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PUCO EXHIBIT FILING

Date of Hearing: December 5, 2012

Case No. 12-2637-GA-EXM - Volume I

PUCO Case Caption: In the Matter of the Application to Modify, in accordance with section 4929.08, Revised Code, the Exemption Granted Columbia Gas of Ohio, Inc. in Case No. 08-1344-GA-EXM.

List of exhibits being filed:

Columbia Exhibit No. 3

Reporter's Signature: Maria DiPaolo Jones

Date Submitted: 12/6/12

BEFORE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of the Application to Modify, in accordance with Section 4929.08, Revised Code, the Exemption Granted Columbia Gas of Ohio, Inc. in Case No. 08-1344-GA-EXM.	:	Case No. 12-2637-GA-EXM

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PROCEEDINGS

before Ms. Christine M.T. Pirik, Hearing Examiner, at the Public Utilities Commission of Ohio, 180 East Broad Street, Room 11-A, Columbus, Ohio, called at 10:00 a.m. on Wednesday, December 5, 2012.

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VOLUME I

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

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

K. **"Default Sales Service" or "DSS"** means a Commission-regulated sales service provided by Columbia to: (1) Transition Customers, (2) those customers not eligible to participate in the CHOICE program or a Governmental Aggregation Program, and, (3) PIPP customers.

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

M. **"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) Backup Service; (5) volumes consumed by or delivered to Customers served under Rate Schedules SGS, SGTS and FRSGTS; and (6) non-Transportation Service Human Needs Customers.

N. **"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.

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

P. **"PUCO"** means Public Utilities Commission of Ohio.

Q. **"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.

R. "**SCO Rider**" means a rider established to collect the cost of the natural gas commodity on Ccf basis used to provide SCO and DSS service. The SCO Rider each month will be the NYMEX final settlement price for the applicable month plus the Retail Price Adjustment determined by the SCO auction divided by 10.

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

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Small General Schools Sales 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 a pipeline, distribution system or non natural gas fuel source, 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.

Low Usage, Low Income Incentive

Availability

The Low Usage, Low Income Incentive credit of $4 per account per month is available to a total of 6,000 residential customer accounts each month during the period from March 31, 2009 through the last billing unit of March, 2013. A Customer is eligible provided that the Customer qualifies or has qualified for the Home Energy Assistance Program, is not a participant in the Percentage of Income Payment Plan, and has annual weather-normalized throughput of less than 85 Mcf. The first 6,000 eligible Customers with the lowest annual consumption for the review period will receive the credit for the twelve months beginning with Unit 1 of billing in April of each year.

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 Choice Offer Rider;
(2) PIP Plan Tariff Schedule Rider;
(3) Uncollectible Expense Rider;
(4) Gross Receipts Tax Rider;
(5) Excise Tax Rider;
(6) CHOICE/SCO Reconciliation Rider;
(7) Infrastructure Replacement Rider;
(8) Regulatory Assessment Rider;
(9) Demand Side Management Rider; and
(10) Non-Temperature Balancing Service Fee.

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.

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 maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the General Schools 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 a pipeline, distribution system or non natural gas fuel, 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

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 Choice Offer Rider;
(2) PIP Plan Tariff Schedule Rider;
(3) Uncollectible Expense Rider;
(4) Gross Receipts Tax Rider;
(5) Excise Tax Rider;
(6) CHOICE/SCO Reconciliation Rider;
(7) Regulatory Assessment Rider;
(8) Infrastructure Replacement Program Rider; and
(9) Non-Temperature Balancing Service Fee.

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.

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.

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) Standard Choice Offer Rider (SCO);
(2) PIP Plan Tariff Schedule Rider;
(3) Gross Receipts Tax Rider;
(4) Excise Tax Rider;
(5) CHOICE/SCO Reconciliation Rider;
(6) Regulatory Assessment Rider;
(7) Infrastructure Replacement Program Rider; and
(8) Non-Temperature Balancing Service fee

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.

