

April 20, 2009

Public Utilities Commission of Ohio  
ATTN: Renee' Jenkins  
Director of Administration  
Docketing Division - 13<sup>th</sup> Floor  
180 East Broad Street  
Columbus, Ohio 43215

Re: Case Number 05-221-GA-GCR  
Case Number 04-221-GA-GCR  
Case Number 96-1113-GA-ATA

Dear Ms. Jenkins:

Pursuant to the Entry issued in the above-captioned cases on January 23, 2008, the Entry approving these tariffs dated April 8, 2009, and in compliance with the Public Utilities Commission of Ohio's rules governing Tariff Filing Procedures in Case No. 89-500-AU-TRF, Columbia Gas of Ohio, Inc. (Columbia) is filing final tariff sheets to provide for revisions to Columbia's tariff.

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VII	First Revised Sheet No. 7	11	End-Use Customer Enrollment Process
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VII	Fifth Revised Sheet No. 17	2	Capacity Assignment Option
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VII Second Revised Sheet No. 30  
VII Third Revised Sheet No. 31

1 Non-Temperature Balancing Service  
1 Full Balancing Service

Very truly yours,

/s/ Larry W. Martin

Larry W. Martin  
Director  
Regulatory Policy

Enclosures

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

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J. W. Partridge Jr., President

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

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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.
- Q **“Day”** means 24-hour period beginning at 9:00 a.m. central clock time.
- 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 the average daily temperature for the applicable Market Area. This equation will include average daily temperature as an explanatory variable only during the heating months defined as October through April. The Company will utilize a weather service vendor to provide the temperature data, both forecast and actual, to Retail Natural Gas Suppliers via its Internet-based website. The temperature values, used together with the Demand Curve equation, provide for the calculation of the Daily Demand of the Aggregation Pool(s). The Company calculates the weighted average daily temperature for use with each Demand Curve, based on the temperature data available for the individual weather station(s) associated with each Market Area.
- T **“Design Demand”** means the Customer demand on a day with Design Temperature.
- 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.
- W **“Flowing Supply”** means gas delivered from sources other than storage, generally via firm or interruptible transportation capacity.
- X **“Full Requirements Service”** means a type of Backup Service available to Small General Transportation Service Customers and General Transportation Service Customers which will make gas available at all times, for 100% of Customer’s Annual and Maximum Daily Quantity, except when interruption is necessary due to force majeure conditions or where service to human needs customers is threatened.
- Y **“High Priority”** means the Customer has contracted for a better quality of service. The order of interruption, which determines the quality of service, is as follows: (1) All volumes exceeding Authorized Daily Volumes; (2) volumes consumed by or delivered to customers served under Rate Schedules LGS, FRLGTS and LGTS; (3) volumes consumed by or delivered to customers served under Rate Schedules GS, FRGTS, FRCTS and GTS; (4) Standby Service; (5) volumes consumed by or delivered to customers served under Rate Schedules SGS, SGTS and FRSGTS; and (6) human needs customers.

**SECTION VII**  
**PART 5 -RETAIL NATURAL GAS SUPPLIER REQUIREMENTS**

this tariff. Such deliveries shall be made at Columbia receipt points within the specific Columbia Gas Transmission Market Area(s), which correlate with each Retail Natural Gas Supplier Aggregation Pool. All Retail Natural Gas Suppliers must make deliveries according to a gas supply Demand Curve developed by the Company for each Aggregation Pool. Retail Natural Gas Suppliers must deliver to the city gate each day the volume projected by that Demand Curve, at the actual temperature experienced as provided by Columbia on the day after the Gas Day, unless otherwise directed by Columbia.

**5.9 Quality of Gas Delivered**

Retail Natural Gas Supplier warrants that all gas delivered by or on behalf of the Retail Natural Gas Supplier for its End-use Customers (including Cooperatives) under this tariff shall meet the quality, pressure, heating value and other quality specifications of the applicable Federal Energy Regulatory Commission Gas Tariff of the interstate gas pipeline delivering said gas to the Company.

**5.10 Title and Warranty**

Retail Natural Gas Supplier warrants that it will, at the time of place and delivery, have good right and title to all volumes of gas delivered on its behalf, free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify and hold the Company harmless for all suits, actions, debts, accounts, damages, costs, losses, or expenses including reasonable attorney fees, arising from or out of the adverse claims of any or all persons relating to or arising from said gas.

**5.11 Unaccounted-For Gas**

Retail Natural Gas Supplier agrees to Company's retention of a percentage of all volumes delivered to it for the account of its End-use Customers (including Cooperatives) to offset gas which is unaccounted-for in transporting these volumes. The unaccounted-for percentage to be used by the Company shall be based on Columbia Gas of Ohio, Inc.'s system wide average for the most recent twelve (12) months ending August 31 of each year and placed into effect as soon as practicable following the determination of the percentage.

