ make monthly bank transfers ~~of gas~~ between Aggregation Pools in accordance with the terms of the Company's ~~P.U.C.O. No. 2, Part9.E, Pool-to-Pool transfers. All Pool-to-Pool~~Banking and Balancing Service and may also make transfers of gas pursuant to the terms of the Company's Gas Transfer Service. All transfers of gas and of monthly bank volumes performed in accordance with this paragraph and other tariff provisions will be billed directly to the Agent.

(G) ~~**Operational Flow Orders and Operational Matching Orders**~~Balancing Service Restrictions (BSRs). All Aggregation Pools are subject to the Company's issuance of BSRs pursuant to the provisions found in P.U.C.O. Tariff No. 2, ~~Parts 21 and 22~~Section VI, 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~~Agent's total obligation.

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24. AGGREGATION SERVICE (continued)

(I) **Force Majeure.** Neither of the parties to the Aggregation 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.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

~~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.~~

~~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.~~

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

~~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~~

THIS SHEET IS BEING RESERVED FOR FUTURE USE

~~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.~~

~~23. 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 24 of this tariff).~~

~~Columbia may issue Operational Warnings when nominations it receives from Customers (or their Agents) served under rate schedules SGTS, GTS 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.~~

<u>THIS SHEET IS BEING RESERVED FOR FUTURE USE</u>

~~(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~~

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

~~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~~

F. Operational Warnings and Operational Alerts

Company may issue Operational Warnings when the nominations it receives from Customers (or their Agents) appear to be sufficient to preclude the need to issue a BSR, but based on operational and weather conditions Company needs Customers and their agents to maintain the then current level of gas deliveries to Company's system. An Operational Warning gives notice that changes in nominations or deliveries may lead Company to issue a BSR. Operational Alerts may be issued when information received by Company indicates that nominations from Customers and their agents appear to differ from Company-projected Customer demand by an amount that cannot be accommodated by Company within the capacity and/or supply that it has call upon on a firm basis at that time. An Operational Alert gives notice that absent changes in nominations or deliveries, Company may issue a BSR. Company will utilize its best efforts to issue Operational Warnings and/or Operational Alerts prior to the issuance of a BSR.

In the event that an Operational Warning, Operational Alert, or BSR is necessary Company shall do the following:

(1) Provide notice of the Operational Warning, Operational Alert, or BSR by 4:00 p.m. ECT of the day prior to the Gas Day affected by the Operational Warning, Operational Alert or BSR and shall specify the nature of the situation creating the need for the Operational Warning, Operational Alert or BSR. The notice of a BSR shall indicate: (1) the exact actions required of Customers and their Agents; (2) deadlines for compliance; and, (3) the anticipated duration of the BSR.

(2) The notice of an Operational Alert or BSR may be provided later than 4:00 p.m. ECT if the following three conditions are satisfied: (i) the nominations by Customers or their Agents that Company initially relied upon to assess the need to call a BSR have changed; (ii) Company issued an Operational Warning prior to 4:00 P.M. ECT; and (iii) if such nomination changes would prompt a need to issue a BSR. The notice of an Operational Alert or BSR 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 BSR issued by Company as a result of a critical upstream pipeline force majeure condition may be applied only to the PSP(s) affected by the force majeure condition. Should Company receive notice of a force majeure event from a critical upstream pipeline, the extension of the deadline for notice specified above shall only apply to those ~~market area~~PSP(s) affected by the notice of force majeure. If notice of an Operational Alert~~, OFO~~ or ~~OMO~~BSR is delayed for any of the reasons specified in this section, ~~Columbia~~ Company shall issue the notice at its earliest opportunity after 4:00 pm ECT.

G. Transmittal and Content of BSR Notices, Operational Warnings and Operational Alerts

~~(C)~~ ~~Columbia~~Company shall post notice of the Operational Warning, Operational Alert, ~~OFO~~ and/or ~~OMO~~BSR on the informational portion of ~~Columbia's~~its interactive Website. In addition, ~~Columbia~~Company 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~~Company with the current e-mail address of the party designated to receive such notification and to update such email addresses as necessary. ~~Columbia~~Company will also advise the Commission whenever it issues ~~an OFO or OMO~~a BSR.

~~(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;~~

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~~(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~~a BSR, Company shall post on its Website daily updates about the status of operations and the forecasted duration of the ~~OFO and/or OMO.(F)~~ BSR. Following the issuance of ~~an OFO and/or OMO, Columbia~~a BSR, Company 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. 21 and 22 of this tariff.~~BSR.

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Cancels
~~Third~~Fourth Revised Sheet No. 49

COLUMBIA GAS OF OHIO, INC.

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~~25. TRANSPORTATION RATES~~

~~SMALL GENERAL TRANSPORTATION SERVICE (SGTS)~~

~~APPLICABILITY~~

~~Applicable in all territories served by Company.~~

~~CHARACTER OF SERVICE~~

~~On any day, Company shall deliver Customer's Authorized Daily Volume of gas (as defined in Part 7 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 8 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:~~

	~~December 3, 2008 – December 2, 2009~~	~~On and After December 3, 2009~~
~~All gas consumed per account per month~~	~~$.7911 per Mcf~~	~~$.0000 per Mcf~~
~~Monthly Delivery Charge per account~~	~~$12.16 per Month~~	~~$17.81 per Month~~

~~SMALL GENERAL SCHOOLS TRANSPORTATION SERVICE DELIVERY CHARGE~~

~~AVAILABILITY~~

THIS SHEET IS BEING RESERVED FOR FUTURE USE

~~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.~~

~~Third~~Fourth Revised Sheet No. 50
Cancels
~~Second~~Third Revised Sheet No. 50

COLUMBIA GAS OF OHIO, INC.

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:~~

	~~December 3, 2008 - December 2, 2009~~	~~On and After December 3, 2009~~
~~All gas consumed per account per month~~	~~$.7515 per Mcf~~	~~$.0000 per Mcf~~
~~Monthly Delivery Charge per account~~	~~$11.55 per Month~~	~~$16.02 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.~~

~~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.~~

~~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 on Sheet 41. The calculation of charges when deliveries are less than customers usage are set forth under Parts 9 and 10 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 9 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 8 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~~

THIS SHEET IS BEING RESERVED FOR FUTURE USE.

~~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.~~

~~First~~Second Revised Sheet No. 51
Cancels
~~Original~~First Revised Sheet No. 51

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

~~Charges~~

THIS SHEET IS BEING RESERVED FOR FUTURE USE.

~~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 1 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, as provided in Section IV, Part No. 6 of the Company's Rules and Regulations governing the distribution and sale of gas.~~

Filed in accordance with Public Utilities Commission of Ohio Order dated ~~December 3, 2008 in Case Nos. 08-0072-GA-AIR, 08-0073-GA-ALT, 08-0074-GA-AAM, and 08-0075-GA-AAM.~~

Issued: ~~December 3, 2008~~

Effective: ~~December 3, 2008~~

Issued By
J. W. Partridge Jr., President

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

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

GENERAL TRANSPORTATION SERVICE (GTS)

APPLICABILITY

Applicable in all territories served by Company.

CHARACTER OF SERVICE

On any day, Company shall deliver Customer's Authorized Daily Volume of gas (as defined in Part 7 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~~Pipeline Scheduling Point in which Customer's facilities are located, that portion of Customer's Authorized Daily Volume is interruptible as described in Part 8 hereof.

GENERAL TRANSPORTATION SERVICE DELIVERY CHARGE

AVAILABILITY

Available to ~~any non-residential customer~~the following types of Customer accounts, provided that service can be rendered within the limits of the Company's operating conditions and ~~facilities, and provided that customer consumes at~~facilites:

(1) any Human Needs Customer accounts that comply with Section VI, Part 14 with annual usage of at least 15,000 Mcf per year between September 1 and August 31;
(2) any non-residential Customer accounts with annual usage of at least 15,000 Mcf per year between September 1 and August 31; and
(3) to asphalt plant and grain dryer Customer accounts with annual usage of least 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:

First 25 Mcf per account per month	$1.7183 per Mcf
Next 75 Mcf per account per month	$1.3000 per Mcf
Over 25 Mcf per account per month	$1.0325 per Mcf

A Customer Charge of $22.50 per account per month, regardless of gas consumed.

~~GENERAL SCHOOLS TRANSPORTATION SERVICE DELIVERY CHARGE~~

~~AVAILABILITY~~

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

COLUMBIA GAS OF OHIO, INC.
53

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

~~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 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 total Company fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

~~Third~~Fourth Revised Sheet No. 54
Cancels
COLUMBIA GAS OF OHIO, INC. ~~Second~~ Third Revised Sheet No. 54

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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 15,000 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 the 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;
(1) ~~(2)~~ Uncollectible Expense Rider;
(2) ~~(3)~~ Gross Receipts Tax Rider;
(3) ~~(4)~~ Excise Tax Rider; and
(4) ~~(5)~~ 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 9 and 10 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 9 of this tariff. The rate for this service is set forth on Sheet 66.~~

~~FULL REQUIREMENTS SERVICE~~
UNACCOUNTED FOR GAS

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

~~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 8 hereof) or where service to human needs customers is threatened, and reserves for Customer the right to purchase General Service Rate sales gas.~~

Company will retain a percentage of all volumes of gas 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.

~~**Annual Supply Backup**~~

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.

~~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.~~

~~First~~Second Revised Sheet No. 55
Cancels
~~Original~~First Revised Sheet No. 55

COLUMBIA GAS OF OHIO, INC.

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 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 1 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.~~

THIS SHEET IS BEING RESERVED FOR FUTUE USE.

COLUMBIA GAS OF OHIO, INC.

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, as provided in Section IV, Part No. 6 of the Company's Rules and Regulations governing the distribution and sales of gas.~~

THIS SHEET IS BEING RESERVED FOR FUTURE USE.

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. Human Needs customer accounts that comply with Section VI, Part 14 and that have consumed 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. ~~2. Customer's~~All other customer accounts with 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.

4. ~~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.

5. ~~4.~~ Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 1 through 26.

In the event that Customer no longer qualifies for service hereunder, Company may 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.

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 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 9 and 10 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 9 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 in Part 8 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.~~

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.

~~**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 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 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.~~

THIS SHEET IS RESERVED FOR FUTURE USE

STANDBY SERVICE

APPLICABILITY

Applicable throughout the territory served by Company.

AVAILABILITY

a. Standby Service is an optional service available to Transportation Service Customers under Rate Schedules GTS and LGTS.

b. 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 in Part 8 hereof) or where service to Non-Transportation Service 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.

c. 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.

d. Annual Standby Volume. 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.

e. Customer may request Standby Service, or a change in the level of Standby Service, upon written notice to Company on or before the preceding January 2. Company will approve or deny any request by Customer, to be effective as of the beginning of its April billing cycle, on or before the preceding January 2, as soon thereafter as practicable

CHARGES

a. **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 FSS and SST contracts with Columbia Gas Transmission, LLC (TCO) plus applicable gross receipts taxes.

b. **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 Standby Volumes delivered to Customer will be billed at the applicable TCO Monthly Index, adjusted for TCO SST Commodity, TCO SST retainage, TCO FSS injection and withdrawl charges and TCO FSS retainage, plus applicable 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.

~~THIS SHEET IS RESERVED FOR FUTURE USE~~

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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~~Transportation Service Customers on Columbia Gas of Ohio's system, and/or their ~~agents~~Agents, served under rate schedules ~~SGTS,~~ GTS and LGTS, that provides for the transfer of gas quantities from one ~~customer/agent~~Customer/Agent ("transferor") account to another ~~customer/agent~~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 sub-paragraph (e) below.

b) Transfers may occur between a transferor and a transferee located within the same ~~Columbia Gas Transmission Market Area~~Pipeline Scheduling Point (PSP) with confirmed deliveries on the same transmission pipeline. Requests to transfer gas from a transferor in one ~~Market Area~~PSP to a transferee in a different ~~Market Area~~PSP may only occur in accordance with an allowable transfer matrix, which will be posted on ~~Columbia~~Company's web site. Changes to the allowable transfer matrix shall be posted by ~~Columbia~~Company 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 9, section E on sheet 42 of Columbia's tariff.~~A transfer request may not be accepted by the Company if such transfer would cause the transferor and/or transferee to incur imbalance charges.

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~~Customers and/or their Agents also remain able to effectuate monthly bank transfers pursuant to the provisions contained in Company's Banking and Balancing Service.

~~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.~~

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

~~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.~~

e) Customers and/or their Agents must rely on Customer usage posted daily on the Company's website. The Company shall post Customer usage on its Internet-based website as soon as practicable after the end of each Gas Day throughout the billing cycle. All customer usage will be posted on a best efforts basis by 5:00 P.M. Eastern time on the second business day following the end of the previous calendar month.

~~f)~~ All gas transfer requests must be ~~fully~~accurately completed and executed by both the transferor and transferee and submitted to ~~Columbia~~Company on ~~Columbia~~Company's standard Gas Transfer Request Form~~.~~ by 5:00 P.M. Eastern time on the third business day following the end of the previous calendar month

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

SECTION VI ~~-GAS~~ TRANSPORTATION SERVICE

GAS TRANSFER SERVICE

g) ~~g)~~ ~~Columbia~~Company 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~~Company.

h) The gas transfer service does not relieve Customer and/or its Agent of their obligation to deliver gas to Company to the Pipeline Scheduling Point in which they or their customers reside.

RATES

~~Columbia~~Company 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. The unit will be either Dth or Mcf, depending upon the supply source being transferred.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

CONTRACT# ________

TRANSPORTATION 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)~~Section VI 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 (GTS or LGTS), and the service and levels of said services to be rendered, shall be set forth in Section 7 of this Transportation Service Agreement ("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, changed 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.~~2, or unless terminated pursuant to the Company's Rules and Regulations Governing the Distribution and Sale of Gas.

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~~Standby 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~~Standby 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.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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.

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~~, LLC (TCO)
2) Other Point(s) of Receipt:

B. FACILITY ADDRESS:___________________________________

PCID________________________________

~~C. Type of Business~~	~~D. Volume Detail: To be completed by Marketer/Customer~~ ~~*Notice of change must be received on or before January 2, to be effective for the April billing cycle.~~ C. Type of Business		D. Volume Detail: To be completed by Marketer/Customer *Notice of change must be received on or before January 2, to be effecti the April billing cycle.			
~~Description of Business:~~	~~Alternate~~ Description of Business: ~~Fuel: Type~~	Alternate Fuel Type: ~~Percent %~~ Alternate Fuel Volume and/or %:	* ~~Purchase~~ ~~Firm~~ Standby Service ~~from COH~~: . YES	~~Percent (%) of Firm Service or Volume %~~	*Monthly Bank Tolerance % 0% 1% 2%	*(ci A n M D (I C m

1 If a Monthly Bank Tolerance is not selected, the default is 4%.

CUSTOMER NOTICES: (Mailing address for Contract) *(Please Print)*	
Company Name:	
dba (if applicable):	
Address:	
City, St, Zip:	
Attn:	Title:
Telephone #: ( ) -	
Fax #: ( ) -	
E-mail Address:	

~~Notices~~ COMPANY 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.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

CUSTOMER	COLUMBIA GAS OF OHIO, INC.
By: ______________________	By: ______________________
(Signature)	(Signature)
Printed: ______________________	Printed: ______________________
Title: ______________________	Title: ______________________

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

~~DO NOT WRITE BELOW THIS LINE – For Columbia Personnel Only – NOTE All Max Day & Annual Volumes Updated Annually~~

~~New Customer~~ ~~New Facility~~ ~~Replacement~~	~~Max Day Winter Vol. (Mcf)~~	~~Max Day Summer Vol (Mcf)~~	~~Annual Transport Vol (Mcf)~~	~~Monthly Bank Tolerance~~	~~Firm Service Daily Vol Supplemental (Mcf)~~ ~~Standby (Dth)~~	~~Firm Service Annual Vol Supplemental (Mcf)~~ ~~Standby (Dth)~~	
~~PSID#~~	~~Area Office#~~	~~DIS Meter Read Schedule~~ ~~Unit/Book~~	~~SIC Code~~	~~TCO MLI~~	~~GMB#~~ ~~MiS#~~	~~POD#~~	~~Invoice# -~~ ~~Combined~~ ~~Separate~~

THIS SHEET IS BEING RESERVED FOR FUTURE USE.

First Revised Sheet No. 66a
Cancels
Original Sheet No. 66a

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

~~GAS TRANSPORTATION SERVICE~~

~~VOLUME~~ BANKING AND BALANCING SERVICE

~~CUSTOMERS SERVED UNDER RATE SCHEDULES (SGTS) AND (GTS)~~

APPLICABILITY~~:~~

Applicable ~~in all territories~~throughout the territory served by the Company.

AVAILABILITY~~:~~

~~Available to all transportation customers that contract for service under this rate schedule.~~

~~RATE:~~

~~Customers that subscribe for this service will be billed the applicable rate per Mcf on all volumes delivered which corresponds to the level of balancing service set forth in their service agreement. These rates will be updated concurrent with the Company's Gas Cost Recovery filings to reflect changes in supplier rates contained herein.~~

~~Monthly Bank Tolerance - Maximum Percent of Annual Contract Volumes~~	~~Rate Per Mcf For All Volumes Transported~~
~~0.8%~~	~~$.0090 per Mcf~~
~~1.6%~~	~~$.0128 per Mcf~~
~~3.2%~~	~~$.0206 per Mcf~~

a. Banking and Balancing Service is an optional service that is available, on a non-firm basis, to Customer accounts subscribing to Transportation Service under Rate Schedule GTS or LGTS, including Customer accounts that are part of marketer Aggregation Pools.