NON-TEMPERATURE BALANCING SERVICE

Applicability

Applicable to all customer accounts served under Rate Schedule SGS, GS, and LGS.

Rate

All gas consumed per account per month $0.27/Mcf

CHOICE/SCO 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; the flow-through of refunds; the flow-through of shared Off-System Sales and Capacity Release Revenue as defined in Section 39 of the Revised Program Outline filed on November 28, 2012 in Case No. 12-2637-GA-EXM; recovery of incremental program costs resulting from the implementation of SCO program and audit expenses to the extent such audit is conducted by an independent auditor. Gas cost expense includes, but is not limited to, capacity costs; commodity costs; penalty charges and storage carrying costs. Recoveries include, but are limited to, revenue received from the sale of gas to SCO providers and TS customers; revenue received through the provision of balancing service(s); refunds; penalty revenue; revenue received from suppliers due to failure to comply with Operational Flow Orders and Operational Matching Orders; Off-System Sales and Capacity Release Sharing Revenue; unused SCO Supplier Security Requirements; Larger Logo Service Net Revenue and revenue from operational sales. In addition this mechanism will 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 ($0.1932)/Mcf

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

"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

"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.

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

"Choice Aggregation Pool" means a group of customers served by a Retail Natural Gas Supplier that are located within the same PSP. A Retail Natural Gas Supplier may have more than one Choice Aggregation Pool. A Retail Natural Gas Supplier must in the aggregate, across all Choice Aggregation Pools, serve more than 100 customers or 10,000 Mcf of annual throughput, and have executed a Full Requirements Aggregation Service Agreement with the Company prior to initiating service as a Retail Natural Gas Supplier.

"Cooperative Aggregation Pool" means a group of Cooperatives served by a common Supplier. Cooperatives with a Supplier's Cooperative Aggregation Pool must be located within the same PSP.

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"Capacity Assignment Percentage" shall mean the percentage of the Design Demand of a Supplier's customer group that the Supplier shall receive in total through direct capacity assignment by Columbia and a peaking service provided by Columbia. This percentage as calculated by Columbia shall be approximate to but not exceed 100% .

"Ccf: _Is an acronym which stands for Hundred Cubic Feet of Natural Gas.

"CGT" means Columbia Gulf Transmission Company.

"CHOICE"- means the program under which CHOICE Eligible Customers may choose their natural gas suppliers.

"CHOICE Customer"- means a CHOICE Eligible Customer who has enrolled with a CHOICE Supplier.
CHOICE Eligible Customer- means all Human Needs Customers and all Customers using less than 6,000 Mcf per year, excluding 1) Customers of PIPP, 2) Customers of Transportation Service and 3) Customers that are more than 60 days in arrears, or more than 30 days in arrears if on a payment plan.

"CHOICE Supplier" means a certified retail natural gas supplier participating in Columbia's Customer CHOICE Program.

"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 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.

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"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.

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

"Cooperative" means an association organized pursuant and subject to Ohio Cooperative Law, Chapter 1729 of the Ohio Revised Code and any subsequent amendments thereto. The Cooperative itself is the customer to whom Columbia provides transportation service. However, under no circumstances, shall a master metered system as defined in Ohio Revised Code Section 4905.90 (e), or any customers of such system, be deemed a Cooperative under this tariff.
"Cooperative Construction Coordinator" means person retained on site by Columbia, during construction of facilities by a Cooperative or a contractor selected by a Cooperative, to coordinate and guide the activities associated with natural gas facilities construction in accordance with all applicable requirements.

"Cooperative's Facilities" means the property and facilities constructed and maintained by the Cooperative for delivery of natural gas to its members.

"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/SCO Reconciliation Rider to be charged all CHOICE, SCO and DSS 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 provided 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's Billing Cycle" means the monthly period that occurs between monthly meter readings taken or estimated 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.

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"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).