**5.12 Timeliness and Due Diligence**

Retail Natural Gas Suppliers shall exercise due diligence in meeting their obligations and deadlines under this tariff so as to facilitate the Company's CHOICE® Program.

**5.13 Communications Requirements**

Retail Natural Gas Suppliers must be equipped with communications capabilities necessary to conduct business as a transportation customer and have access to the Company's Electronic Bulletin Board.

Filed in accordance with Public Utilities Commission of Ohio Order dated April 8, 2009 in Case Nos. 04-221-GA-GCR, 05-221-GA-GCR, and 96-1113-GA-ATA.

**SECTION VII**  
**PART 7 - END-USE 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 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.

**SECTION VII**  
**PART 7 - END-USE CUSTOMER ENROLLMENT PROCESS**

- 2) 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.
- 3) Any customer returned to the Company's sales service shall pay the applicable GCR 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 Demand Curves**

On or about the 20<sup>th</sup> of each month Company will provide the Retail Natural Gas Supplier or Governmental Aggregator with the normalized monthly volumetric profiles and daily Demand Curves for customers in the Retail Natural Gas Supplier or Governmental Aggregator Aggregation Pools.

**SECTION VII**  
**PART 13 - FULL REQUIREMENTS AGGREGATION SERVICE**

- 4) comply with the Dispute Resolution Requirements set forth in Section VII, Part 8 of this tariff.
  
- 5) comply with all Firm Daily Delivery Requirements provisions for service set forth in Section VII, Part 16 of this tariff.



SECTION VII

PART 16 - DAILY DELIVERY REQUIREMENTS

16.1 Daily Delivery Requirements

Unless otherwise directed by Columbia, each Retail Natural Gas Supplier shall deliver 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, the Retail Natural Gas Supplier must deliver each day the volume projected by the Demand Curve, at the actual temperature experienced, as provided by Columbia on the day after the Gas Day.

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. Likewise, Columbia may modify the demand curve during the months of May through August to offset any such planned under-deliveries in the months of October and November.

Columbia may revise the Demand 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.

16.2 Impact of Peaking Service on Demand Curves

Columbia shall provide CHOICE Retail Natural Gas Suppliers a firm peaking service, at no additional cost. Effective November 1, 2008, each Aggregation Pool of the Retail Natural Gas Suppliers will be provided a peaking service equal to 22% 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.

Columbia shall modify the Demand Curve for each Aggregation Pool to reflect Columbia's provision of the peaking service. For each Aggregation Pool of the Retail Natural Gas Suppliers, the Demand Curve shall remain constant between: (1) the Design Temperature; and, (2) the temperature at which the Demand Curve is equal to 78% of the Design Demand of the Aggregation Pool.

At temperatures colder than the Design Temperature, Columbia shall modify the Demand Curve downward by 22% of the Design Demand of the Aggregation Pool. Below the Design Temperature, the Demand Curve, thus modified, increases as temperature decreases.

**SECTION VII**  
**PART 16 - DAILY DELIVERY REQUIREMENTS**

**16.3 Delivery by Location**

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 TCO Market Area in which the Aggregation Pool is located.

**16.4 Request For An Alternate Delivery Point**

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 TCO, on a case-by-case basis. Such requests shall be for deliveries to satisfy Aggregation Pool requirements in the same TCO Market Area in which the requested alternate delivery point is located. To the extent a request is granted in writing by Columbia, deliveries to such Alternate Delivery Point shall be performed by the Retail Natural Gas Supplier in accordance with a Columbia supplied Demand Curve specific to the Alternate Delivery Point.

**16.5 Service Reliability**

Each Retail Natural Gas Supplier 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 TCO Market Areas constrained by upstream transportation capacity.

**SECTION VII**  
**PART 17 - CAPACITY ASSIGNMENT OPTION**

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.

E. 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's distribution system at the Market Area defined by TCO as Market Area 1. Thus, in Market Area 1, the sum of daily CHOICE volumes delivered by a Supplier via Panhandle Eastern and Trunkline, plus the CHOICE volumes delivered via TCO, must equal the Market Area 1 CHOICE delivery requirements specified in Sections 16.1 and 16.2 of this tariff.

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 20<sup>th</sup> 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 rendering 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.

**SECTION VII**  
**PART 17 - CAPACITY ASSIGNMENT OPTION**

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 should have instead been credited to Columbia's GCR customers, 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.

G. Capacity Assignment: Methodology for Initial Assignment

- (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. The initial assignments will be effective November 1, 2008, April 1, 2009, and each succeeding April 1. 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.

**SECTION VII**  
**PART 17 - CAPACITY ASSIGNMENT OPTION**

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.

- (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.
- (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 specified in 17.1.F multiplied by Columbia's Panhandle Eastern non storage-related EFT and Trunkline FT contract capacity.
- (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).
- (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.