~~4.8%~~ ~~$.0279 per Mcf~~

b. Banking and Balancing Service will be available when the Customer has executed a Service Agreement or an Addendum to its Service Agreement with the Company, under which the Company agrees to provide Banking and Balancing Service to Customer. Customers may elect to change monthly bank tolerance levels once per year. Notification of a change must be provided to Company no later than January 2 with service effective the following April 1.

~~6.4%~~ ~~$.0357 per Mcf~~

c. A Customer may subscribe to Banking and Balancing Service to account for the Company's balancing of daily differences between gas delivered into the Company's system on the Customer's behalf and volumes consumed by the Customer.

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.~~ in accordance with Public Utilities Commission of Ohio Order dated

Issued: ~~January 28, 2008~~

Effective: ~~With Bills Rendered April 1, 2009~~

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

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

~~8.0%~~ ~~$.0433 per Mcf~~

d. Customer's gas volumes received by the Company but not delivered to the Customer at its facilities on any given day shall be referred to as "banked volumes" or a "Volume Bank." A Customer shall be permitted to add supply quantities to its Volume Bank or draw supply quantities from its Volume Bank on a non-firm basis, subject to the provisions of this Banking and Balancing Service section.

e. The monthly bank tolerance levels that are available under this Rate Schedule are 4%, 3%, 2%, 1% or 0% of a Customer's Annual Transportation Volume (ATV). If Customer does not elect a specific percentage for a monthly bank tolerance level, Company will assume 4%.

f. The monthly bank tolerance level elected by a Customer will represent the maximum allowed Volume Bank at the conclusion of each billing month with the exception of October. For each October billing cycle, Customer's maximum allowed Volume Bank will be limited to 50% of a Customer's selected monthly bank tolerance level.

g. Each monthly billing cycle, Customer increases and decreases in Volume Banks will be limited to 1% of Customer's ATV.

h. The ability of a Customer to access or build a Volume Bank will be subject to restriction, in whole or in part, via Company's imposition of Balancing Service Restrictions (BSR). Customers agree to comply with such BSRs for the duration(s) and to the extent directed by Company.

i. The monthly bank tolerance charges derived from this service shall flow through the Company's CHOICE/SSO Reconciliation Rider (CSRR).

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

~~GAS TRANSPORTATION SERVICE~~

~~VOLUME BANKING AND BALANCING SERVICE~~

~~CUSTOMERS SERVED UNDER RATE SCHEDULES (SGTS) AND (GTS)~~

~~APPLICABILITY:~~

~~Applicable in all territories served by Company.~~

~~AVAILABILITY:~~

~~Available to all transportation customers that contract for service under this rate schedule.~~

~~RATE:~~

~~Customers that subscribe for this service will be billed the applicable rate per Mcf on all volumes delivered which corresponds to the level of balancing service set forth in their service agreement. These rates will be updated concurrent with the Company's Gas Cost Recovery filings to reflect changes in supplier rates contained herein.~~

BALANCING SERVICE RESTRICTIONS

~~Monthly Bank Tolerance - Maximum Percent of Annual Contract Volumes~~	~~Rate Per Mcf For All Volumes Transported~~
~~One Percent~~	~~\$.0090 per Mcf~~
~~Two Percent~~	~~\$.0126 per Mcf~~
~~Four Percent~~	~~\$.0198 per Mcf~~
~~Six Percent~~	~~\$.0270 per Mcf~~

A. Definition

A Balancing Service Restriction (BSR) is a demand for specific action by, or on behalf of a Customer or its Agent. A BSR will direct a Customer or its Agent to adjust its consumption or its daily confirmed supply volumes such that the confirmed supply volumes delivered to Company's system will, as closely as practicable, match the Customer's daily consumption or a specified portion thereof. All Customers or their Agent are subject to Company's issuance of BSRs. The issuance of a BSR may result in a partial or complete restriction of Company's non-firm banking and balancing service. A BSR may be issued on a system-wide basis, by Pipeline Scheduling Point (PSP), by a Company-determined geographic area as appropriate under the circumstances, or by individual customer or Agent.

B. Criteria

Company shall have the authority to issue a BSR whenever it has a reasonable basis for concluding, based on then currently available information, that the capacity and supply that it has call upon on a firm basis to provide its balancing of services to Choice/SSO Suppliers, and its standby service to TS customers will be insufficient to simultaneously satisfy the sum of Company's firm service obligations and the non-firm banking and balancing requirements of its Customers or their Agents.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

The operating conditions considered by Company when evaluating the need to issue BSRs shall include but not be limited to:

~~Eight Percent~~ ~~$.0344 per Mcf~~

1. actual and forecasted temperatures;
2. actual and estimated demand on Company's system;
3. daily storage injection and withdrawal *capability* that Company has call upon on a firm basis;
4. actual and estimated storage activity and storage inventory compared to the operating standards of Company's upstream service providers; and
5. uncertainty related to CHOICE/SSO Customer demand forecasts.

~~Ten Percent~~ ~~$.0414 per Mcf~~

In the event of a default of gas deliveries by a SSO/CHOICE Supplier, Company may issue a BSR for Under-Deliveries to ensure that Customers, or their Agents, are not under delivering during the period of time that Company is ensuring continuity of service to SSO/CHOICE customers.

The need for BSRs will typically be determined the day prior to the actual applicable Gas Day. The actual BSR level called for will generally be based on Company's estimate of its balancing capabilities for a given day(s) and Company shall terminate a BSR as soon as its operating conditions permit.

C. Types of BSRs

1. BSR For Under-Delivery – Company will specify the minimum amount of supply to be scheduled on behalf of a Customer for a given day(s).
2. BSR For Over-Delivery – Company will specify the maximum amount of supply to be scheduled on behalf of a Customer for a given day(s).

~~GAS TRANSPORTATION SERVICE~~

~~VOLUME BANKING AND BALANCING SERVICE~~

~~CUSTOMERS SERVED UNDER RATE SCHEDULE (LGTS)~~

~~APPLICABILITY:~~

~~Applicable in all territories served by Company.~~

~~AVAILABILITY:~~

~~Available to all transportation customers that contract for service under this rate schedule.~~

RATE:

Customers that subscribe for this service will be billed the applicable rate per Mcf on all volumes ~~delivered~~consumed which corresponds to the level of balancing service ~~set forth in their service agreement~~elected by the Customer. These rates will be updated concurrent with the Company's ~~Gas Cost Recovery~~Standard Sales Offer filings to reflect changes in ~~supplier~~ rates contained herein.

Monthly Bank Tolerance -Levels
Maximum Percent of Annual ~~Contract~~Transportation Volumes Consumed

Rate Per Mcf For All ~~Volumes~~ ~~Transported~~Volumes

~~One Half Percent~~0.0% $.~~0045~~0000 per Mcf

~~One Percent~~1.0% $.~~0063~~0062 per Mcf

2.0% $.0098 per Mcf

~~Two Percent~~3.0% $.~~0099~~0134 per Mcf

~~Three Percent~~ ~~$.0135~~4.0% $.0170 per Mcf

~~Four Percent~~ ~~$.0172 per Mcf~~

To meet competition and retain throughput, the Company may be required to flex the level of the Banking and Balancing Service rate to customers subject to this tariff.

~~Five Percent~~ ~~$.0207 per Mcf~~

IMBALANCE CHARGES

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

a. In any month when a Customer's deliveries to Company, when added to their available bank volume and applicable Standby Service quantities, are less than their usage, the incremental shortfall will be sold to the Customer at a price equal to 130% of the average of the TCO Daily Index prices for each day of the applicable month, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage), plus the gross receipts or other applicable taxes plus the applicable Company transportation. In addition, if, in any month, Company incurs other charges, including gas costs, penalty charges or cash-outs caused by excess monthly usage, the Customer shall be charged its pro rata share of such charges. All non-Company transportation revenue from such sales and charges paid by the Customer to Company shall be credited to the CSRR.

b. In any month when a Customer's Volume Bank exceeds the allowed bank level, Company will purchase the excess volumes. The purchase price shall be equal to 70% of the average of the TCO Daily Index prices for each day of the applicable month, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage). In addition, if, in any month, Company incurs other charges, including gas costs, penalty charges or cash-outs caused by excess monthly gas supply, the Customer shall be charged its pro rata share of such charges. All costs from such purchases made by Company from the Customer shall be debited to the CSRR with all revenues for the Customer credited to the CSRR.

c. Net monthly volume bank activity in excess of the 1% build or draw limit will be assessed an excess bank build or draw fee equal to 30% of the average of the TCO Daily Index prices for each day of the month plus the 100% load factor TCO FTS costs (including demand, commodity and retainage). This fee is in addition to any fee charged under paragraphs a or b. In addition, if, in any such month, Company incurs

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

~~GAS TRANSPORTATION SERVICE~~

~~VOLUME BANKING AND BALANCING SERVICE~~

~~CUSTOMERS SERVED UNDER RATE SCHEDULE (LGTS)~~

~~APPLICABILITY:~~

~~Applicable in all territories served by Company.~~

~~AVAILABILITY:~~

~~Available to all transportation customers that contract for service under this rate schedule.~~

~~RATE:~~

~~Customers that subscribe for this service will be billed the applicable rate per Mcf on all volumes delivered which corresponds to the level of balancing service set forth in their service agreement. These rates will be updated concurrent with the Company's Gas Cost Recovery filings to reflect changes in supplier rates contained herein.~~

~~Monthly Bank Tolerance - Maximum Percent of Annual Contract Volumes~~	~~Rate Per Mcf For All Volumes Transported~~
~~0.4%~~	~~$.0045 per Mcf~~
~~0.8%~~	~~$.0064 per Mcf~~
~~1.6%~~	~~$.0103 per Mcf~~
~~2.4%~~	~~$.0140 per Mcf~~

other charges, including gas costs, penalty charges, or cash outs caused by excess monthly usage or supply, the Customer shall be charged its pro rata share. For any Customer that incurs a charge under both this paragraph c and either paragraphs a or b, the volume used to determine the pro rata share will be the maximum imbalance volume from paragraph c and the imbalance volume from either paragraph a or b. All revenue from such charges paid by the Customer to Company shall be credited to the CSRR.

~~3.2%~~	~~$.0178 per Mcf~~

CASH-OUT BASIS

Customers who do not subscribe to 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 2. On days when Customer's deliveries to Company, when added to applicable Standby Service quantities, are less than their usage, the Company will sell the excess gas used by the

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

Customer at a price equal to 130% of the average of the TCO Daily Index prices for each day of the applicable month, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage), plus all applicable Company transportation charges. On days when Customer's deliveries to Company are greater than their usage, Company will purchase the excess volumes at a price equal to 70% of the average of the TCO Daily Index prices for each day of the applicable month, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage). In addition, if, in any such month, Company incurs other charges, including gas costs, penalty charges, or cash outs caused by excess daily usage or supply, the Customer shall be charged its pro rata share.

MONTHLY BANK TRANSFERS

Monthly bank transfers will be permitted between one Customer/Agent ("transferor") and another Customer/Agent ("transferee") located within the same Pipeline Scheduling Point ("PSP") and having confirmed deliveries on the same transmission pipeline. Transfers may also be permitted, solely at the discretion of the Company, between a transferor and a transferee located in different PSPs and having confirmed deliveries on the same transmission pipeline. All such transfers may only be requested once a month to be effective for the upcoming billing cycle and must be requested within three (3) business days after the conclusion of the Customers' monthly billing cycle.

DISPOSITION OF VOLUME BANKS UPON TERMINATION OF SERVICE

~~4.0%~~ ~~$.0216 per Mcf~~

a. In the event Transportation Service is terminated by a Customer that is not a participant in a marketer Aggregation Pool, the customer will be entitled to (i) take delivery of any quantities residing in a Customer's Volume Bank at the date of termination during the next billing month, or (ii) transfer such volumes pursuant to the provisions of monthly bank transfers above. Should any quantities reside in a Customer's Volume Bank at the conclusion of this next billing month, the Company will purchase the remaining bank quantities from the Customer. The purchase price shall be equal to 70% of the average of the TCO Daily Index prices for each day of the applicable month, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage).

b. In the event Transportation Service is terminated by a Customer that is a participant in a marketer Aggregation Pool, no portion of the associated Aggregation Pool's Volume Bank will be assigned to or accessible for use by the Customer.

Section VII
Third Revised Sheet No. 1
Cancels
Second Revised Sheet No. 1
~~Cancels~~
~~First Revised Sheet No. 1~~
~~Section VII~~
Page 1 of 1

Columbia Gas of Ohio, Inc.

SECTION VII – ~~COMPETITIVE RETAIL NATURAL GAS~~CHOICE AND STANDARD SALES SERVICE
TABLE OF CONTENTS

Filed in accordance with Public Utilities Commission of Ohio Order dated ~~December 3, 2008 in Case Nos. 08-0072-GA-AIR, 08-0073-GA-ALT, 08-0074-GA-AAM, and 08-0075-GA-AAM.~~

Issued: ~~December 3, 2008~~

Effective: ~~December 3, 2008~~

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

41	Full Requirements Cooperative Transportation Service	41

SECTION VII
PART 2 - DEFINITIONS OF TERMS

The following definitions apply only to ~~Section~~Sections VII and VIII 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 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[SM] Program that the Retail Natural Gas Supplier must comply with in order to be eligible to participate in Columbia's Customer CHOICE[SM] Program. Also referred to "Full Requirements Aggregation Agreement" and Retail Natural Gas Supplier Aggregation Agreement.

"Aggregation Pool" mean ~~those customers~~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. Those Customers within a Retail Natural Gas Supplier's ~~Customer Group~~Aggregation Pool must be located within the same Columbia Gas Transmission ~~Corporation Market Area~~, LLC Pipeline Scheduling Point.

"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.

"BCF" means Billion cubic feet of natural gas

~~**"Billing or Collection Agent"** has the meaning set forth in division (I) of Section 4929.01 of the Ohio Revised Code.~~

"Balancing Service Restriction" (BSR) means a demand by Columbia for specific action by a Transportation Service Customer, or on behalf of a Transportation Service Customer by its agent.

"Business Day" means a 24-hour period beginning 12:01 a.m. Eastern Standard time, Monday through Friday, excluding holidays.

"BTU" means British Thermal Unit.

"Ccf" means one hundred cubic feet of natural gas.

~~**"Columbia Customer CHOICE[SM] Program"** means gas transportation service provided under Columbia's FRSGTS, FRGTS, FRLGTS and FRCTS rate schedules in combination with Columbia's Full Requirements Aggregation Service set forth in Section VII, Part 13 of this tariff.~~

"Capacity Allocation Process" means the process Columbia shall utilize in determining levels of pipeline capacity assigned to CHOICE and SSO Suppliers.

~~"**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,~~

SECTION VII
PART 2 - DEFINITIONS OF TERMS

"Capacity Assignment Percentage" means a percentage calculated by Columbia that shall be equal to the sum total of Columbia's contractual firm city gate pipeline capacity and firm city gate supply contracts, less pipeline capacity retained by Columbia for assignment to Transportation Service Customers and less the pipeline capacity retained to provide Standby Service for Transportation Service Customers, the sum total of which will be divided by the Design Demand of all CHOICE and SSO eligible customers per Columbia's most current Peak Day Forecast.

"CGT" means Columbia Gulf Transmission Company.

"CHOICE Supplier" means a Retail Natural Gas Supplier.

"Columbia Customer CHOICE^{SM} Program" means gas transportation service provided under Columbia's FRSGTS, FRGTS, FRLGTS and FRCTS rate schedules in combination with Columbia's Full Requirements Aggregation Service set forth in Section VII, Part 13 of this tariff.

"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, 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" or "Columbia" 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~~c), or any customers of such system, be deemed a Cooperative under this ~~Tariff~~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.~~

SECTION VII

PART 2 - DEFINITIONS OF TERMS

"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.

"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.

"CSRR" means the CHOICE/SSO Reconciliation Rider to be charged all CHOICE and SSO Customers based on their billed throughput.

"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^{SM} 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.~~

SECTION VII.
PART 2 - DEFINITIONS OF TERMS

"Demand Curve" means an equation relating to the daily delivery requirement of a Supplier

"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 Co, 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.

"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.

~~"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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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, but is not limited to hospitals, nursing homes, student dormitories, and residential correctional institutions, but shall exclude schools, 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.

"Local Gas Purchase Percentage" means the percentage adjustment that Columbia shall apply equally to all CHOICE and SSO Demand Curves representative of the expected annual volume of Ohio Production purchases from city gas contract purchases and supplies purchased by Columbia via the Operationally Retained Capacity.

"Local Gas Purchase Requirement" means a volume of gas that CHOICE and SSO Suppliers shall purchase from Columbia monthly, which shall be approximately equal to Columbia's purchases of Ohio Production from city gas contract purchases and supplies purchased via Operationally Retained Capacity that Columbia acquires to assure reliability and sufficiency of supply for all CHOICE and SSO eligible customers.

"Maumee Gate" means the interconnection between PEPL and Columbia located at Maumee Ohio.

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

~~**"McfH"** is the measure of one thousand cubic feet of natural gas per hour.~~

"MDQ" means maximum daily quantity.

"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.~~
"NAESB" means the North American Energy Standards Board.

~~**"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.~~
"NCGT" means North Coast Gas Transmission, LLC.