"Default Sales Service" or "DSS" means a Commission-regulated sales service provided by Columbia to: (1) Transition Customers, (2) those customers not eligible to participate in the CHOICE program or a Governmental Aggregation Program, and, (3) PIPP customers.

"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 Choice and SCO 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 PSP based on the temperature for the individual weather stations. The Demand Curve uses this weighted average temperature.

"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.

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"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.

"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.

"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 Adjustment" means an adjustment that Columbia shall make equally to all CHOICE, DSS and SCO Demand Curves that is representative of the Ohio Production supply quantities, firm city gate supplies, and those supplies purchased by Columbia through Operationally Retained Capacity.

Local Gas Purchase Adjustment- means an adjustment that Columbia shall make equally to all CHOICE, DSS and SCO Demand Curves that is representative of the Ohio Production supply quantities, firm city gate supplies, and those supplies purchased by Columbia via Operationally Retained capacity.

"Local Gas Purchase Percentage" means the percentage adjustment that Columbia shall apply equally to all CHOICE and SCO Demand Curves representative of the expected annual volume of Ohio Production, purchases

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under city gate gas purchase contracts and supplies purchased by Columbia via the Operationally Retained Capacity.

"Local Gas Purchase Price" means the TCO Monthly Index plus a fixed dollar amount, to be determined annually. The fixed dollar amount shall be determined through the comparison of Columbia's actual, normalized purchase rate, including demand costs, with the weighted TCO Monthly Index for the most recent November-October period.

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

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

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

"MDQ" means maximum daily quantity.

"Mercantile Customer" has the meaning set forth in division (L) of Section 4929.01 of the Ohio Revised Code.

"NAESB"- Is an acronym which stands for the North American Energy Standards Board.

"Natural Gas Company" has the meaning set forth in division (G) of Section 4929.01 of the Ohio Revised Code.

"NCGT" means North Coast Gas Transmission, LLC.

"New Customers" means (a) customers establishing service with Columbia for the first time, including both the initial installation of a new meter at a premise as well as an account transfer or switch from one customer to another; or (b) customers relocating within Columbia's service territory.

"NYMEX" means the New York Mercantile Exchange.

"NYMEX Price" means the final settlement price of the natural gas futures contract each month.

"Operationally Retained Capacity" means that portion of Columbia's firm city gate and related upstream pipeline capacity that Columbia is unable to directly assign to CHOICE and SCO 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.

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"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.

"Peak Day Forecast"- Shall mean the projected Columbia system maximum daily firm demand determined annually by Columbia. This determination shall exclude the demand of qualifying TS customers that have elected Backup Service.

"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, and Operationally Retained Capacity. This service is provided to meet CHOICE and SCO 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 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 and shall consist of the following: interconnections with Panhandle Eastern Pipe Line Company, and Columbia Gas Transmission, LLC. The interconnections with Columbia Gas Transmission, LLC include the Market Areas and Master List of Interconnections as defined in the General Terms and Conditions of the FERC Gas Tariff of Columbia Gas Transmission, LLC. As of December 2, 2009, the Columbia Gas Transmission, LLC Pipeline Scheduling Points included: 22 (Portsmouth); 23-1 (Toledo); 23-3 (Lima); 23-4 (Alliance); 23-5 (Columbus); 23-6 (Dayton); 23-8 (Mansfield); 23-9 (Ohio Misc.); 23N-2 (Parma); 23N-7 (Sandusky); 24-35 (Pittsburgh); and 24-39 (New Castle).

"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 Section 4929.22(F) of the Ohio Revised Code and as directed by the Commission.

"Program Year"- means the twelve month period beginning April 1st through the following March 31st.

"PUCO" means the 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.

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"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 SCO period, the combination of which when divided by ten (10), shall represent the price paid by Columbia's SCO and DSS Customers per Ccf of consumption, exclusive of Commission approved transportation charges, fixed charges, surcharges, riders or taxes.

"SCO"- Is an acronym that stands for Standard CHOICE Offer.