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**SECTION VII**  
**PART 17 - CAPACITY ASSIGNMENT OPTION**

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 17.1G(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 17.1G(5) or 17.1G(7), as applicable, of the Retail Natural Gas Supplier's Aggregation Pool Design Demand for each such non-constrained Market Area.

- (9) 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. Section 17.1.H governs the term of assignments of TCO FTS and Columbia Gulf FTS-1. Columbia will make initial assignments of TCO FTS and Columbia Gulf FTS-1 for a term of 12 months in non-constrained areas. The TCO FTS and Columbia Gulf FTS-1 assignments in constrained areas will be month-by-month.
- (10) 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. Section 17.1.H governs monthly changes in assignment volumes of TCO FSS and TCO SST. Columbia will make the assignments of TCO FSS and TCO SST month-by-month.
- (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 1<sup>st</sup>.

Filed in accordance with Public Utilities Commission of Ohio Order dated April 8, 2009 in Case Nos. 04-221-GA-GCR, 05-221-GA-GCR, and 96-1113-GA-ATA.

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Effective: April 20, 2009

Issued By  
 J. W. Partridge Jr., President

## SECTION VII

## PART 17 - CAPACITY ASSIGNMENT OPTION

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.

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 incremental assigned capacity multiplied by the DCRF listed below for the month in which the capacity assignment became effective. The incremental assigned capacity is the assignment for the current month less the assignment effective for the prior month. The increment may be negative, in which case Columbia would pay the Supplier.

Effective Month of Assignment	DCRF
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%

- (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.

## H. Adjustments to Assignment: Monthly Review.

- (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.
- (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). Columbia will buy and/or sell storage inventory gas associated with the net change in the assigned TCO FSS capacity in constrained areas only if it is buying and/or selling storage inventory gas for all Retail Natural Gas Suppliers in non-constrained areas under Paragraph 17.1.H(3) below.

Filed in accordance with Public Utilities Commission of Ohio Order dated April 8, 2009 in Case Nos. 04-221-GA-GCR, 05-221-GA-GCR, and 96-1113-GA-ATA.



**SECTION VII  
PART 18 - BALANCING SERVICES**

**18.1 Balancing Services**

The Company provides:

Non-Temperature Balancing Service to Retail Natural Gas Suppliers serving customers under rate schedules FRSGTS, FRGTS or FRLGTS.

Non-Temperature 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 actual temperature experienced as provided by the Company on the day after the Gas Day, and

Full Balancing Service to Retail Natural Gas Suppliers serving customers under rate schedule FRCTS.

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.

SECTION VII  
PART 27 - FULL REQUIREMENTS GENERAL TRANSPORTATION SERVICE (FRGTS)

27.5 Full Requirements General Transportation Service Delivery Charge

Availability

Available to all customers provided the Customer consumes at least 300 Mcf, but less than 6,000 Mcf per year between September 1 and August 31, or the Customer is a Human Needs Customer that consumes at least 300 Mcf per year and is not otherwise eligible for service under rate schedule FRLGTS. Annual consumption for Customers served hereunder will be reviewed each August 31<sup>st</sup>.

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

- 1) First 25 Mcf per account per month \$1.7183 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.

27.6 Full Requirements General Schools Transportation Service Delivery Charge

Availability

Available to all primary and secondary school customer accounts provided the Customer consumes at least 300 Mcf, but less than 6,000 Mcf per year between September 1 and August 31, or the Customer is a Human Needs Customer that consumes at least 300 Mcf per year and is not otherwise eligible for service under rate schedule FRLGTS. Annual consumption for Customers served hereunder will be reviewed each August 31<sup>st</sup>.

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

- 1) First 25 Mcf per account per month \$1.6324 per Mcf
- 2) Next 75 Mcf per account per month \$1.2350 per Mcf
- 3) Over 100 Mcf per account per month \$0.9809 per Mcf
- 4) A Customer charge of \$21.37 per account per month, regardless of gas consumed.

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

SECTION VII  
PART 30 - ANCILLARY SERVICE RATES

NON-TEMPERATURE BALANCING SERVICE

30.1 Applicability

Applicable to all volumes transported by Retail Natural Gas Suppliers to Customers served under rate schedules FRSGTS, FRGTS or FRLGTS.

30.2 Rate

\$.2547 per Mcf for all volumes delivered to the Retail Natural Gas Supplier's Aggregation Pool during the billing month.

**SECTION VII  
PART 30 - ANCILLARY SERVICE RATES**

**FULL BALANCING SERVICE**

**30.3 Applicability**

Applicable to all volumes transported by Retail Natural Gas Suppliers to Customers served under rate schedule FRCTS.

**30.4 Rate**

\$0.4680 per Mcf of all volumes delivered to the Retail Natural Gas Supplier's Aggregation Pool during the billing month.

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