~~**"Opt-Out Governmental Aggregator"** means those Governmental Aggregators who perform automatic governmental aggregation pursuant to Section 4929.26 of the Ohio Revised Code.~~
"NYMEX" means the New York Mercantile Exchange.

~~**"Opt-Out Notice"** means a notice provided to Customers pursuant to Section 4929.26 of the Ohio Revised Code.~~
"NYMEX Price" means the final settlement price of the natural gas futures contract each month.

~~**"Person"** has the meaning set forth in division (H) of Section 4929.01 of the Ohio Revised Code.~~

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PART 2 - DEFINITIONS OF TERMS

"Operationally Retained Capacity" means that portion of Columbia's firm city gate and related upstream pipeline capacity that Columbia is not able to directly assign to CHOICE and SSO Suppliers under Columbia's Capacity Allocation Process.

"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-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.

"Peaking Service" means a firm delivery service provided to Suppliers by Columbia utilizing TCO and PEPL storage assets retained to provide daily balancing services, Ohio Production Contracts, Peaking Contracts and Operationally Retained Capacity. This service is provided to meet CHOICE and SSO customer demand once Suppliers have delivered all supplies as specified by their Demand Curves.

"PEPL" means Panhandle Eastern Pipe Line Company.

"Person" has the meaning set forth in division (H) of Section 4929.01 of the Ohio Revised Code.

"Pipeline Scheduling Point" or "PSP" means (i) a single delivery point or set of delivery points grouped or designated by an upstream pipeline for purposes of scheduling gas supplies for delivery by such upstream pipeline; or (ii) a single delivery point or set of delivery points grouped or designated by Columbia for operational purposes. Unless otherwise specified, the Pipeline Scheduling Points of Columbia Gas Transmission, LLC shall be utilized by Columbia for purposes of developing Demand Curves.

"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.~~

Columbia Gas of Ohio, Inc.

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PART 2 - DEFINITIONS OF TERMS

"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.

"Retail Price Adjustment" means the price adjustment in dollars and cents that shall be applied to the NYMEX Price, monthly throughout the SSO period, the combination of which when divided by ten (10), shall represent the price paid by Columbia's SSO Customers per Ccf of consumption, exclusive of Commission approved surcharges or riders.

"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.

"SSO" means Standard Sales Offer.

~~"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[SM] Program.~~

~~**"Toll-free"** means telephone access provided to a Customer without toll charges to the Customer.~~

SECTION VII

PART 5 - RETAIL NATURAL GAS SUPPLIER REQUIREMENTS

5.1 Commission Certification

Each Retail Natural Gas Supplier must have and maintain certification from the Commission as an authorized Retail Natural Gas Supplier to participate in the Company's CHOICE® Program if service is provided to Non-Mercantile Customers.

5.1 ~~5.2~~ Registration and Participation Requirements

Each Retail Natural Gas Supplier desiring to participate in the Company's CHOICE® Program must meet the registration and participation requirements set forth in Section VII, Part 6 of this tariff.

5.2 ~~5.3~~ Customer Enrollment

Retail Natural Gas Suppliers may enroll End-use Customers by mail, facsimile, direct solicitation, telephone and Internet in accordance with Section VII, Part 7 of this tariff.

5.3 ~~5.4~~ Billing Election

Retail Natural Gas Suppliers must elect the billing options which will be applicable to End-use Customers participating in the Company's CHOICE® Program. The Company must bill Percentage of Income Payment Plan Customers served by a Retail Natural Gas Supplier.

5.4 ~~5.5~~ Customer Inquiries and Dispute Resolution

Retail Natural Gas Suppliers shall cooperate with the Company, the PUCO and the OCC to answer inquiries and resolve disputes in accordance with those requirements set forth in Section VII, Part 8 of this tariff.

5.6 Code of Conduct

Retail Natural Gas Suppliers shall adhere at all times to the Retail Natural Gas Supplier Code of Conduct set forth in Section VII, Part 15 of this tariff.

~~5.7~~ ~~Comparable Firm Capacity Requirement~~

~~Retail Natural Gas Suppliers must secure sufficient firm interstate pipeline capacity with primary delivery points to the Company's city gates to serve the applicable months peak day requirements of its End-use Customers (including Cooperatives) as identified in Section VII, Part 16 of this tariff.~~

~~5.8~~ 5.7 Delivery of Daily Firm Supplies

Retail Natural Gas Suppliers shall deliver on a firm basis, sufficient supplies of natural gas to meet the daily deliver requirements of their Aggregation Pools in accordance with those requirements set forth in Section VII, Part 16 of

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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~~Pipeline Scheduling Point(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 and/or Supply 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 and the volume projected by the Supply Curve(s) at the forecast temperature as provided by Columbia on the day after the Gas Day, unless otherwise directed by Columbia.

~~5.9~~ 5.8 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.

5.9 ~~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.

5.10 ~~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.

5.11 ~~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.

5.12 ~~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 ~~Internet Based Website~~Electronic Bulletin Board.

SECTION VII

~~PART 7 - END-USE CUSTOMER ENROLLMENT PROCESS~~
PART 7 - Customer Enrollment Process

7.1 Customer Enrollment

Retail Natural Gas Suppliers and Governmental Aggregators, with the exception of that case identified in Section VII, Part ~~7.16~~.7.5, shall coordinate Customer Enrollment with the Company in accordance with requirements set forth in Section VII, Part 7, End-use Customer Enrollment Process through the use of the following options:

a) Mailings, Facsimiles or Direct Solicitation;

b) Telephonic Enrollment;

c) Internet Enrollment; or

d) Opt-Out Governmental Aggregation.

Retail Natural Gas Suppliers and Opt-In Governmental Aggregators are prohibited from enrolling Eligible Customers without their consent and proof of that consent as delineated in Section VII, Part 7.

7.2 Mailings, Facsimiles, and Direct Solicitation

1) Where enrollment occurs by mail, facsimile, or direct solicitation, the Customer's signature on a contract shall constitute consent.

2) Prior to entering into a contract for service with a Customer through direct mail, facsimile or direct solicitation, Retail Natural Gas Suppliers and Opt-In Governmental Aggregators shall:

   a) Provide each Customer with enrollment documents that contain, at a minimum, clear and understandable pricing, terms and conditions of service; the dollar amount of all recurring and nonrecurring charges, including any fees for early termination of the contract, and the duration of the contract.

   b) Provide each Customer a reasonable opportunity to read all enrollment documents and shall answer any and all questions posed by any applicant about information contained in the documents.

3) Immediately upon obtaining the Customer's signature, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall provide the applicant a legible copy of the signed contract. This requirement is not applicable if the Retail Natural Gas Supplier or Opt-In Governmental Aggregator has already provided the Customer with a separate, complete copy of the terms and conditions for the Customer's record and has complied with paragraph (C)(1) of rule 4901:1-29-10 of the Ohio Administrative Code.

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~~PART 7 - END-USE CUSTOMER ENROLLMENT PROCESS~~
PART 7 - Customer Enrollment Process

7.11 Customer Confirmation Notice

1) The Company shall, prior to commencing Competitive Retail Natural Gas Service, mail the customer a confirmation notice stating:

   a) The Company has received a request to enroll the customer for Competitive Retail Natural Gas Service with the named Retail Natural Gas Supplier or Governmental Aggregator;

   b) The date such service is expected to begin;

   c) The customer has seven business days from the post-mark date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of the Retail Natural Gas Supplier or Governmental Aggregator was not requested by the customer; and

   d) The Company's toll-free telephone number.

7.12 Notification of Supplier of Customer Request to Rescind

1) Within two business days after receiving a customer's request to rescind enrollment with the Retail Natural Gas Supplier or Governmental Aggregator, the Company shall initiate such rescission and inform the Retail Natural Gas Supplier or Governmental Aggregator that such action has been taken.

7.13 Special Meter Readings

1) Customers, a Retail Natural Gas Supplier, or Governmental Aggregator, may request an actual meter reading prior to the transfer of the service to the new Retail Natural Gas Supplier or Governmental Aggregator. Such meter readings, when requested, will be performed at a cost to the requestor of $50.00 per each meter reading provided.

7.14 Retail Natural Gas Supplier or Governmental Aggregator Customer Drop Requests

1) After confirming the validated electronic data file for a Retail Natural Gas Supplier's or Governmental Aggregator's customer drop request, the Company shall mail the customer a notice stating:

   a) The Company has received a request to drop the customer from competitive retail natural gas service with the named Retail Natural Gas Supplier or Governmental Aggregator.

   b) The Retail Natural Gas Supplier's or Governmental Aggregator's toll-free telephone number.

7.15 Customer Return to Commodity Sales Service

1) Any customer returning to the Company's ~~Commodity Sales Service~~commodity sales service due to default, abandonment, slamming, or certification rescission of a Retail Natural Gas Supplier or Governmental Aggregator, will not be liable for any costs associated with the switch.

~~2) When a customer initiates service under a Competitive Retail Natural Gas Service program, the applicable Company GCR adjustments shall apply to the customer for an initial twelve month period. If a customer returns to the Company sales service during the initial twelve month period of the customer's participation in~~

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PART 7 - ~~END-USE~~ CUSTOMER ENROLLMENT PROCESS

~~the Competitive Retail Natural Gas Service Program and the customer then chooses another Retail Natural Gas Supplier or Governmental Aggregator within no more than sixty (60) days, then the GCR adjustments will only apply for the remaining number of months left in the initial twelve month period.~~

~~3) Any customer that is returned to the Company's sales service, after twelve months of participation in the Competitive Retail Natural Gas Service program, due to default, abandonment, slamming, or certification rescission of a Retail Natural Gas Supplier or Governmental Aggregator, will not be liable for the balancing adjustment, actual adjustment, or reconciliation adjustment components of the GCR, at the time the customer chooses another Retail Natural Gas Supplier if the return to Competitive Retail Natural Gas Service is made within at least sixty days of being returned to the GCR.~~

~~4)~~ 2) Any customer returned to the Company's sales service shall pay the applicable ~~GCR~~Standard Sales Offer Rider rate while taking such service.

7.16 ~~Mercantile Customers, Industrial Customers and Large Human Needs Customers~~

~~Mercantile Customers, Industrial Customers and Large Human Needs customers shall be enrolled in the Company's CHOICE® Program when their Retail Natural Gas Supplier or Opt-In Governmental Aggregator provides the Company with all the information described in Section VII, Part 7.17 of this tariff.7.17~~ Verification of Customer Eligibility

Retail Natural Gas Suppliers and Governmental Aggregators will provide a listing of all accounts via electronic means in a form and format acceptable to and defined by the Company. This listing shall include account numbers and all other information necessary to enroll the customer. The Retail Natural Gas Supplier or Governmental Aggregator will be responsible for verifying the eligibility of each customer. In the event that a customer attempts to join more than one Customer Group, with more than one Retail Natural Gas Supplier or Governmental Aggregator, the Company will assign the customer to the Retail Natural Gas Supplier or Governmental Aggregator whose listing reflects the earliest date stamp. All accounts submitted by Retail Natural Gas Supplier or Governmental Aggregators for participation in the Company's CHOICE® Program will be verified electronically with a transaction acceptance and error listing being provided. Retail Natural Gas Supplier or Governmental Aggregators may resubmit rejected accounts upon identification and correction of the error.

~~7.18~~7.17 Demand and Supply Curves

On or about the 20th of each month Company will provide ~~the Retail Natural Gas~~each Supplier ~~or~~and Governmental Aggregator with the normalized monthly volumetric profiles and daily Demand and/or Supply Curves for customers in ~~the Retail Natural Gas Supplier or Governmental Aggregator Aggregation Pools. If a Retail Natural Gas Supplier or Governmental Aggregator has selected more than one balancing option for an Aggregation Pool, the Company will provide the Retail Natural Gas Supplier or Governmental Aggregator with a separate Demand Curve for each balancing option so selected.~~their Aggregation Pools.

SECTION VII

PART 11 - CONTRACT DISCLOSURE

10) An itemized list and explanation of all prices and fees associated with the service in clear and understandable language.

   a) For fixed-rate offers, such information shall, at minimum, include: the cost per Ccf for competitive retail natural gas service; the amount of any other recurring or nonrecurring Retail Natural Gas Supplier or Opt-In Governmental Aggregator charges; and a statement that the customer will incur additional charges for the Company's services.

   b) For variable-rate offers, such information shall, at minimum, include: a clear and understandable explanation of the factors that will cause the price per Ccf to vary, including any related indices, and how often the price can change; the amount of any other recurring or nonrecurring Retail Natural Gas Supplier or Opt-In Governmental Aggregator charges; and a statement that the customer will incur additional charges for the Company's services.

11) The terms and conditions of service, including any restrictions and limitations associated with the service or product offered.

12) Procedures for handling complaints and disputes, including the following: "If your questions are not resolved after you have called (name of the Retail Natural Gas Supplier or Opt-In Governmental Aggregator), customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov or as otherwise specified by the Commission. Residential customers may call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays, or visit the OCC website at www.pickocc.org or as otherwise specified by the OCC;

13) All applicable billing intervals and any late payment fees;

14) The contact duration, including the estimated starting and expiration month and year.

15) A statement as to whether the contract does or does not contain an automatic renewal provision and the terms of such renewal provision;

16) Any credit, deposit, and collection procedures, including terms and conditions associated with the return of any deposit at the time of contract termination;

17) Notice of whom will bill for the Retail Natural Gas Supplier and Opt-In Governmental Aggregator's service(s);

18) A notification that the customer's social security number and/or account number(s) shall not be released without the customer's affirmative written consent; and

19) ~~19)~~ A notification that, if the customer voluntarily returns to the Company after choosing a Retail Natural Gas Supplier or Opt-In Governmental Aggregator, the customer may be charged a price other than Company's ~~GCR~~Standard Sales Offer Rider rate.

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SECTION VII

PART 12 - CUSTOMER BILLING AND PAYMENTS

12.1 Billing Options

A Retail Natural Gas Supplier or Governmental Aggregator participating in Columbia's Customer CHOICE℠ Program may choose from two billing options in rendering a bill to a participating customer through the execution of a "Billing Option Agreement". The Retail Natural Gas Supplier or Governmental Aggregator may opt to use: (1) Company consolidated billing option through which the Company issues the total bill; or (2) the Retail Natural Gas Supplier or Governmental Aggregator may bill its portion of the bill with the Company continuing to bill the non-gas cost portion of the bill. Retail Natural Gas Suppliers or Governmental Aggregators that elect the consolidated billing option must provide all information needed by the Company, for preparation of bills in a form and format acceptable to the Company.

12.2 Columbia's Billing Rates

Customers that elect to participate in Columbia's Customer CHOICE℠ Program will be billed all applicable transportation service base rates, including all applicable riders as identified in Section VII, Part 25 of this tariff.

12.3 A Retail Natural Gas Supplier or Governmental Aggregator which elects the Company's consolidated billing option shall have the following billing options:

a) Fixed rate per Ccf to be applied to the Customer's consumption to determine the applicable billing charges. This fixed rate per Ccf shall be provided by the Retail Natural Gas Supplier or Governmental Aggregator.

b) Flat amount per month to be provided by the Retail Natural Gas Supplier or Governmental Aggregator.

c) Credit or percentage reduction from the Company's existing ~~Gas Cost Recovery (GCR) or Expected Gas Cost (EGC)~~Standard Sales Offer Rider rate.

In the event the Retail Natural Gas Suppliers or Governmental Aggregators pricing arrangements require system billing changes, and the Company is willing to enhance its system, Company will perform these bill enhancements at an agreed upon cost based fee. Nothing in this tariff shall obligate the Company to bill for penalty or termination fees the Retail Natural Gas Supplier or Governmental Aggregator desires to assess against CHOICE® Program customers. The Retail Natural Gas Supplier or Governmental Aggregator will provide the Company with the details of any new rate design at least forty-five (45) days prior to the date the first bill must be rendered using this rate design. Subsequent to the receipt of such rate design the Company will indicate to the Retail Natural Gas Supplier or Governmental Aggregator if additional time is required to accommodate such rate design. The Retail Natural Gas Supplier or Governmental Aggregator will notify the Company of its rate(s) each month, by the 20th of each month, or first business day prior to the 20th if the 20th is a weekend day or legal holiday, prior to the billing cycle during which the rate is to be effective. The Company shall use the last rate provided under such option if the Retail Natural Gas Supplier or Governmental Aggregator does not provide necessary rate information by the timeline set out herein. All rate information received by the Company from the Retail Natural Gas Supplier or Governmental Aggregator is confidential. Company shall provide the Retail Natural Gas Supplier or Governmental Aggregator an electronic pre-bill for each rate change or addition prior to the commencement of the

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, 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^{SM} 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® Customer Group,~~ located within the same ~~Columbia Gas Transmission Corporation Market Area~~Pipeline Scheduling Point. Retail Natural Gas Suppliers shall have the option to create multiple Aggregation Pools within a single ~~Market Area~~Pipeline Scheduling Point, at the Company's discretion.

Retail Natural Gas Suppliers must establish ~~a single~~separate Aggregation ~~Pool, within a single Columbia Gas Transmission Corporation Market Area~~Pools, by Pipeline Scheduling Point, 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~~there-under. It shall inure to and be binding upon the successors and assigns, survivors and executors or administers 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^{SM} Program, Retail Natural Gas Suppliers are required to:

1) ~~establish~~Establish credit levels acceptable to the Company in accordance with Section VII, Part 14 of this tariff.