"SCO Auction" – An SCO Auction is an auction in which the winning bidders receive both the right and obligation to provide natural gas commodity for a specified list of Choice eligible customers that have not elected a CHOICE Retail Natural Gas Supplier and are not served through Governmental Aggregation Programs plus their proportionate share of DSS customers' load.

"SCO Customer" – means a Choice Eligible Customer that has not elected a CHOICE Retail Natural Gas Supplier and is not served through a Governmental Aggregation Program.

"SCO Service" means commodity service available to CHOICE eligible customers that have not elected a CHOICE Retail Natural Gas Supplier and are not served though Governmental Aggregation Programs in accordance with Columbia's tariff, as modified from time to time.

"SCO Supplier" means a winning SCO Auction bidder that has received the right, and has the obligation, to provide natural gas commodity for a specified list of CHOICE eligible customers that have not elected a Competitive Retail Natural Gas Supplier and that are not served through Governmental Aggregation Programs.

"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.

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"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.

"SCO" means Standard CHOICE Offer.

"SCO Auction" means the process that determines the Retail Price Adjustment and auctions off Tranches of SCO and DSS customer supply requirements to potential SCO Suppliers.

"SCO Supplier Agreement" means the contract between Columbia and each SCO supplier setting forth the terms and conditions of the gas supply service to be provided by the SCO supplier.

"Staff" means the Staff of the Public Utilities Commission of Ohio.

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

"Supplier" means the combination of all CHOICE Suppliers and all SCO Suppliers.

"Supply Curve" means the daily delivery requirement of a Supplier to Columbia from a pipeline other than TCO or the daily delivery requirement of a Supplier from TGP to TCO at Dungannon.

"System-Wide Retention Factor" means a percentage applied to consumption representing Columbia's system average lost and unaccounted for volumes and company use gas.

"TCO" means Columbia Gas Transmission, LLC.

"TCO Daily Index" means the price as reported in *Platts Inside FERC Gas Market Report* for the applicable day for "Columbia Gas , Appalachia" under the heading "Midpoint".

"TCO Monthly Index" means the price as reported in *Platts Inside FERC Gas Market Report* for the month of purchase, in the monthly report titled "Pricing of spot gas delivered to pipelines", under the column heading "Index for Columbia Gas, Appalachia".

"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.

"TGP" means Tennessee Gas Pipeline Company, L.L.C..

"Toll Free" means telephone access provided to a Customer without toll charges to the Customer.

"Transition Customers" means those customers eligible to participate in the CHOICE Program or Governmental Aggregation programs but who are not enrolled in either program nor assigned an SCO Supplier at the commencement of the billing month.

"TRK" means Trunkline Gas Company, LLC.

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PART 2 - DEFINITIONS OF TERMS

"Tranche" means a relatively equal portion of Columbia's SCO and DSS supply requirements to be put up for bid in the SCO Auction.

"Weighted Average BTU Conversion Factor" means the calculation of a BTU value, performed on an annual basis, weighted by deliveries at each Pipeline Scheduling Point at which Columbia receives natural gas supplies.

"XRD" means Crossroads Pipeline Company.

SECTION VII

PART 16 - DAILY DELIVERY REQUIREMENTS

16.1 Daily Delivery Requirements

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

16.2 Demand Curves

Unless otherwise directed by Columbia, each Supplier shall deliver daily to Columbia on a firm basis, gas volumes for each of the Supplier's Aggregation Pools or Tranche(s) as indicated by the applicable Demand Curve, based on the actual temperature experienced for each Gas Day. Columbia shall post actual temperatures on its interactive website, on the day after the applicable Gas Day. If an SCO Supplier is also a CHOICE Supplier, Columbia will provide a single Demand Curve by PSP each month.

CHOICE program Demand Curves will be based on contracted customer load requirements. SCO Demand Curves will be based on assigned customer load requirements and their proportionate share of DSS load requirements for each Pipeline Scheduling Point. The per tranche proportionate share of DSS load requirements shall be determined through the establishment of a base Demand Curve divided by the number of winning tranches.

Columbia shall develop the Demand Curves through the use of historical monthly customer billing data; proportionally adjusted to Columbia's Design Demand; 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.

Upon prior notice to Choice and SCO Suppliers, Columbia may modify the Demand Curves during the calendar months of October and November to provide for deliveries by the Supplier that are less than the projected consumption level of Supplier's Aggregation Pool or Tranche allocation. Likewise, Columbia may modify the 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.

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

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 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's provision of this Peaking Service shall result in a Demand Curve with a constant Supplier 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 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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All 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. Supply Curves

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.

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.

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.

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.

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B. TGP Interconnection with TCO at Dungannon ("Dungannon")

Columbia shall provide separate Supply Curves for each Supplier assigned TGP pipeline capacity with a primary delivery point to TCO at Dungannon.

Supplies delivered via TGP to TCO at Dungannon are operationally required and the associated nominations constitute daily required deliveries during colder weather generally experienced during the months of November through March. Suppliers shall deliver to TCO at Dungannon each day the volumes set forth by their Columbia provided Dungannon Supply Curve at the forecast temperature of the PSP in which Dungannon is located. Supplies delivered to TCO at Dungannon may be utilized by the Suppliers as they determine in their sole judgment including, satisfying their Demand Curve requirements, providing supplies for Transportation Service Customers, selling gas to another Supplier behind the Dungannon interconnection or any combination of these options. Only supplies delivered by a Supplier to TCO at Dungannon and further nominated to Columbia via TCO and allocated to one of their Aggregation Pools or Tranches shall count as a portion of the Supplier's Demand Curve requirements for that PSP in which the nomination to Columbia is made and confirmed by TCO.

Failure by a Supplier to deliver, at a minimum, from TGP to TCO at Dungannon, the specific volume of gas as required by the Dungannon 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 Dungannon Supply Curve and the actual volumes nominated. In the event that Columbia requests a modification of the nomination requirements specified by the Dungannon Supply Curve, such changes shall be incorporated into any determination regarding a Supplier's satisfying the Dungannon Supply Curve delivery requirements.

C. Coordination with TCO Deliveries

Supplier nominations from TCO to Columbia shall be utilized in conjunction with any supplies nominated from a pipeline other than TCO, if any, to match each Demand Curve's supply requirements at the actual temperature posted for the relevant PSP. Suppliers may utilize forecast temperatures as a guideline in scheduling supplies from TCO but must utilize the actual posted temperature when making final Demand Curve nominations to Columbia.

16.5 Delivery by Location

Suppliers shall deliver on a firm basis, sufficient supplies of natural gas to meet their Demand Curves. For each Demand Curve, such delivery shall be made at Columbia receipt points within the specific TCO PSP for which the Demand Curve is developed.

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PART 16 - DAILY DELIVERY REQUIREMENTS

16.6 Request for an Alternate Delivery Point

Columbia will consider, to the extent operationally feasible, 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 Demand Curve requirements in the same TCO PSP 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 Supplier in accordance with a Columbia supplied Supply Curve specific to the Alternate Delivery Point.

16.7 Service Reliability

Each 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.

16.8 Failure to Deliver to Demand and Supply Curves – Non-Compliance Charges

Non-Compliance Charges - On days when an OFO/OMO is not in place, a per Dth Non-Compliance Charge equal to the higher of $10.00 or 150% times the TCO Daily Index adjusted for SST commodity and shrinkage will be billed the Supplier based upon the Dth quantity difference between the Supplier's daily Demand and/or Supply Curve delivery requirement and the actual pipeline daily confirmed volume delivered to Columbia, for each day of difference.

On days when an OFO/OMO is in place, a per Dth Non-Compliance Charge equal to the higher of $30.00 or 150% times the TCO Daily Index adjusted for SST commodity and shrinkage will be billed the Supplier based upon the Dth quantity difference between the Supplier's daily Demand and/or Supply Curve delivery requirement and the actual pipeline daily confirmed volume delivered to Columbia, for each day of difference.