2) ~~comply~~Comply with the Code of Conduct provisions set forth in Section VII, Part 15 of this tariff.

3) ~~comply~~Comply with all Customer Enrollment requirements set forth in Section VII, Part 7 of this tariff.

SECTION VII

PART 13 - FULL REQUIREMENTS AGGREGATION SERVICE

~~4) comply with the Comparable Firm Capacity Requirements set forth in Section VII, Part 16 of this tariff.~~

4) ~~5) comply~~Comply with the Dispute Resolution Requirements set forth in Section VII, Part 8 of this tariff.

5) ~~6) comply~~Comply with all Firm Daily Delivery Requirements provisions for service set forth in Section VII, Part 16 of this tariff.

6) Comply with all other tariff provisions in Section VII.

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℠ 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℠ 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.~~

1) Conduct its competitive retail natural gas service activities consistent with the Commission's Minimum Standards for Competitive Retail Natural Gas Service, as set forth in Rules 4901:1-27 through 4901:1-34 of the Ohio Administrative Code, which are incorporated herein by reference. Supplier's failure to comply with the Company's tariff and/or Commission rule requirements may be deemed to be in material default within the meaning of Rule 4901:1-27 (12) (J) of the Ohio Administrative Code, which may be grounds for the Company to request suspension or termination pursuant to the Rule.

~~4)~~ 2) 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. 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.~~

~~5~~3) 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 failure to deliver gas in accordance with the requirements of the Columbia's Customer CHOICE[SM] Program, and to assure payment of any PUCO-approved charges for any such failure.

4) Provide Residential Customers and Commercial Customers that are not Mercantile Customers or a Cooperative member customer a "regulatory out" provision in all contracts which allows contracts to be terminated without penalty should the Columbia Customer CHOICE[SM] be terminated prior to the end of the contract term.

5) To the maximum extent possible provide Company and Residential Customers and those Commercial Customers that are not Mercantile Customers or a Cooperative at least forty-five (45) days notice of the Retail Natural Gas Supplier or Governmental Aggregator's intent to discontinue service to the customer where Retail Natural Gas Supplier or Governmental Aggregator's intent is to discontinue service prior to fulfillment of contract.

6) To the maximum extent possible attempt to resolve disputes between the Retail Natural Gas Supplier or Governmental Aggregator and Residential Customers and those Commercial Customers that are not Mercantile Customers.

7) Comply with the Contract Renewal Requirements set forth in Section VII, Part 10 of this tariff.

8) Provide the Commission timely and accurate information and updates of information necessary for the development of the Commission's "Apples to Apples" price comparison chart of Retail Natural Gas Supplier's commodity sales offers to Residential Customers.

9) Comply with the Customer Enrollment Process tariff provisions set forth in Section VII, Part 7 of this tariff.

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~~6) Provide Residential Customers and Commercial Customers that are not Mercantile Customers or a Cooperative member customer a "regulatory out" provision in all contracts which allows contracts to be terminated without penalty should the Columbia Customer CHOICE[SM] be terminated prior to the end of the contract term.~~

~~7) To the maximum extent possible provide Company and Residential Customers and those Commercial Customers that are not Mercantile Customers or a Cooperative at least forty-five (45) days notice of the Retail Natural Gas Supplier or Governmental Aggregator's intent to discontinue service to the customer where Retail Natural Gas Supplier or Governmental Aggregator's intent is to discontinue service prior to fulfillment of contract.~~

~~8) To the maximum extent possible attempt to resolve disputes between the Retail Natural Gas Supplier or Governmental Aggregator and Residential Customers and those Commercial Customers that are not Mercantile Customers.~~

~~9) Comply with the Contract Renewal Requirements set forth in Section VII, Part 10 of this tariff.~~

~~10) Provide the Commission timely and accurate information and updates of information necessary for the development of the Commission's "Apples to Apples" price comparison chart of Retail Natural Gas Supplier's commodity sales offers to Residential Customers.~~

~~11) Comply with the Customer Enrollment Process tariff provisions set forth in Section VII, Part 7 of this tariff.~~

THIS SHEET IS BEING RESERVED FOR FUTURE USE.

SECTION VII

PART 16 - DAILY DELIVERY REQUIREMENTS

16.1 Daily Delivery Requirements

Columbia shall develop Demand Curves and Supply Curves for CHOICE and SSO Suppliers on an equivalent basis.

16.2 Demand Curves

Unless otherwise directed by Columbia, each ~~Retail Natural Gas~~ Supplier shall deliver daily to Columbia on a firm basis, gas volumes ~~according to the Demand Curve~~ for each of the ~~Retail Natural Gas~~ Supplier's Aggregation Pools~~.For each Aggregation Pool for which a Retail Natural Gas Supplier elects Non-Temperature Balancing Service the Retail Natural Gas Supplier must deliver each day the volume projected by the Demand Curve, at~~ or Tranche(s) as indicated by the applicable Demand Curve, based on the actual temperature experienced~~, as provided by Columbia~~ for each Gas Day. Columbia shall post actual temperatures on its interactive website, on the day after the applicable Gas Day.

~~For each Aggregation Pool for which a Retail Natural Gas Supplier elects Full Balancing Service the Retail Natural Gas Supplier must deliver each day the volume projected by the Demand Curve at the temperature projected on the day preceding the Gas Day. For each Aggregation Pool, the Retail Natural Gas Supplier shall deliver gas to Columbia in the TCO Market Area in which the Aggregation Pool is located.~~

Columbia shall develop the Demand Curves through the use of historical monthly customer billing data; proportionally adjusted to Columbia's most current Design Demand Forecast; adjusted to reflect Columbia's purchase of Ohio Production, purchases under Operationally Retained Capacity and the Columbia provided Peaking Service; incorporation of Columbia's System-Wide Retention Factor and Weighted Average BTU Conversion Factor; and any other component identified by Columbia as beneficial to the development of the Demand Curves.

Columbia may modify the Demand Curves during the calendar months of October and November to provide for deliveries by the ~~Retail Natural Gas~~ Supplier that are less than the projected consumption level of ~~Retail Natural Gas~~ Supplier's Aggregation Pool or Tranche allocation. Likewise, ~~the Company~~Columbia may modify the ~~demand curve~~Demand Curves during the months of May through August to offset any such planned under-deliveries in the months of October and November. Columbia may also revise the Demand or Supply Curves, as it deems necessary for operational reasons. ~~Any Retail Natural Gas Supplier which fails to deliver gas volumes in accordance with the Demand Curve may be suspended or excluded from participation in the program.~~

Unless otherwise specified, the Pipeline Scheduling Points of Columbia Gas Transmission, LLC shall be utilized by Columbia for purposes of developing Demand Curves.

~~16.2~~ ~~Impact of Peaking Service on Demand Curves~~

~~During the period November 1, 2004 though November 1, 2008, Columbia shall provide CHOICE Retail Natural Gas Suppliers a firm peaking service, at no additional cost, based upon each Retail Natural Gas Supplier's CHOICE balancing service election for each Aggregation Pool. Each Aggregation Pool for which the Retail Natural Gas Supplier elects Non-Temperature Balancing Service will be provided a~~

~~peaking service equal to approximately 18% of the Design Demand of the Aggregation Pool. Each Aggregation Pool for which the Retail Natural Gas Supplier elects Full Balancing Service will be provided a peaking service equal to approximately 34% of the Design Demand of the Aggregation Pool. Commodity volumes provided by Columbia under this peaking service shall be accounted for as part of the Retail Natural Gas Supplier's total actual consumption for each Aggregation Pool in the Annual Reconciliation as described in Section 7, Part 23, Page 1 of this tariff.~~

16.3 Provision of Peaking Service.

Columbia shall provide Suppliers a firm Peaking Service utilizing the TCO and PEPL storage capacity retained to provide daily balancing services, Ohio Production contracts, Peaking Contracts and Operationally Retained Capacity. Annually Columbia shall determine the percentage of Design Demand provided by this Peaking Service and post this percentage no later than February 1st.

Columbia ~~shall modify the Demand Curve for each Aggregation Pool to reflect Columbia's provision of the peaking service. For each Aggregation Pool for which the Retail Natural Gas Supplier elects Non-Temperature Balancing, the Demand Curve shall remain constant~~'s provision of this Peaking Service shall result in a Demand Curve with a constant delivery requirement between: (1) the Design Temperature; and, (2) the temperature at which the delivery requirement set forth on the Demand Curve is equal to ~~approximately 82% of the Design Demand of the~~ 100% less the annually calculated Peaking Service percentage.

At temperatures colder than the Design Temperature, Suppliers shall be responsible for delivering to Columbia all incremental supply requirements as set forth in the Demand Curve in excess of their delivery requirements at the Design Temperature.

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~~Aggregation Pool. For each Aggregation Pool for which the Retail Natural Gas Supplier elects Full Balancing, the Demand Curve shall remain constant between: (1) the Design Temperature; and, (2) the temperature at which the Demand Curve is equal to approximately 66% of the Design Demand of the Aggregation Pool.~~

~~At temperatures colder than the Design Temperature, Columbia shall modify the Demand Curve downward by approximately 18% or 34% of the Design Demand of the Aggregation Pool, respectively, for Pools for which the Retail Natural Gas Supplier elected Non-Temperature Balancing or Full Balancing. Below the Design Temperature, the Demand Curve, thus modified, increases as temperature decreases.~~

~~16.3~~ ~~Delivery Options on Days Colder than Design Temperature~~

~~On days with temperatures colder than the Design Temperature, the Retail Natural Gas Supplier may: 1) deliver to Columbia the volume of gas equal to the modified Demand Curve; or, 2) deliver to Columbia only that volume equal to the Design Demand less the peaking volume provided by Columbia. Under the first option, the delivery volume increases as temperature decreases below the Design Temperature. Under the second option, the delivery volume remains constant, and the Retail Natural Gas Supplier relies on Columbia to acquire the incremental volume. If the Retail Natural Gas Supplier selects the second option, the Retail Natural Gas Supplier will pay Columbia for its costs in obtaining the incremental supply. Failure of a Retail Natural Gas Supplier to deliver volumes in accordance with its selected option shall be grounds for termination from the Columbia CHOICE® Program.~~
Commodity volumes provided by Columbia under this Peaking Service shall be accounted for as part of the Supplier's total actual consumption for each Aggregation Pool or Tranche allocation in the Annual Reconciliation as described in Section 7, Part 23, Page 1 of this tariff.

~~16.4~~ ~~Delivery by Market Area~~
16.4. Supply Curves

~~Retail Natural Gas Suppliers shall deliver on a firm basis, sufficient supplies of natural gas to meet the Demand Curves of their Aggregation Pools. For each Aggregation Pool, such delivery shall be made at Columbia receipt points within the specific Columbia Gas Transmission Corporation Market Area in which the Aggregation Pool is located.~~

A. Maumee Gate

Columbia shall provide separate Supply Curves for each Supplier assigned PEPL/TRK pipeline capacity with a primary delivery point of the Maumee Gate.

~~16.5~~ ~~Request For An Alternate Delivery Point~~
Supplies at the Maumee Gate are operationally required and the associated nominations constitute daily required deliveries during the months of November through March. Supplier deliveries through the Maumee Gate for the months of April through October shall be zero.

~~Columbia will consider, to the extent operationally feasible, Retail Natural Gas Supplier requests to deliver supplies to Columbia receipt points from interstate pipelines other than Columbia Gas Transmission Corporation, on a case by case basis. Such requests shall be for deliveries to satisfy Aggregation Pool requirements in the same Columbia Gas Transmission Corporation Market Area in which the requested alternate delivery point is located.~~

During the months of November through March, Suppliers shall utilize the Maumee Gate Supply Curve provided by Columbia and the relevant forecast temperature to determine volumes to be delivered to Columbia at the Maumee Gate. Suppliers shall deliver to Columbia each day for the months of November through March the volumes set forth by their Columbia provided Maumee Gate Supply Curve at the forecast temperature of the PSP in which the Maumee Gate is located. Supplies nominated at the Maumee Gate may be allocated by the Suppliers to satisfy Demand Curve requirements of the PSP that includes the Maumee Gate, nominate supplies for Transportation Service Customers in the PSP that includes the Maumee Gate, sell gas to another Supplier or any combination of these options. Only supplies delivered by a Supplier to Columbia at the Maumee Gate and allocated to their Aggregation Pool or Tranche for the PSP in which the Maumee Gate is located shall count as a portion of the Supplier's Demand Curve requirements for that PSP.

~~16.6 Verification of Retail Natural Gas Supplier's Firm Capacity Contracts in Constrained Market Areas~~

Failure to deliver the specific volume of gas as required by the Maumee Gate Supply Curve at the forecast temperature shall result in the Supplier incurring a per Dth Demand Curve Noncompliance Charge to be paid Columbia based on the difference between the nomination required by the Maumee Gate Supply Curve and the actual volumes nominated. In the event that Columbia requests a modification of the nomination requirements specified by the Maumee Gate Supply Curve, such changes shall be incorporated into any determination regarding a Supplier's satisfying the Supply Curve delivery requirements.

~~During the second and third quarter of any year, Columbia may require any Retail Natural Gas Supplier to provide an explanation of how it plans to serve its Aggregation Pools located in Constrained Market Areas, as identified by Columbia, during the upcoming winter months, November through March. As part of the explanation, the Retail Natural Gas Supplier will provide proof that for each Aggregation Pool: (1) the Retail Natural Gas Supplier has contracted upstream pipeline capacity with volume equal to the Design~~

B. NCGT Interconnects

Columbia shall provide separate Supply Curves for each Supplier assigned NCGT and NCGT/XRD pipeline capacity. The NCGT capacity, with no associated upstream XRD capacity, has a primary delivery point to Columbia at Parma. The NCGT/XRD capacity has primary delivery points at other interconnects between NCGT and Columbia. Suppliers assigned NCGT/XRD shall utilize a combination of the NCGT and XRD capacity to facilitate deliveries to Columbia. Suppliers assigned NCGT Parma capacity shall be responsible for

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~~Demand of the Aggregation Pool, less the volume of peaking service provided by Columbia, and (2) the capacity has primary firm delivery points in the Market Area in which the Aggregation Pool is located. Retail Natural Gas Suppliers shall provide the requested proof to Columbia within twenty (20) days of Columbia's request.~~

Upstream delivery/acquisition of supplies to Dominion East Ohio's Maumee receipt point with PEPL or ANR Pipeline Company, the primary receipt point of Columbia's NCGT Parma capacity.

~~Each Retail Natural Gas Supplier also agrees to assist Columbia when requested to answer any questions Columbia receives from the Commission or the Office of the Consumers' Counsel with regard to reliability of service in Market Areas constrained by upstream transportation capacity.~~

During the months of April through October the assigned MDQ of the NCGT capacity with a primary delivery point of Parma shall equal approximately 42.9 % of the assigned MDQ for the months of November through March.

Supplier's assigned NCGT and/or NCGT/XRD capacity may utilize NGCT's Oberlin point of delivery with TCO (NCGT/TCO Oberlin Interconnect) on a secondary basis with limitations. During the months of November through March, Suppliers assigned NCGT and/or NCGT/XRD capacity shall be limited in their secondary delivery point nominations at the NCGT/TCO Oberlin Interconnect to 61% of the total NCGT MDQ assigned to the Supplier. Furthermore, within this total secondary nomination limitation of 61% of total assigned NCGT MDQ, nominations on a secondary basis to the NCGT/TCO Oberlin Interconnect using the NCGT Parma capacity may not exceed 57% of the assigned NCGT Parma MDQ.

During the months of April through October, Suppliers assigned NCGT and/or NCGT/XRD capacity shall be limited in their secondary delivery point nominations at the NCGT/TCO Oberlin Interconnect to 87% of the total NCGT MDQ assigned the Supplier.

Supplies at the NCGT interconnects are not required operationally. While the assignment of NGCT capacity will be part of the pipeline capacity Columbia assigns Suppliers for certain PSPs, Suppliers may use alternate capacity deliverable on a primary basis to those PSPs. To the extent feasible Columbia may combine individual Supply Curves contained within the same PSP.

Columbia will determine the NCGT Supply Curves based upon its ability to accept volumes through the NCGT interconnections. Suppliers shall utilize the NCGT Supply Curves provided by Columbia and the relevant forecast temperature to determine the maximum volumes that may be delivered to Columbia at the NCGT Interconnects. Over-scheduling of supply at an NCGT interconnect at the forecast temperature shall result in the Supplier incurring a per Dth Demand Curve Noncompliance Charge to be paid Columbia on the difference between the maximum nomination allowed by the NCGT Demand Curve at the forecast temperature for the relevant Gas Day and the actual volumes nominated.

Supplies nominated at an NCGT interconnect may be allocated by a Supplier to satisfy its Demand Curve requirement at the PSP that includes the interconnect, nominate supplies for Transportation Service Customers at that PSP, sell gas to another Supplier, or any combination of these options. Only supplies delivered by a Supplier to Columbia at an NCGT Interconnect and allocated to the Aggregation Pool or Tranche for the appropriate PSP in which the NCGT Interconnect is located shall count as a portion of the Supplier's Demand Curve requirements for that PSP.

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17.1 ~~Assignment of Capacity~~ Capacity Allocation Process

Columbia will retain a combination of firm interstate and intrastate pipeline transportation and storage capacity, local gas supplies, operationally required city gate supplies and firm contract peaking services, referred to as its "Capacity Portfolio", at levels not to exceed 2,039,100 Dth per day in total.

A. Columbia shall allocate capacity to be temporarily assigned all Suppliers on an *equivalent basis utilizing* Columbia's most recent Peak Day Forecast.

B. Columbia shall allocate capacity based on the Pipeline Scheduling Points of TCO.

C. The level of capacity that Columbia shall utilize for this Capacity Allocation Process shall be equal to Columbia's Capacity Portfolio less the firm capacity retained by Columbia for release to Transportation Service Customers and less the capacity retained by Columbia to provide Standby Service to Transportation Service Customers.

D. Capacity shall be assigned for each PSP equally to each Supplier on a percentage of Design Demand basis; Columbia shall provide a Peaking Service for each PSP equally to each Supplier on a percentage of Design Demand basis. There will be no designation by Columbia of constrained or non-constrained PSP. Each Supplier will receive equal percentage assignments of capacity for each PSP to meet their delivery obligation.

E. Capacity assignment under this process to be effective April 1, 2010 shall be refreshed April 1, 2011 with new capacity assignment levels made effective as of that date.

F. The process of determining how Columbia will allocate capacity to each PSP shall be as follows:

~~A. Assignment of Columbia's contracted upstream transportation and storage capacity to Retail Natural Gas Suppliers shall be made by Columbia following the determination by Columbia of the amount of capacity to be allocated to the GCR and Standby Service and the amount of capacity to be retained by Columbia to provide CHOICE balancing and peaking service. The amount of capacity allocated to the GCR shall be equal to 2,134,500 Dth less the total Design Demand of all Retail Natural Gas Suppliers Aggregation Pools (the number 2,134,500 represents the estimate of Columbia's total design peak day firm demand, including all CHOICE eligible customers that will be used effective November 1, 2008 for the purpose of allocating Columbia's firm capacity portfolio between the GCR and Retail Natural Gas Suppliers).~~

1. Columbia shall determine the percentage of capacity it shall assign each Supplier, including the Peaking Service provided by Columbia ("Capacity Assignment Percentage"). This percentage shall be equal to Columbia's Capacity Portfolio effective April 1, 2010 and April 1, 2011 less the firm capacity retained for assignment to Transportation Service Customers and to provide Standby Service to Transportation Service Customers, divided by the Design Demand of all Columbia customers eligible for CHOICE and SSO service.

2. ~~B. Columbia shall retain TCO FSS and SST capacity equal to 22% of the total Design Demand of all Retail Natural Gas Suppliers Aggregation Pools for the purpose of providing CHOICE balancing and peaking service.~~ Columbia shall retain TCO FSS and PEPL FS storage capacity (including associated transportation capacity) to provide CHOICE/SSO balancing services. This retained storage capacity shall equal to approximately 22% of the Design Demand of all Columbia customers eligible for CHOICE and SSO service. Columbia shall also retain all Ohio Production contracts, any contract peaking service, firm city gate supplies and all Operationally Retained Capacity not otherwise assignable as described hereinafter. Columbia shall use this retained capacity to provide its firm Peaking Service and other limited

firm supply services for Suppliers and to provide its non-firm Banking and Balancing Service to its Transportation Service Customers.

~~C. Retail Natural Gas Suppliers shall be assigned firm capacity from Columbia under TCO's rate schedules Firm Transportation Service ("FTS"), Firm Storage Service ("FSS") including Storage Service Transportation ("SST") and under Columbia Gulf Transmission Company's ("Columbia Gulf") Rate Schedule Firm Transportation Service ("FTS-1"). Columbia Gulf FTS-1 capacity shall be assigned in an amount equivalent to assigned TCO FTS capacity adjusted for TCO retainage. Additionally, Retail Natural Gas Suppliers shall also be provided the option to elect assignment of firm capacity from Columbia under Panhandle Eastern Pipe Line Company's ("Panhandle Eastern") rate schedules Enhanced Firm Transportation Service ("EFT") and Flexible Storage Service ("FS") and Trunkline Gas Company's ("Trunkline") rate schedule Firm Transportation Service ("FT") in lieu of equivalent volumes of FSS, SST, FTS and FTS-1 capacity. (Columbia contracts for Panhandle Eastern non storage-related EFT capacity with receipt points (a) in Panhandle Eastern's Field Zone and (b) at its interconnection with Trunkline. The Trunkline FT capacity held by Columbia is utilized to deliver natural gas supplies to that portion of the Panhandle Eastern non storage related EFT capacity identified in (b) herein. Assignment of Panhandle Eastern non-storage related EFT will include an assignment of both receipt points and the associated Trunkline FT).~~

~~D. Columbia shall make assignment to each Retail Natural Gas Supplier for each of their Aggregation Pools. The total capacity amount assigned by Columbia to all Retail Natural Gas Suppliers plus the amount of capacity to be retained by Columbia to provide CHOICE balancing and peaking service will be equal to a percentage of the total Design Demand for all Aggregation Pools. This percentage ("Supplier Assignment Percentage") shall be determined by the following formula:~~

~~(Columbia's Contract Capacity – (2,134,500 – Total Design Peak Day Demand of all Participating CHOICE customers)) / Total Design Peak Day Demand of all Participating CHOICE customers.~~

~~Columbia's Contract Capacity shall be inclusive of all upstream firm capacity and firm city gas deliveries contracted for by Columbia including, all local gas supplies, city gate delivered supplies and peaking volumes the total of which shall not exceed 2,039,100 Dth.~~

3. Columbia shall next determine the percentage of Design Demand to be assigned as storage to each Supplier by PSP. The level of storage capacity assigned as a percentage of Design Demand shall be

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equal for all PSPs. For the PSP that includes the Maumee Gate, the assignment of PEPL storage and related firm transportation capacity shall be within the percentage calculated hereunder.

4. Columbia shall then determine the percentage of Design Demand to be assigned as Firm Transportation Capacity to each Supplier by PSP. The level of firm transportation capacity assigned as a percentage of Design Demand shall be equal for all PSPs. For the PSP that includes the Maumee Gate, the assignment of PEPL non-storage related firm transportation capacity shall be within the percentage calculated hereunder. For those PSP within which Columbia has contracted for firm transportation capacity with NCGT, the assignment of NCGT firm transportation capacity shall be within the percentage calculated hereunder. For those PSP that require the upstream delivery of natural gas from TGP to TCO, any TCO FTS capacity assigned in those PSP shall have TGP FT-A capacity assigned in association with the TCO FTS capacity. All TCO FTS capacity assigned, with the exception of that capacity which requires the delivery by TGP, shall be assigned CGT FTS-1 capacity.

5. To the extent that Columbia is unable under this methodology to fully assign all city gate firm capacity including PEPL, PEPL/TRK, NCGT, NCGT/XRD and TCO/TGP capacities, Columbia shall retain this capacity as Operationally Retained Capacity and utilize this capacity in providing its Peaking Service and other gas supply services to Suppliers as necessary.

6. In the event that any pipeline capacity provider that Columbia has contracted with for capacity changes the configuration of its system or the scheduling requirements at its PSP(s), Columbia shall have the right to recall and reassign capacity from/to Suppliers as it deems necessary.

~~The total amount of capacity to be directly assigned to Retail Natural Gas Suppliers shall be equal to the amount of Columbia's peak day capacity portfolio as of December 28, 2007 less that amount to be retained to serve the GCR and Standby Service customers less that amount retained by Columbia to provide CHOICE balancing and peaking service.~~

17.1 Assignment of Capacity.

~~E~~A. All assignments by Columbia will be priced at the price Columbia would have paid under its contract with the upstream interstate pipeline.

~~F. Retail Natural Gas Suppliers shall have the option to elect assignment of Panhandle Eastern EFT and FS and Trunkline FT capacity~~

~~Retail Natural Gas Suppliers that elect assignment of Panhandle Eastern and Trunkline capacity shall be assigned proportional volumes of all Panhandle Eastern EFT and FS and Trunkline FT capacity contracted for by Columbia.~~

~~The Panhandle Eastern and Trunkline capacity shall be deemed delivered to Columbia' distribution system at the Market Area defined by TCO as Market Area 1.~~

~~The amount of Panhandle Eastern and Trunkline capacity that each Retail Natural Gas supplier shall have the option to elect assignment of shall be equal to the capacity contract level held by Columbia on these upstream pipelines multiplied by a unique percentage for each Retail Natural Gas Supplier. This unique percentage ("Panhandle Eastern/Trunkline Assignment Percentage") shall be calculated by dividing each Retail Natural Gas Supplier's statewide total CHOICE Design Demand for the month of March immediately preceding the assignment by the difference between 2,134,500 Dth less the PIPP Design Demand for the month of March immediately preceding the assignment.~~

~~Columbia shall render a notice to each Retail Natural Gas Supplier on or about February 20th preceding the assignment of the amount of Panhandle Eastern and Trunkline capacity on which they have the option to elect assignment. Each Retail Natural Gas Supplier shall notify Columbia within five (5) business days of Columbia's rending of this notice to each Retail Natural Gas Supplier of their decision to accept or reject assignment of the Panhandle Eastern and Trunkline capacity. Such notices shall be deemed received three days after the date when such notices are deposited by Columbia with the U.S. Mail for first class delivery, as evidenced by the postmark date, or one day after notices are sent via facsimile machine to a Retail Natural Gas Supplier or sent via e-mail communication to a Retail Natural Gas Supplier. A Retail Natural Gas Supplier electing to take assignment of the allocated Panhandle and Trunkline capacity may also elect to receive assignment of their proportionate share of any Panhandle Eastern and Trunkline capacity rejected by or otherwise not assignable to other Retail Natural Gas Supplier(s). A Retail Natural Gas Supplier that does not notify Columbia within five (5) business days of receipt of this notice shall be deemed to have declined the option to elect assignment of Panhandle Eastern and Trunkline capacity.~~

B. Capacity to be assigned by Columbia to Suppliers shall include the following:

1) TCO Rate Schedules Firm Transportation Service ("FTS"), Firm Storage Service ("FSS") including Storage Service Transportation ("SST")
2) CGT Rate Schedule Firm Transportation Service ("FTS-1").
3) PEPL Rate Schedules Enhanced Firm Transportation Service ("EFT") and Flexible Storage Service ("FS")
4) TRK Rate Schedule Firm Transportation Service ("FT")
5) NCGT Natural Gas Transportation Service
6) XRD Rate Schedule Firm Transportation Service ("FT-1")
7) TGP Rate Schedule Firm Transportation Service ("FT-A")

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C. The PEPL and TRK capacity shall be deemed delivered to Columbia's distribution system at the PSP in which the Maumee Gate is located. The sum of daily Suppliers volumes delivered via PEPL and TRK and allocated to the Suppliers' Aggregation Pool or Tranche for that PSP, plus the Supplier volumes delivered via TCO at the PSP in which the Maumee Gate is located must equal the Demand Curve for the PSP in which the Maumee Gate is located as specified in Section 16.4 of this tariff.

~~Regardless of a Retail Natural Gas Supplier's election to take assignment of Panhandle Eastern and Trunkline capacity, no Retail Natural Gas Supplier's assignment of Panhandle Eastern FS and related EFT capacity shall exceed 58% of their aggregation Pool Design Demand for Market Area 1 at the time of the election. Furthermore, no Retail Natural Gas Supplier's assignment of Panhandle Eastern non storage-related EFT capacity shall exceed 20% of their Aggregation Pool Design Demand for Market Area 1 at the time of the election.~~

~~All assignments of Panhandle Eastern and Trunkline capacity shall be fixed for the term of the assignment and the amount of capacity shall not change under any other provision of this tariff unless a Retail Natural Gas Supplier is removed from or decides to cease participation in Columbia's CHOICE Program. Under such circumstances, Columbia shall recall all assigned Panhandle Eastern and Trunkline capacity assigned to the Retail Natural Gas Suppliers and shall have the option to purchase the storage gas associated with the recalled FS at the price defined in Section 17.2 of this tariff.~~

~~Retail Natural Gas Suppliers that elect to take assignment of Panhandle Eastern and Trunkline capacity~~D. Suppliers shall deliver natural gas supplies to Columbia from ~~this~~the assigned capacity at the Maumee ~~interconnection between Panhandle Eastern and Columbia~~Gate during the months of November through March in accordance with a ~~temperature demand curve~~Supply Curve supplied by Columbia specific to Columbia's physical requirements and receipt capability at the Maumee ~~interconnection~~Gate. This ~~temperature demand curve~~Supply Curve shall be separate from each ~~Retail Natural Gas Supplier's CHOICE temperature demand curve for Market Area 1. A Retail Natural Gas~~Supplier's Demand Curve for the PSP in which the Maumee Gate is located. A Supplier that fails to deliver the supplies required by the Maumee ~~interconnection temperature demand curve~~Gate Supply Curve shall incur the same penalty/fee associated with failure to deliver natural gas supplies under their ~~CHOICE temperature demand curves.~~ Demand Curves. The Supply Curve for the Maumee Gate during the months of April through October shall be equal to zero.

E. Regardless of any other provision of this tariff, ~~Retail Natural Gas~~ Suppliers shall nominate natural gas supplies to Columbia at the Maumee ~~interconnection~~Gate using the assigned ~~Panhandle Eastern~~PEPL capacity based upon the volume specified by the Columbia provided ~~temperature demand curve~~Supply Curve for the Maumee ~~interconnection~~Gate at the forecast temperature projected on the day preceding the Gas Day. There will be no adjustment to nominated volumes delivered to Columbia at the Maumee ~~interconnection~~Gate based upon the actual temperature experienced~~, as provided by Columbia on the day after the Gas Day~~.

F. Separate Supply Curves will also be provided for the various delivery points between NCGT and Columbia's distribution facilities. To the extent feasible Columbia may combine individual Supply Curves contained within the same PSP. These Supply Curves will be determined based upon Columbia's ability to accept volumes through these specific interconnections. While the assignments of NCGT capacity will be part of the capacity Columbia assigns for certain PSP's, Suppliers may use alternate capacity deliverable to those PSP's. The NCGT Supply Curves shall represent the maximum amount of supply that a Supplier may nominate at the forecasted temperature.

to Columbia through the NCGT interconnections. A Supplier that schedules quantities at any of the NCGT interconnects in excess of the associated Supply Curve at the forecast temperature shall incur the same penalty/fee associated with failure to deliver natural gas supplies under their Demand Curves.

G. To the extent that ~~Retail Natural Gas~~ Suppliers ~~or Columbia non-CHOICE transportation customers~~ have taken direct assignment of capacity from Columbia, Columbia will pass through to such ~~Retail Natural Gas~~ Suppliers ~~and Columbia customers~~ their proportionate share of capacity-related refunds received by Columbia, ~~if~~when such refunds are directly related to the assigned capacity. All refunds distributed by Columbia pursuant to this tariff provision will be distributed proportionately based upon the cost of capacity assigned the Supplier as compared to the total amount of the capacity costs charged to Columbia for the ~~related~~ capacity to which the refund applies during the refund period. ~~Neither the Retail Natural Gas~~ Suppliers ~~nor transportation customers~~ shall not be entitled to refunds to the extent such ~~Retail Natural Gas~~ Suppliers ~~or transportation customers~~ have received refunds directly from a pipeline company with regard to the same capacity. No refunds will be issued to ~~Retail Natural Gas~~ Suppliers ~~or Columbia customers~~ that purchase capacity from Columbia where the total refund received by Columbia is less than $100,000. Refunds will not be made to ~~Retail Natural Gas~~ Suppliers ~~or Columbia customers~~ that have terminated participation in Columbia's CHOICE program or ~~transportation program~~Columbia's SSO Auction prior to Columbia's receipt of any ~~refunds~~ refund. Any ~~refunds~~refund under $100,000, and any ~~refunds~~refund amounts not passed through to ~~non-CHOICE transportation customers or Retail Natural Gas~~ Suppliers that have terminated participation in Columbia's CHOICE program or Columbia's SSO Auction, will be credited to the ~~CHOICE Program Sharing Credit set forth in Section VII, Sheet 29 of this tariff~~CSRR.

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H. In the event that the Commission would find in an order or entry that any refund passed on to any party by Columbia pursuant to this ~~paragraph~~tariff should have instead been credited to Columbia's ~~GCR customers~~CSRR, all parties will return to Columbia all refund amounts subject to said Commission order or entry, and Columbia will then credit such refund amounts to the ~~GCR~~CSRR.