In addition to the above Non-Compliance Charges, on days when Columbia incurs a penalty from an upstream pipeline provider, CHOICE and/or SCO Suppliers that have failed to match deliveries to Columbia with those specified by their Demand Curves and/or Supply Curves applicable to deliveries by the penalizing pipeline, shall pay a proportionate share of the penalty costs incurred by Columbia.

16.9 Combined Daily Nominations

Any Supplier that serves one or more Choice Aggregation Pools and also serves one or more SCO Tranches must make combined daily nominations for Choice and SCO. These combined nominations apply to both Demand Curves and Supply Curves.

16.9.

RESERVED FOR FUTURE USE

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, and operationally required city gate supplies referred to as its "Capacity Portfolio.

A. Columbia shall allocate its capacity contracts to be temporarily assigned all Suppliers on a "level playing field" basis each program year.

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 total capacity/city gate supply portfolio including firm pipeline contracts, Ohio Production supply contracts, and operationally required city gate supplies, less the firm capacity retained by Columbia for release to Transportation Service Customers and less the capacity retained by Columbia to provide Backup 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. Each Supplier will receive equal percentage assignments of capacity not to exceed 100% of its Program Year Design Demand for each PSP to meet their delivery obligation.

E. Capacity assignment under this process to be effective April 1st, of each SCO Program Year shall be refreshed each month consistent with changes in the CHOICE/SCO Suppliers customer groups or delivery obligations.

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 up to but not to exceed 100% of its Design Demand delivery obligation, including the Peaking Service provided by Columbia ("Capacity Assignment Percentage"). The firm capacity assigned to suppliers shall exclude capacity Columbia has retained for assignment to Transportation Service Customers and to provide Backup Service to Transportation Service Customers.

2. Columbia shall retain TCO FSS and PEPL FS storage capacity (including associated transportation capacity) to provide CHOICE/SCO and DSS balancing services. This retained storage capacity shall be equal to approximately 22% of the Design Demand. Columbia shall also retain all Ohio Production contracts, firm city gate supplies and all Operationally Retained Capacity not otherwise assignable as described hereinafter. Columbia shall use the capacity retained to first provide its firm Peaking Service and the other limited firm supply services for Suppliers and thereafter 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 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.

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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 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. At all other PSP, TCO FTS capacity assigned shall also have upstream CGT FTS-1 capacity assigned in proportion to Columbia Gulf FTS-1 capacity held by Columbia.

5. To the extent that Columbia is unable under this methodology to fully assign all city gate firm capacity including PEPL, PEPL/TRK, 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 with which Columbia has contracted 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) TGP Rate Schedule Firm Transportation Service ("FT-A")

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.

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PART 17 - CAPACITY ASSIGNMENT

D. Suppliers shall deliver natural gas supplies to Columbia from its 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 non-compliance charge 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 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. Columbia will provide Suppliers with Supply Curves for the required deliveries from TGP to TCO at Dungannon. These Supply Curves will be determined based upon TCO's requirements to serve downstream markets. The TGP Dungannon Supply Curves shall represent the minimum amount of supply that a Supplier must nominate from TGP to TCO at the forecasted temperature for the PSP in which Dungannon is located. A Supplier that schedules quantities from TGP to TCO at Dungannon which is less than that required by the associated Supply Curve at the forecast temperature shall incur the same non-compliance charge 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 receive assignment of 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 SCO 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 SCO Auction, will be credited to the CSRR.

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PART 17 - CAPACITY ASSIGNMENT

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 1st of each SCO Program Year and refreshed monthly consistent with changes in the CHOICE and SCO Suppliers customers' Design Demand delivery obligation and SCO Supplier's proportionate share of DSS Design Demand delivery obligation, 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, Contract Nos. 18604 and 18122 respectively, where the utilization of alternate points will cause additional charges to be incurred by Columbia. The approved receipt and delivery points under these PEPL and TRK contracts are set forth in the table below. In the event the Supplier receives and/or delivers natural gas at points other than those approved points set forth in the table below 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 and/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.