~~G.~~ ~~Capacity is assigned in accordance with the following provisions:~~17.3 Capacity Assignment: Methodology for Initial Assignment

~~Initial Assignment Methodology~~

~~(1) Columbia shall determine the total level of capacity that will initially be assigned Retail Natural Gas Suppliers as set forth in 17.1.D for all Retail Natural Gas Marketers for all Aggregation Pools for November 2008. This total level of capacity to be assigned shall include any capacity previously assigned by Columbia to Retail Natural Gas Suppliers.~~

~~(2) Columbia shall assign to each Retail Natural Gas Supplier for each Market Area in which they serve CHOICE customers, storage and related transportation capacity (TCO FSS and SST and/or Panhandle Eastern FS and related EFT) in an amount equal to 58% of each of their Aggregation Pool Design Demand for each Market Area. For those Retail Natural Gas Suppliers electing to take assignment of Panhandle Eastern and Trunkline capacity the initial assignment of Panhandle Eastern FS and related EFT capacity shall take place effective April 1, 2008. All other assignments shall be effective November 1, 2008. To the extent that Columbia has previously assigned storage and related capacity to a Retail Natural Gas Supplier and that amount exceeds 58% of their Aggregation Pool Design Demand for any Market Area, Columbia shall recall TCO RSS and SST capacity in an amount equal to the difference between the previously assigned capacity and that amount represented by 58% of the Retail Natural Gas Supplier's Aggregation Pool Design Demand for each such Market Area. Should Columbia recall FSS and SST pursuant to this paragraph, Columbia will not purchase the storage gas associated with the recalled TCO FSS capacity.~~

~~(3) Columbia shall determine the total level of TCO FTS and Columbia Gulf FTS-1 and Panhandle Eastern non storage-related EFT and Trunkline FT capacity to be assigned Retail Natural Gas Suppliers by subtracting the total maximum daily deliverability of the storage capacity assigned in 17.1.G (2) from the total capacity to be assigned Retail Natural Gas Suppliers determined in 17.1.G (1).~~

~~(4) Columbia shall determine the level of TCO FTS and Columbia Gulf FTS-1 capacity that shall be assigned Retail Natural Gas Suppliers in constrained Market Areas. This level is determined by multiplying the sum total of all Retail Natural Gas Suppliers Aggregation Pool Design Demands in the constrained Market Areas by 20%. Columbia shall assign to each Retail Natural Gas Supplier with an Aggregation Pool in a constrained Market Area, TCO FTS and Columbia Gulf FTS-1 capacity equal to 20% of each such Aggregation Pools' Design Demand.~~

A. The initial assignment of Columbia's firm transportation and storage capacity to all Suppliers shall be made effective April 1, 2010 and refreshed April 1, 2011 for periods of twelve (12) months each at the rate Columbia would have otherwise paid for the capacity.

B. Columbia shall assign to each Supplier for each PSP in which they have delivery requirements, firm city gate and associated upstream transportation capacity and storage and related transportation capacity on a pro rata basis in accordance with the Capacity Allocation Process. Suppliers will not be permitted to change any primary points of receipt or delivery associated with assigned pipeline transportation contracts during the term of the capacity assignment.

C. Columbia holds discounted contracts with PEPL and TRK where the utilization of alternate points will cause additional charges to be incurred by Columbia. More specifically, for releases under Columbia's PEPL Contract No. 18604, the Supplier must transport from the primary receipt point of Bourbon (PBRBN) to the primary delivery point of Columbia of Ohio Maumee (COLOH) or the following approved secondary delivery points: Lebanon Lateral (02821), Columbia Gas Maumee (COLGA), or Columbia Gas Cecil (CECIL). Also, approved secondary points at a 2 cent incremental commodity cost are NIPSCO (NIPS) and East Ohio (EOHIO). For releases under Columbia's TRK Contract No. 18122, the Supplier must transport to the primary delivery point of Bourbon-TGC (80023) from ELA or WLA receipt points. In the event the Supplier receives and/or delivers natural gas at points other than those approved points specified above and in so doing causes incremental costs to be incurred by Columbia, the Supplier shall pay Columbia for any and all associated incremental costs and/or penalties billed by PEPL and/or TRK due to such receipts or deliveries. Columbia shall have the right, through setoff in the Suppliers' payments, to collect any costs owed Columbia as a result of a Supplier utilizing a receipt or delivery point other than those provided for in Columbia's PEPL and TRK contracts.

D. The assigned TCO FSS Seasonal Contract Quantity (SCQ) will be in the same ratio to the assigned Maximum Daily Storage Quantity (MDSQ) as the ratio that exists between the SCQ and the MDSQ in Columbia's TCO FSS contract. The assigned PEPL FS Seasonal Contract Quantity (SCQ) will be in the same ratio to the assigned Maximum Daily Quantity (MDQ) as the ration that exists between the SCQ and the MDQ in Columbia's PEPL FS contract.

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E. Suppliers assigned TCO FSS capacity shall also be assigned the associated TCO SST capacity. The TCO SST quantity to be assigned for the months of October through March shall be equivalent to the MDSQ of the assigned TCO FSS capacity. The TCO SST quantity assigned for the months April through September shall be equivalent to 50% of the MDSQ of the assigned TCO FSS capacity, rounded up to the nearest whole Dth. Suppliers assigned PEPL FS capacity shall also be assigned the associated PEPL EFT capacity. The PEPL EFT quantity to be assigned for the months of November through March shall be equivalent to the MDQ of the assigned PEPL FS capacity adjusted for retainage on PEPL. The PEPL EFT quantity assigned for the months April through October shall be equivalent to 38.9% of the MDQ of the assigned PEPL FS capacity adjusted for retainage on PEPL, rounded up to the nearest whole Dth.

~~To the extent that Columbia has previously assigned TCO FTS and Columbia Gulf FTS-1 capacity to a Retail Natural Gas Supplier and that amount exceeds 20% of their Aggregation Pool Design Demand for a constrained Market Area, Columbia Shall recall TCO FTS and Columbia Gulf FTS-1 capacity in an amount equal to the difference between the previously assigned capacity and that amount represented by 20% of the Retail Natural Gas Supplier's Aggregation Pool Design Demand for each such constrained Market Area.~~

F. In addition to the requirements of this tariff, Suppliers assigned capacity by Columbia are subject to the terms and conditions of the tariffs of those transmission companies on whose facilities capacity was assigned. The costs of the assigned capacity will be paid directly to the pipelines by the Suppliers pursuant to the applicable pipeline capacity release payment procedures.

~~(5) Columbia shall determine the total level of TCO FTS and Columbia Gulf FTS-1 and Panhandle Eastern non-storage related EFT and Trunkline FT capacity that shall be assigned Retail Natural Gas Suppliers in non-constrained Market Areas. This level is determined by subtracting the total level of TCO FTS and Columbia Gulf FTS-1 capacity actually assigned in 17.1.G (4) from the total level of TCO FTS and Columbia Gulf FTS-1 and Panhandle Eastern non-storage related EFT and Trunkline FT capacity to be assigned as determined in 17.1.G (3). Columbia shall determine the percentage of the total Retail Natural Gas Suppliers' non-constrained Market Area Aggregation Pool Design Demand represented by the TCO FTS and Columbia Gulf FTS-1 and Panhandle Eastern non-storage related EFT and Trunkline FT capacity to be assigned in this section.~~

17.4. Adjustments to Assignment: Monthly Review.

~~(6) Columbia shall assign to all Retail Natural Gas Suppliers that have elected to take assignment of Panhandle Eastern and Trunkline capacity Panhandle Eastern non-storage related EFT and Trunkline FT capacity. This assignment shall be equal to the Retail Natural Gas Supplier's Panhandle Eastern/Trunkline Assignment Percentage multiplied by Columbia's Panhandle Eastern non-storage related EFT and Trunkline FT contract capacity.~~

A. Columbia shall review the amount of capacity assigned to Suppliers monthly. The assignment of capacity by Columbia to Suppliers made on April 1, 2010 and April 1, 2011 shall not change unless one of the following conditions occurs:

~~(7) Columbia shall test this assignment of Panhandle Eastern non-storage related EFT and Trunkline FT to determine whether this assignment, as a percentage of the total of all Retail Natural Gas~~

~~Suppliers Aggregation Pools Design Demand for Market Area 1, exceeds the percentage assignment of TCO FTS and Columbia Gulf FTS-1 and Panhandle Eastern non-storage-related EFT and Trunkline FT capacity for non-constrained Market Areas as determined in 17.1.G (5). If so, no further assignment of TCO FTS and Columbia Gulf FTS-1 capacity shall take place for Market Area 1 and, Columbia shall recalculate the percentage of TCO FTS and Columbia Gulf FTS-1 capacity to be assigned to all non-constrained Market Areas, excluding Market Area 1, as described in 17.1.G (5) specifically excluding Retail Natural Gas Suppliers total Aggregation Pool Design Demand and the allocation of Panhandle Eastern non-storage-related EFT and Trunkline FT for Market Area 1 from the calculation. In the event that the total amount of Panhandle Eastern non-storage-related EFT and Trunkline FT, expressed as a percentage of the total of all Retail Natural Gas Suppliers Aggregation Pools Design Demand for Market Area 1, does not exceed the percentage calculated in 17.1.G (5), Columbia shall supplement the assignment of the Panhandle Eastern non-storage-related EFT and Trunkline FT with TCO FTS and Columbia Gulf FTS-1 capacity such that the level of TCO FTS and Columbia Gulf FTS-1 and Panhandle Eastern non-storage-related EFT and Trunkline FT, expressed as a percentage, shall equal that percentage calculated in 17.1.G (5).~~

1. An individual CHOICE Supplier's current company-wide Design Demand multiplied by the Capacity Assignment Percentage results in a capacity level that falls outside the range of +/- 15% of the total capacity level currently assigned that CHOICE Supplier by Columbia, including the Peaking Service provided by Columbia. In such an event, Columbia shall recall and reassign capacity as necessary from the affected CHOICE Supplier and all SSO Suppliers to return the level of capacity assigned to the affected CHOICE Supplier to a level equal to the Capacity Assignment Percentage multiplied by that CHOICE Supplier's then current company-wide Design Demand, including the Peaking Service provided by Columbia. Following the reassignment of capacity to the affected CHOICE Supplier, all remaining assignable capacity shall be assigned to SSO Suppliers on a pro rata basis; or

~~(8) Columbia shall assign to each Retail Natural Gas Supplier in non-constrained Market Areas TCO FTS and Columbia Gulf FTS-1 capacity in an amount equal to the percentage as determined in 17.1.G (5) or 17.1.G (7), as appropriate, for each of their Aggregation Pool Design Demand, by Market Area.~~

2. All CHOICE Suppliers current company-wide Design Demand, in total, multiplied by the Capacity Assignment Percentage results in a capacity level that falls outside the range of +/- 10% of the total capacity level currently assigned all CHOICE Suppliers by Columbia, including the Peaking Service provided by Columbia. In such an event Columbia shall recall all capacity assigned to the CHOICE and SSO Suppliers and reassign the capacity to the CHOICE Suppliers and the SSO Suppliers in accordance with the Capacity Allocation Process

In the event that Columbia recalls and reassigns capacity pursuant to this Section, the individual CHOICE and SSO Suppliers shall be responsible for the acquisition and/or disposition of any storage volumes to satisfy the provisions of this tariff, the provisions of the tariffs of all pipelines on which the CHOICE and SSO Suppliers are assigned capacity, and/or to satisfy the delivery requirements of their individual Demand and/or Supply Curves.

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Any recall and reassignment of capacity made under this Section shall be from the date of reassignment through the following March 31

B. Notwithstanding any other provision of Section 17.4 (1) of this tariff, the following exemptions shall apply:

1. If a CHOICE or SSO Supplier(s) leaves or if a CHOICE or SSO Supplier is terminated from Columbia's CHOICE Program or SSO Auction, respectively, Columbia shall recall from the departing Supplier(s) the related capacity assigned by Columbia and Columbia shall have the option to purchase the storage gas associated with the recalled TCO FSS and PEPL FS capacity. The price to be paid for any gas purchased by Columbia shall be:

The average of the TCO Monthly Index prices for the April through October time period immediately preceding the date of purchase by Columbia, adjusted for the TCO SST commodity rate, TCO SST retainage rate, TCO FSS retainage rate, and TCO FSS injection charges. Should a CHOICE or SSO Supplier leave or a CHOICE or SSO Supplier be terminated in a month during the April through October time period, the price to be applied shall be the average of the TCO Monthly Index prices for the time period of the immediately preceding April through the month in which the departure event occurs. The rate to be paid per Dth by Columbia shall be calculated according to the following formula:

Price per Dth Paid by Columbia = {(Average TCO Monthly Index Price / (1 –TCO SST Shrinkage Rate) + TCO SST Commodity Charge) / (1 – TCO FSS Shrinkage Rate) + Injection Charges}

~~To the extent that Columbia has previously assigned TCO FTS and Columbia Gulf FTS-1 capacity to a Retail Natural Gas Supplier and that amount exceeds the percentage of their Aggregation Pool Design Demand for a non-constrained Market Area as calculated in 17.1G(5) or 17.1.G(7), as applicable, Columbia shall recall TCO FTS and Columbia Gulf FTS-1 capacity in an amount equal to the difference between the previously assigned capacity and that amount represented by the percentage calculated in 17.1.G(5) or 17.1.G(7), as applicable, of the Retail Natural Gas Supplier's Aggregation Pool Design Demand for each such non-constrained Market Area.~~

2. If a new CHOICE Supplier enters the CHOICE program Columbia will recall capacity from all SSO Suppliers and assign capacity in accordance with the Capacity Allocation Process. CHOICE Suppliers assigned capacity pursuant to this paragraph 17.4(B) 2. shall be responsible for the *acquisition* of any and all commodity supplies necessary to provide the required supplies to Columbia under their Demand Curve.

~~(9) All TCO FTS and Columbia Gulf FTS-1 capacity assignments shall be for terms of twelve (12) months. The initial assignment of Panhandle non storage-related EFT and Trunkline FT capacity, effective November 1, 2008, shall be for a term of five (5) months. Thereafter the assignment of Panhandle non storage-related EFT and Trunkline FT capacity shall be for a term of twelve (12) months~~

~~(10) Assignments of TCO FSS and TCO SST capacity shall have a term that begins on the first day of the month the capacity is assigned and continues through the following March 31st. The assigned TCO FSS Seasonal Contract Quantity (SCQ) will be in the same ratio to the assigned Maximum Daily Storage Quantity (MDSQ) as the ratio that exists between the SCQ and the MDSQ in Columbia's primary FSS contract.~~

C. Regardless of the reason for the recall/reassignment of capacity, the affected Supplier shall remain responsible for all demand and commodity costs, fees, penalties, and other costs incurred from the interstate/intrastate pipeline and related to service prior to the recall/reassignment of the capacity.

~~(11) The effective date of assignment of Panhandle Eastern FS and related EFT capacity shall be on April 1, 2008 and April 1, 2009 and each April 1 thereafter. No other assignments of Panhandle Eastern and Trunkline capacity shall occur at any other date. All Panhandle Eastern FS and related EFT capacity assignments shall be for terms of twelve (12) months. The assigned Panhandle Eastern FS Seasonal Contract Quantity (SCQ) will be in the same ratio to the assigned Maximum Daily Quantity (MDQ) as the ratio that exists between the SCQ and the MDQ in Columbia's FS contract.~~

~~(12) Retail Natural Gas Suppliers assigned TCO FSS capacity assignment shall also be assigned the associated TCO SST capacity. The TCO SST quantity to be assigned for the months of October through March shall be equivalent to the MDSQ of the assigned TCO FSS capacity. The TCO SST quantity assigned for the months April through September shall be equivalent to 50% of the MDSQ of the assigned TCO FSS capacity, rounded up to the nearest whole Dth. Retail Natural Gas Suppliers electing Panhandle Eastern FS capacity assignment shall also be assigned the associated Panhandle Eastern EFT capacity. The Panhandle Eastern EFT quantity to be assigned for the months of November through March shall be equivalent to the MDQ of the assigned Panhandle Eastern FS capacity adjusted for retainage on Panhandle Eastern. The Panhandle Eastern EFT quantity assigned for the months April through October shall be equivalent to 38.9% of the MDQ of the assigned Panhandle Eastern FS capacity adjusted for retainage on Panhandle Eastern, rounded up to the nearest whole Dth.~~

~~(13) When assignments of TCO FSS and associated TCO SST capacity become effective in any month other than April, the Retail Natural Gas Supplier will pay Columbia for all related, but unrecovered, TCO FSS and TCO SST demand charges as if the capacity had been assigned on the prior April 1st.~~

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17.5 Storage Gas Inventory Transfers

~~These charges will be determined through the use of a relative Demand Cost Recovery Factor (DCRF), which provides for recognition of TCO FSS and TCO SST demand costs previously paid for but not recovered by Columbia.~~

All Suppliers will purchase their pro rata share of Columbia's existing PEPL FS storage inventory as of April 1, 2010 at the arithmetic average of the TCO Monthly Index prices for the period of April 2009 through October 2009 adjusted for the TCO SST commodity rate, TCO SST retainage rate, TCO FSS retainage rate, and TCO FSS injection charges, plus applicable taxes, if any. This pro rata determination shall include PEPL FS capacity retained by Columbia. Columbia's pro rata share of remaining inventory in PEPL FS storage shall be retained by Columbia for use in satisfying Columbia's obligation to purchase supplies related to the peaking and balancing services Columbia will provide all Suppliers. Columbia shall bill Suppliers separately for all purchases of storage inventory. More specifically, the price shall be determined as follows:

~~The resulting unrecovered demand costs to be paid to Columbia by the Retail Natural Gas Supplier will be equal to twelve months of TCO FSS and TCO SST demand charges on the assigned capacity multiplied by the DCRF listed below for the month in which the capacity assignment became effective.~~

Price per Dth Paid to Columbia = {(Average TCO Monthly Index Price / (1 – TCO SST Shrinkage Rate) + TCO SST Commodity Charge) / (1 – TCO FSS Shrinkage Rate) + Injection Charges} * (1 + Gross Receipts Tax Rate)

~~Effective Month of Assignment~~	~~DCRF~~

Suppliers will be required to pay for such storage gas transferred to its account by Columbia within 10 days following receipt of an invoice from Columbia, unless other arrangements, acceptable to Columbia, have been completed.

~~May~~	~~-2.2%~~
~~June~~	~~-1.1%~~
~~July~~	~~2.3%~~
~~August~~	~~6.4%~~
~~September~~	~~10.7%~~
~~October~~	~~15.0%~~
~~November~~	~~21.0%~~
~~December~~	~~23.8%~~
~~January~~	~~22.1%~~
~~February~~	~~17.2%~~
~~March~~	~~12.0%~~
~~April~~	~~-0.0%~~

Suppliers will purchase a pro rata share of Columbia's existing TCO FSS storage inventory as of as of April 1, 2010 at the arithmetic average of the TCO Monthly Index prices for the period of April through October 2009 adjusted for the TCO SST commodity rate, TCO SST retainage rate, TCO FSS retainage rate, and TCO FSS injection charges, plus applicable taxes, if any, and will be responsible for refilling storage within

Columbia's recommended guidelines as set forth in Part 17.7 of this tariff. This pro rata determination shall include TCO FSS capacity retained by Columbia. Columbia's pro rata share of remaining inventory in TCO FSS storage shall be retained by Columbia for use in satisfying Columbia's obligation to purchase supplies related to the peaking and balancing services Columbia will provide all Suppliers. Columbia shall bill Suppliers separately for all purchases of storage inventory. More specifically, the price shall be determined as follows:

~~(14) In addition to the requirements of this tariff, Retail Natural Gas Suppliers assigned capacity by Columbia are subject to the terms and conditions of the tariffs of those transmission companies on whose facilities capacity was assigned.~~

Price per Dth Paid to Columbia = {(Average TCO Monthly Index Price / (1 –TCO SST Shrinkage Rate) + TCO SST Commodity Charge) / (1 – TCO FSS Shrinkage Rate) + Injection Charges} * (1 + Gross Receipts Tax Rate)

~~H. Monthly Capacity Assignment Review.~~

Suppliers will be required to pay for such storage gas transferred to its account by Columbia within 10 days following receipt of an invoice from Columbia, unless other arrangements, acceptable to Columbia, have been completed.

~~(1) Each month after the initial assignment of capacity to Retail Natural Gas Suppliers under this revised tariff, Columbia shall compare the existing assignment of capacity to Retail Natural Gas Suppliers against the new monthly Design Demand of the Aggregation Pools for the Retail Natural Gas Suppliers utilizing the process described below. The basis of this review shall be the Design Demand of the Retail Natural Gas Suppliers as determined each month and the level of existing capacity assigned by Columbia to the Retail Natural Gas Suppliers. The purpose of this process shall be to determine if the existing assignment of TCO FSS, TCO SST, TCO FTS and Columbia Gulf FTS-1 capacity needs to be adjusted to meet the provisions of this section.~~

Columbia will not purchase or sell storage commodity volumes associated with the refresh of capacity assignment to be effective April 1, 2011.

~~(2) Each month Columbia shall calculate an updated Supplier Assignment Percentage. Columbia shall then recall and reassign TCO FSS, TCO SST, TCO FTS and Columbia Gulf FTS-1 capacity in all constrained Market Areas such that the resulting capacity assignment to all Retail Natural Gas Suppliers serving customers in such constrained Market Areas shall be equal to 78% of the Design Demand for each Retail Natural Gas Suppliers' Aggregation Pool (58% FSS/SST and 20% FTS/FTS-1).~~

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~~(3) Except for the exemptions discussed in Paragraph 17.1.H (4) below, Columbia shall not assign to or recall from Retail Natural Gas Suppliers any additional capacity in non-constrained Market Areas unless one of the following occur:~~

~~a. the total of the existing level of capacity assigned to an individual Retail Natural Gas Supplier plus the capacity retained by Columbia to provide CHOICE balancing and peaking service to that Retail Natural Gas Supplier, inclusive of all Market Areas, falls outside the range of 85% – 115% of the updated Supplier Assignment Percentage; or~~

17.6 Reassignment of Capacity

~~b. if the existing level of capacity assigned to all Retail Natural Gas Suppliers plus the capacity retained by Columbia to provide CHOICE balancing and peaking service to all Retail Natural Gas Suppliers, inclusive of all Market Areas, falls outside the range of 90% – 110% of the updated Supplier Assignment Percentage.~~

Suppliers may reassign capacity subject to recall by Columbia. The assignee shall remain subject to all Balancing Service Restrictions 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, ACA charges, cash outs, transition costs, pipeline overrun, actual cost adjustments and all other applicable charges. The reassignment of capacity by a Supplier will not alter or amend, in any fashion, the Supplier's obligation to deliver gas supplies to Columbia in accordance with the Demand Curves provided the Supplier by Columbia.

~~In the event that the total existing capacity assignment to an individual Retail Natural Gas Supplier, including the capacity retained by Columbia to provide CHOICE balancing and peaking service, inclusive of all Market Areas, falls outside of the percentage range set forth in paragraph 17.1.H (3)(a), Columbia shall recall and reassign TCO FSS, TCO SST, TCO FTS and Columbia Gulf FTS-1 capacity, for all non-constrained Market Areas in accordance with the methodology set forth under the Initial Assignment Methodology utilizing the updated Supplier Assignment Percentage. Columbia will not purchase or sell storage gas when it recalls or assigns capacity to a single Retail Natural Gas Supplier under this paragraph.~~

A Supplier may reassign PEPL and TRK capacity to a third party subject to recall by Columbia. However, the reassignment of any volume of PEPL and/or TRK capacity will not alter or amend, in any fashion, the Supplier's obligation to deliver gas supplies to the Maumee Gate, in accordance with the Supply Curve for the Maumee Gate provided the Supplier by Columbia. Furthermore, should a Supplier reassign any of the PEPL capacity to a third party (other than an agency or similar arrangement whereby the deliveries are made on behalf of the Supplier), Columbia will not accept delivery of gas from such a third party at the Maumee Gate. Should a Supplier reassign a portion or all of its assigned PEPL capacity to a third party under an agency or similar arrangement whereby such third party will have the responsibility of making deliveries on behalf of the Supplier, Supplier shall notify Columbia at least 15 days prior to the initiation of deliveries under such Agency or similar arrangement and provide Columbia with the name of such third party and any additional information related to such arrangement as requested by Columbia.

~~In the event that the total existing capacity assignment to all Retail Natural Gas Suppliers in total, including the capacity retained by Columbia to provide CHOICE balancing and peaking service, falls outside of the percentage range set forth in paragraph 17.1.H (3)(b), Columbia shall recall and reassign TCO FSS, TCO SST, TCO FTS and Columbia Gulf FTS-1 capacity, for all non-constrained Market Areas in accordance with the methodology set forth under the Initial Assignment Methodology utilizing the updated Supplier Assignment Percentage. Should Columbia recall and/or assign capacity to all Retail Natural Gas Suppliers under this paragraph, Columbia shall also buy and/or sell storage gas associated with the net change in the FSS quantity recalled or assigned to each Retail Natural Gas Supplier. The volume of storage gas to be purchased or sold by Columbia shall be equal to the net TCO FSS seasonal contract quantity recalled or assigned by Columbia from each Retail Natural Gas Supplier multiplied by the percentage of gas in Columbia's storage at the time of the recall or assignment.~~

A Supplier may reassign NCGT Parma and NCGT/XRD capacity to a third party, subject to recall by Columbia. The reassignment of any NCGT and/or XRD capacity will not alter or amend, in any fashion the NCGT Supply Curves provided the Supplier by Columbia. The sum of all daily nominations by the Supplier and the third party to which NCGT capacity is released by the Supplier, at each NCGT/Columbia interconnect, shall not exceed the Supply Curve delivery quantity at the forecast temperature for that interconnect. The sum of daily deliveries by the Supplier and the third party at the NCGT/TCO Oberlin Interconnect shall not exceed the limits set forth in Section VII, Part 16 based on the MDO of the capacity directly assigned the Supplier by Columbia.

~~(4) Notwithstanding any other provision of Section 17.1 H of this tariff, the following exemptions shall apply:~~

A Supplier may use other pipeline capacity to deliver supply as required under the Demand Curves and reassign portions of its Columbia-released pipeline capacity, subject to the limitations and restrictions as set forth in this tariff.

a ~~If a Retail Natural Gas Supplier(s) leaves or is terminated from Columbia's Customer CHOICE Program, if a Governmental Aggregation(s) stops taking service from a Retail Natural Gas Supplier(s) or if other events occur that result in the return of a group or groups of CHOICE customers to Columbia's sales service, Columbia shall recall from the Retail Natural Gas Supplier(s) the related capacity assigned by Columbia and Columbia shall have the option to purchase the storage gas associated with the recalled TCO FSS and Panhandle Eastern FS capacity;~~

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~~b. If a new Retail Natural Gas Supplier enters the CHOICE program under circumstances other than the acquisition of customers from another Retail Natural Gas Supplier, or if a new Governmental Aggregation enters the CHOICE program, or if an existing Governmental Aggregation refreshes its CHOICE customer participation, Columbia will assign capacity under the Initial Assignment Methodology process and sell associated storage gas to the Retail Natural Gas Supplier;~~

~~c. If a Retail Natural Gas Supplier transfers a group(s) of CHOICE or Governmental Aggregation customers to another Retail Natural Gas Supplier in a single month, Columbia shall recall and reassign capacity only if the existing level of capacity assigned by Columbia falls outside of the 85% - 115% range described above for one or both of the Retail Natural Gas Suppliers involved in this transfer. In such instances, Columbia will not purchase or sell storage gas from/to either Retail Natural Gas Supplier regardless of the other provisions of this tariff. Should this exemption be applied, the Retail Natural Gas Supplier receiving the transfer of customers shall provide to Columbia, within seven (7) days of the transfer, a supply plan that demonstrates how the receiving Retail Natural Gas Supplier will assure reliable service to its CHOICE customers.~~

17.7 Recommended Storage Guidelines

~~17.2 Storage Gas~~

Inventory ~~Transfers~~Level Recommendations

~~When assignments or recall of TCO FSS capacity become effective in any month other than April, Columbia and/or the Retail Natural Gas Supplier(s) shall, in accordance with the provisions of this tariff, work together to make the corresponding storage gas inventory transfer(s) in proportion to Columbia's storage gas inventory level on the first day for the effective month of the TCO FSS capacity assignment. The price of the gas transferred by Columbia to the Retail Natural Gas Supplier will be equal to:~~

Date	Percent of Assigned SCQ
1-Nov	98%

~~a) the price reported in *Platts Inside FERC's Gas Market Report* for the month of inventory transfer, 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 the TCO SST Commodity Rate, TCO SST Retainage, TCO FSS Retainage, TCO FSS Injection Charge and gross receipts or other applicable taxes, as reflected in the following formula:~~

15-Feb	≥30%

~~Price per Dth Paid to Columbia = {(Index Price / (1 – TCO SST Shrinkage Rate) + TCO SST Commodity Charge) / (1 – TCO FSS Shrinkage Rate) + Injection Charges} * (1 + Gross Receipts Tax Rate)~~

5-Mar	≥20%

~~Retail Natural Gas Suppliers will be required to pay for such storage gas transferred to its account by Columbia and any unrecovered demand charges within 10 days following receipt of an invoice from Columbia, unless other arrangements, acceptable to Columbia, have been completed.~~

22-Mar	≥10%

~~The price of the gas transferred by the Retail Natural Gas Supplier to Columbia will be equal to:~~

31-Mar	≥2%

~~b) the price reported in *Platts Inside FERC's Gas Market Report* for the month of inventory transfer, 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 the TCO SST Commodity Rate, TCO SST Retainage, TCO FSS Retainage, TCO FSS Injection Charge as reflected in the following formula:~~

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PART 17 - CAPACITY ASSIGNMENT OPTION

~~Price per Dth Paid by Columbia = [(Index Price / (1 - TCO SST Shrinkage Rate) + TCO SST Commodity Charge) / (1 - TCO FSS Shrinkage Rate) + Injection Charges]~~

~~Columbia will be required to pay for such storage gas transferred to its account by a Retail Natural Gas Supplier within 10 days following receipt of an invoice by Columbia from the Retail Natural Gas Supplier, unless other arrangements, acceptable to Retail Natural Gas Suppliers, have been completed. Columbia will provide volume and pricing information to the Retail Natural Gas Supplier as necessary for the development of the invoice.~~

~~Retail Natural Gas Suppliers that take assignment of TCO FSS and TCO SST must meet the following minimum prescribed storage inventory levels for all assigned TCO FSS seasonal contract quantities: a minimum inventory level of 98% at November 1; a minimum inventory level of 30% at February 11th; and a minimum level of 2% on April 1. Retail Natural Gas Suppliers must pre-authorize TCO to provide this inventory information to Columbia for these dates.~~

~~Regardless of the reason for the return of capacity to Columbia, the Retail Natural Gas Supplier shall remain responsible for all demand and commodity costs, fees, penalties, and other costs incurred from the interstate pipeline and related to service prior to the return of the capacity.~~

~~17.3 Reassignment of Capacity~~

~~Retail Natural Gas Suppliers may reassign capacity subject to recall by Columbia. 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. While a Retail Natural Gas Supplier may reassign Panhandle Eastern and Trunkline capacity subject to recall by Columbia to a third party, the reassignment of any volume of Panhandle Eastern and/or Trunkline capacity will not alter or amend, in any fashion, the Retail Natural Gas Supplier's obligation to deliver gas supplies to the Maumee interconnection, in accordance with the temperature demand curve for the Maumee interconnection provided the Retail Natural Gas Supplier by Columbia. Furthermore, should a Retail Natural Gas Supplier reassign any of the Panhandle Eastern capacity to a third party (other than an agency or similar arrangement whereby the deliveries are made on behalf of the Retail Natural Gas Supplier), Columbia will not accept delivery of gas from such a third party at the Maumee interconnection.~~

<u>THIS SHEET IS BEING RESERVED FOR FUTURE USE.</u>

SECTION VII

PART 18 - BALANCING SERVICES

18.1 System Balancing ~~Service Options~~

A. ~~Retail Natural Gas~~Columbia shall provide Suppliers ~~must elect annually, for each of their Aggregation Pools, either~~a Non-Temperature Balancing ~~or Full Balancing, service~~Service. Non-Temperature Balancing Service provides ~~supply~~ for balancing of the difference between (1) ~~the~~ actual customer demand ~~of the Aggregation Pool~~ and (2) the total volume ~~projected~~indicated by the Demand ~~Curve~~Curves at the actual temperature experienced ~~as provided by Columbia on the day after the Gas Day. Full Balancing Service provides supply for the difference between (1) the actual demand of the Aggregation Pool and (2) the volume projected by the Demand Curve at the temperature projected on the day preceding the Gas Day. Section VII, Part 30, Sheet Nos. 30 and 31 of this tariff specifies the charges for the two balancing services.~~ for the applicable Gas Day

B. Effective April 1, 2010, Columbia will retain a portion of its TCO FSS and PEPL FS storage capacity equal to approximately 22% of the Design Demand of all Columbia customers eligible for CHOICE and SSO service to perform the system balancing function.

C. Columbia may utilize operational purchases and sales to ensure that the system is properly balanced. Examples include, but are not limited to, items such as purchases utilizing Operationally Retained Capacity and purchases/sales performed in managing storage inventory levels.

D. All costs incurred by Columbia in performing system balancing and all revenues received by Columbia for providing system balancing, including operational purchases/sales performed in managing storage inventory levels, shall be recognized in the computation of the CSRR.

E. Columbia shall utilize the TCO FSS and PEPL FS storage capacity retained to provide system balancing to provide its non-firm Banking and Balancing Service for Transportation Service Customers. All Banking and Balancing Service revenues received by Columbia from Transportation Service Customers from the provision of its non-firm Banking and Balancing Service shall be flowed to CHOICE/SSO Customers through the CSRR.

18.2 Pipeline Delivery Point Imbalances

As meter operator, Columbia has the responsibility to manage imbalances that occur between all confirmed nominations, at the PSP and system demand, which occurs at the individual points of delivery.

Columbia Gas of Ohio, Inc.

SECTION VII
PART 20 - PAYMENTS TO ~~COMPANY~~SUPPLIERS

20.1 ~~Applicability~~APPLICABILITY

Applicable to all Retail Natural Gas Suppliers that have entered into a Full Requirements Aggregation Service Agreement to sell gas to customers located on Company's system, all within the parameters established by the Company for its Customer CHOICE[SM] Program and all SSO Suppliers that have been awarded a contract to sell gas to Columbia through the SSO Auction process.

20.2 ~~Determination of Amounts Owed~~DETERMINATION OF AMOUNTS OWED

~~Company shall render to Retail Natural Gas Supplier a monthly statement of the quantities delivered and amounts owed.~~

~~20.3~~ ~~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 Retail Natural Gas Supplier's total obligation.~~

~~20.4~~ ~~Right to Offset Balances Owed Company~~

Net payments to Suppliers will be made by the 25th of the month, for the prior month's activity. Payments to Suppliers shall be made on a net basis with all charges being owed Columbia, directly or indirectly, being offset against or recouped from amounts owed Suppliers. All amounts billed Suppliers, with the exception of Credit Evaluation Fee(s), will be credited to the CSRR with those amounts being comprised of those costs set forth in Part 20.2(B) below.

~~All charges owed to Company by Retail Natural Gas Supplier shall be offset against or recouped from Retail Natural Gas Supplier's Receivables. The Company shall have the right to offset or recoup the following:~~

(A). PAYMENTS TO SUPPLIERS

1) ~~all amounts or costs that are incurred by Retail Natural Gas Supplier related to participation in this Program;~~Columbia will pay SSO Supplier's their pro-rata share of the total SSO commodity dollars billed to SSO Customers during the prior revenue month. SSO commodity dollars billed each month shall be computed through the multiplication of quantities identified from monthly billing reports, as generated by Columbia's revenue reporting system, by the applicable SSO rate. The SSO sales volumes billed to customers will be allocated on a pro-rata basis to SSO Suppliers based on each Supplier's number of tranches.

2) ~~all amounts or costs owed directly to Company;~~Columbia will pay CHOICE Supplier's each month based on actual billings to their CHOICE customers during the prior billing month.

~~3) all amounts or costs for which Company is or will be responsible if not paid by Retail Natural Gas Supplier, including, but not limited to, capacity charges billed by interstate pipeline companies; and~~

~~4) all other amounts which Company is entitled to recoup.~~

~~20.5~~ ~~Disputed Bills~~

~~In the event of a bona fide dispute as to whether Retail Natural Gas Supplier owes money to Company, the process of offset or recoupment of such amounts from Retail Natural Gas Supplier's Receivables shall be tolled pending a good faith review of the dispute.~~

~~Retail Natural Gas Suppliers shall provide a detailed description of the dispute, including disputed amounts, to the Company within five (5) calendar days of receipt of a statement that shows quantities delivered and amounts owed, if any. Company will not provide payment of that portion being disputed until said dispute has been resolved.~~

(B) SUPPLIER CHARGES

Offsets for computation of payments to Suppliers may include, but are not limited to the following:

1) Local Gas Purchase Charge which is a charge equal to the Local Gas Purchase Price multiplied by Local Gas Purchase Requirement.

2) Demand Curve Non-Compliance Charge for failure to comply with the daily Demand Curve and/or daily Supply Curve requirements.

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Columbia Gas of Ohio, Inc.

SECTION VII

~~**PART 21 – OPERATIONAL FLOW ORDERS**~~

~~21.1~~ ~~Right to Call Operational Flow Order~~

~~Columbia shall operate its distribution system in a nondiscriminatory manner, without regard to the confirmed source of supply of the Customer or its Retail Natural Gas Supplier.~~

~~21.2~~ ~~Operational Warnings~~

~~Columbia may issue Operational Warnings when nominations it receives from Retail Natural Gas Suppliers appear to be sufficient to preclude the need to issue an OFO, but based on operational and weather conditions Columbia needs Retail Natural Gas Suppliers 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.~~

~~21.3~~ ~~Operational Alerts~~

~~Columbia may issue Operational Alerts when information received by Columbia indicates that nominations from Retail Natural Gas Suppliers appear to be insufficient to meet projected CHOICE customer demand and preclude the need to issue an OFO. An Operational Alert gives notice that absent changes in nominations or deliveries, Columbia may issue an OFO.~~

~~21.4~~ ~~Procedure For Issuance~~

~~Columbia will utilize its best efforts to issue Operational Warnings and/or Operational Alerts prior to the issuance of an OFO. In the event that an Operational Warning, Operational Alert or OFO is necessary, Columbia shall do the following:~~

~~(A) Provide notice of the Operational Warning, Operational Alert or OFO by 4:00 p.m. ECT of the day prior to the gas day affected by the Operational Warning, Operational Alert or OFO, and shall specify the nature of the situation creating the OFO. The notice of an OFO shall indicate: (1) the exact actions required of Retail Natural Gas Suppliers; (2) deadlines for compliance; and (3) the anticipated duration of the OFO.~~

~~(B) The notice of an Operational Alert or OFO may be provided later than 4:00 p.m. ECT if the following three conditions are satisfied: (1) Retail Natural Gas Suppliers 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; (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. The notice of an Operational Alert or OFO 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 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 Operational Alert or OFO is delayed for any of the reasons specified in this section, Columbia shall issue the notice at its earliest opportunity after 4:00 p.m. ECT.~~

THIS SHEET IS BEING RESERVED FOR FUTURE USE.

SECTION VII

~~PART 21 - OPERATIONAL FLOW ORDERS~~

~~(C) Columbia shall post notice of the Operational Warning, Operational Alert or OFO on the informational portion of Columbia's interactive web site. In addition, Columbia will notify all impacted Retail Natural Gas Suppliers and the Office of Consumers' Counsel by e-mail. The Office of Consumers' Counsel and all Retail Natural Gas Suppliers shall be responsible for providing Columbia with the current e-mail address of the party designated to receive such notification and to update such e-mail addresses as necessary. Columbia will also advise the Commission whenever it issues an OFO.~~

~~(D) The Company will direct each Retail Natural Gas Supplier to adjust scheduled volumes to match the Aggregation Pool's estimated usage. The Retail Natural Gas Supplier may: 1) deliver to Columbia the volume of gas equal to the projected demand; or 2) the Retail Natural Gas Supplier may deliver to Columbia only that volume equal to the design peak day demand, and rely on Columbia to acquire the incremental volume, the difference of the projected demand minus the design peak day demand. If the Retail Natural Gas Supplier selects the second option, the Retail Natural Gas Supplier will pay Columbia for its costs in obtaining the incremental supply. Failure of a Retail Natural Gas Supplier to deliver volume in accordance with its selected option shall be grounds for expulsion from Columbia's Customer CHOICE Program.~~

~~21.5 Charges~~

~~Failure to comply with an operational flow order will result in the billing of the following charges to the OFO difference, which is defined as the absolute difference between the OFO volume and actual daily supply deliveries:~~

~~A) For OFOs that require a minimum flow volume (cold weather OFO) 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) 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 volumes in excess of 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.~~

~~Retail Natural Gas Suppliers that comply with an OFO shall not be subject to any charges or additional cost.~~

~~21.6 Status Reports~~

~~During an OFO, Columbia shall post on its Website daily updates about the status of operations and the forecasted duration of the OFO.~~

~~21.7 Other Reports~~

~~Following the issuance of an OFO, Columbia shall prepare and file a report with the Commission detailing the reasons for the issuance of the OFO and appropriate documentation.~~

THIS SHEET IS BEING RESERVED FOR FUTURE USE.

SECTION VII

PART 23 - RECONCILIATION OF CONSUMPTION AND SUPPLIER DELIVERIES

23.1 Annual Reconciliation of Imbalances

Effective April 1, 2010, Columbia will reconcile imbalances on an annual basis as of ~~July~~March 31st 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~~March 31st for each of its Aggregation Pools or Tranche(s) and either (~~2~~a) the total actual consumption of the ~~Retail Natural Gas~~ Supplier's Aggregation Pools, including any adjustments applicable to the annual period ended ~~July 31st~~March 31st for CHOICE Suppliers or (b) the annual SSO consumption allocated per Tranche, including any adjustments applicable to the annual period ended March 31st, multiplied by the number of Tranches the SSO Supplier is responsible for providing natural gas supplies to Columbia. Supplier's deliveries shall include all nominations confirmed by an upstream pipeline to Columbia at the appropriate PSP and the Local Gas Purchase Requirement volumes purchased monthly by the Supplier from Columbia, adjusted as applicable by Columbia's System-Wide Retention Factor and Weighted Average BTU Conversion Factor. The total consumption of a Supplier's Aggregation Pools or that allocated to each Tranche shall incorporate an unbilled adjustment as appropriate.

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~~ The price per Dth of such payments shall be equal to ~~either: (1)~~ the twelve-month average of the TCO Monthly Index price for the most recent 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. Applachia, adjusted for~~March, adjusted for TCO FTS Retainage, TCO 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., Applachia." adjusted for FTS Shrinkage, FTS commodity and gross receipts taxes. For any month for which~~if applicable. For any month that the TCO Monthly Index 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 = {(Sum of TCO Monthly Index Prices For 12-Months/12) / (1 – TCO FTS Shrinkage Rate) + TCO FTS Commodity Charge)} * (1 + Gross Receipts Tax Rate)

Option (1) - Price per Dth Paid by Columbia = {(Sum of TCO Monthly Index Prices For 12-Months/12) / (1 – TCO FTS Shrinkage Rate) + TCO FTS Commodity Charge)}

~~Option (2) - Price per Dth Paid to Columbia = {(September Index) / (1 - FTS Shrinkage Rate) + FTS Commodity Charge} * (1 + Gross Receipts Tax Rate)~~

~~Option (2) - Price per Dth Paid by Columbia = {(September Index) / (1 - FTS Shrinkage Rate) + FTS Commodity Charge}~~

~~Section VII~~

~~Third~~ Ninety-Sixth Revised Sheet No. 23

Cancels

~~Second~~COLUMBIA GAS OF OHIO, INC. Ninety-Fifth Revised Sheet No. 23

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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~~SECTION VII~~

~~PART 23 – RECONCILIATION OF CONSUMPTION AND SUPPLIER DELIVERIES~~

SUSPENDED

GAS COST RECOVERY (GCR)

~~23.1 Annual Reconciliation of Imbalances~~

~~Columbia will reconcile imbalances on an annual basis as of July 31st 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 31st 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 31st.~~

~~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. Applachia, 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., Applachia." 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:~~

APPLICABILITY:

~~Option (1) - Price per Dth Paid to Columbia = {(Sum of Index Prices For 12 Months/12) / (1 – FTS Shrinkage Rate) + FTS Commodity Charge)} * (1 + Gross Receipts Tax Rate)~~

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).

~~Option (1) - Price per Dth Paid by Columbia = {(Sum of Index Prices For 12 Months/12) / (1 – FTS Shrinkage Rate) + FTS Commodity Charge)}~~

GAS COST RECOVERY RATE:

Filed in accordance with Public Utilities Commission of Ohio Order dated ~~December 3, 2008 in Case Nos. 08-0072-GA-AIR, 08-0073-GA-ALT, 08-0074-GA-AAM, and 08-0075-GA-AAM.~~

Issued: ~~December 3, 2008~~ Effective: ~~December 3, 2008~~

Issued By
J. W. Partridge Jr., President

~~Section VII~~

~~Third~~ Ninety-Sixth Revised Sheet No. 23

Cancels

~~Second~~COLUMBIA GAS OF OHIO, INC. **Ninety-Fifth Revised Sheet No. 23**

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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~~Option (2) – Price per Dth Paid to Columbia = {(September Index) / (1 – FTS Shrinkage Rate) + FTS Commodity Charge} * (1 + Gross Receipts Tax Rate)~~

A GCR rate of $0.0000 per Mcf will apply to all sales.

~~Option (2) – Price per Dth Paid by Columbia = {(September Index) / (1 – FTS Shrinkage Rate) + FTS Commodity Charge}~~

SECTION VII
PART 24 - DEFAULT, SUSPENSION AND TERMINATION OF A RETAIL NATURAL GAS SUPPLIER

department and the chief of the attorney general's public utilities section. The Company shall also send the notice to the address and fax number provided by the Retail Natural Gas Supplier in the Supplier's Aggregation Service Agreement. In the event of default of a Retail Natural Gas Supplier participating in the Company's Customer CHOICE SM Program that has not been certified by the Commission, where the Company may suspend or terminate the Retail Natural Gas Supplier from the Company's Customer CHOICE SM Program, the Company shall first notify the Retail Natural Gas Supplier of the alleged violations that merit suspension or termination. Such notice shall be in writing, contain reasonable detail and shall be sent to the Retail Natural Gas Supplier at the fax number listed in the Retail Natural Gas Supplier's Aggregation Agreement five business days prior to the suspension or termination. If, within five business days after the service of the previously mentioned notice, the Retail Natural Gas Supplier remedies or removes the cause or causes stated in the notice, the Retail Natural Gas Supplier Aggregation Agreement will continue in full force and effect. If the Retail Natural Gas Supplier does not remedy or remove the cause or causes within five business days, then at the option of the Company, the Retail Natural Gas Supplier's Aggregation Agreement may terminate at the expiration of said five-day period.

If the Retail Natural Gas Supplier is terminated from the Company's Customer CHOICE SM Program, Customers shall revert to Company's sales service, unless and until said Customers join another Retail Natural Gas Supplier's or Governmental Aggregator's ~~Customer Group~~Aggregation Pool. Any termination or cancellation of the Retail Natural Gas Supplier's Aggregation Agreement, pursuant to any provision of this tariff, shall be without waiver of any remedy, whether at law or in equity, to which the party not in default otherwise may be entitled for breach of contract.

24.3 Suspension

In addition to the possible reasons for suspension stated in Section VII, Part 24.1, a Retail Natural Gas Supplier may be suspended from participation in the Company's Customer CHOICE SM Program for any of the following reasons:

a) the Retail Natural Gas Supplier's credit exposure exceeds its approved unsecured credit limit and financial security instrument by more than 5%, and the Retail Natural Gas Supplier has failed to comply with the Company's request for adequate security or adequate assurance of payment within five (5) business days of the Company's request;

b) absent a demonstration of separate structure, the Retail Natural Gas Supplier or Retail Natural Gas Supplier's parent corporation has filed a voluntary petition in bankruptcy, has had an involuntary petition in bankruptcy filed against it, is insolvent, has had a receiver, liquidator or trustee appointed to take charge of its affairs, the Retail Natural Gas Supplier or the Retail Natural Gas Supplier's parent corporation's liabilities exceed its assets, or the Retail Natural Gas Supplier or Retail Natural Gas Supplier's parent corporation is otherwise unable to pay its debts as they become due.

24.4 Effect of Suspension

In the event of suspension, the Retail Natural Gas Supplier shall not be permitted to enroll any new End-use Customers in the Company's Customer CHOICE SM Program. During the period of suspension, the Retail Natural Gas Supplier shall continue to serve its existing End-use customers.

SECTION VII
PART 24 - DEFAULT, SUSPENSION AND TERMINATION OF A RETAIL NATURAL GAS SUPPLIER

24.4 Effect of Termination on Retail Natural Gas Supplier's End-use Customers

In the event of termination, the Retail Natural Gas Supplier's End-use customers (other than Cooperatives) shall be returned to the Company's natural gas commodity service and pay the applicable ~~GCR~~Standard Sales Offer Rider rate while taking such service. The Retail Natural Gas Supplier shall not be permitted to enroll any new End-use customers in the Company's Customer CHOICE℠ Program unless it re-registers in the Company's Customer CHOICE℠ Program. If necessary, due to revocation or suspension of Commission certification, the Retail Natural Gas Supplier must request re-certification from the Commission and provide proof of certification to the Company.

24.5 Effect of Termination of a Cooperative's Retail Natural Gas Supplier

If the Cooperative's Retail Natural Gas Supplier is terminated from the Company's Full Requirements Cooperative Transportation Service Program, Columbia will provide gas for resale to the Cooperative at ~~Columbia's effective Gas Cost Recovery Rate plus applicable taxes for a period not to exceed ninety days. Failure by the Cooperative to execute an agreement with a new Retail Natural Gas Supplier and begin service from such Supplier by the end of the ninety day period will result in Columbia's provision of all gas thereafter to the Cooperative at the price reported in *Platts Inside FERC's Gas Market Report* for the month of delivery, in the monthly report titled "Prices of spot gas delivered to pipelines", under the column heading "Index" for Columbia Gas Transmission Corp., Appalachia" times 120%, adjusted for the FTS Shrinkage, FTS Commodity Rate, the Expected Demand Costs Rate, and applicable taxes as reflected in the following formula:~~a price equal to 130% of the average of the TCO Daily Index prices for each day of the applicable month, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage), plus the gross receipts or other applicable taxes plus the applicable Company transportation. In addition, if, in any month, Company incurs other charges, including gas costs, penalty charges or cash-outs caused by excess monthly usage, the Cooperative shall be charged its pro rata share of such charges.

~~Price per Dth Paid to Columbia = {(((Index Price *120%)/ (1 - FTS Shrinkage Rate) + FTS Commodity Charge)*1.040) +EGC Demand Rate}/1-Tax~~

SECTION VII

PART 25 - FULL REQUIREMENTS SMALL GENERAL TRANSPORTATION SERVICE (FRSGTS)

25.1 Applicability

Applicable throughout the territory served by Company.

25.2 Requirements for Service

Available to any ~~customer~~Customer account that meets the following requirements:

a) The ~~customer~~Customer has discharged, or entered into a plan to discharge, all existing arrearages owed the Company;

b) The ~~customer~~Customer must be part of ~~a Customer Group~~an Aggregation Pool, which consists of either: (1) a minimum of 100 ~~customers~~Customers; or (2) a group of ~~customers~~Customers with at least 10,000 Mcf of annual throughput. The ~~Customer Group~~Aggregation Pool 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~~Pipeline Scheduling Points on Company's distribution system; and,

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^{SM} 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~~Customers may leave a Retail Natural Gas Supplier's ~~Customer Group~~Aggregation Pool and join any other ~~Customer Group~~Aggregation Pool 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)

25.4 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~~Customer accounts 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 31st.

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

	December 3, 2008 – December 2, 2009	On and After December 3, 2009
All gas consumed per account per month	$0.7911 per Mcf	$0.0000 per Mcf
Monthly Delivery Charge	$12.16 per Month	$17.81 per Month

25.6 Delivery Charge – Full Requirements Small General Schools Transportation Service

Availability

Available to all primary and secondary school ~~customers~~Customer accounts 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 31st.

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

	December 3, 2008 – December 2, 2009	On and After December 3, 2009
All gas consumed per account per month	$0.7515 per Mcf	$0.0000 per Mcf
Monthly Delivery Charge	$11.55 per Month	$16.92 per Month

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.

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[SM] Program Sharing Credit;~~ CHOICE/SSO Reconciliation Rider;
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.