PEPL Contract No. 18604

Approved Receipt Points

Primary	Bourbon (PBRBN)

Approved Delivery Points

Primary	Columbia of Ohio Maumee (COLOH)
Secondary	Lebanon Lateral (02821)
Secondary	Columbia Gas Maumee (COLGA)
Secondary	Columbia Gas Cecil (CECIL)
Secondary	NIPSCO (NIPS)*
Secondary	East Ohio (EOHIO)*

*Incremental 2 cent commodity cost

TRK Contract No. 18122

Approved Receipt Points

Primary	Patterson-ANR (80368)
Secondary	ELA or WLA

Approved Delivery Points

Primary	Bourbon-TGC (80023)

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E. The assigned TCO FSS Storage 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 Maximum Stored Quantity (MSQ) will be in the same ratio to the assigned Maximum Daily Withdrawal Quantity (MDWQ) as the ratio that exists between the MSQ and the MDWQ in Columbia's PEPL FS contract.

F. 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 MDWQ 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 MDWQ of the assigned PEPL FS capacity adjusted for retainage on PEPL, rounded up to the nearest whole Dth.

G. 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 and Release.

A. Following Columbia's assignment of capacity to Suppliers made on April 1st of each Program Year Columbia shall review the amount of capacity assigned to Suppliers monthly and shall release capacity for subsequent months based on the Columbia determined Design Demand of each Supplier's then current customer group(s) or delivery obligation.

B. Subsequent to Columbia's release of capacity to Suppliers on April 1st of each Program Year for any release, recall and reassignment of capacity by Columbia pursuant to this Section, each Supplier 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 Suppliers are assigned capacity, and/or to satisfy the delivery requirements of their individual Demand and/or Supply Curves. Columbia shall not have any responsibility to purchase and/or sell storage volumes to Suppliers pursuant to this Paragraph 17.4.B.

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PART 17 - CAPACITY ASSIGNMENT

C. Notwithstanding the provisions of Section 17.4.B of this tariff, the following exemptions shall apply:

1. If a CHOICE or SCO Supplier(s) leaves or if a CHOICE or SCO Supplier is terminated from Columbia's CHOICE Program® or SCO 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 SCO Supplier leave or a CHOICE or SCO 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) + TCO FSS Injection Charges}

D. 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 pipeline and related to service prior to the recall/reassignment of the capacity.

E. If a new CHOICE Supplier enters the CHOICE Program® Columbia will assign capacity in accordance with the Capacity Allocation Process and Paragraph 17.4.A of this tariff. CHOICE Suppliers so assigned capacity shall be responsible for the acquisition of any and all commodity supplies necessary to provide the required supplies to Columbia under their Demand and/or Supply Curves, including but not limited to storage inventory volumes.

17.5 Storage Gas Inventory Transfers

On April 1st of each Program Year, each SSO Supplier not continuing as an SCO Supplier, or continuing as an SCO Supplier with fewer tranches in the SCO Program, must offer for sale to the replacement SCO Supplier(s) and the replacement SCO Supplier(s) must purchase, an amount of storage inventory equal to 2% of the TCO FSS SCQ assigned the Supplier by Columbia effective April 1st of the applicable Program Year. The price of the storage inventory sold to each SCO Supplier shall be equal to the first of the month TCO Monthly Index price, for April of the applicable Program Year, adjusted for the TCO SST commodity rate, TCO SST retainage rate, TCO FSS retainage rate, and TCO FSS injection charges. Payment for such transfers will occur not more than five days subsequent to the receipt of an invoice. More specifically, the price shall be determined as follows:

Price per Dth Paid to Supplier = {((April first of the month TCO Monthly Index Price for new SCO Program Year / (1 –TCO SST Shrinkage Rate) + TCO SST Commodity Charge) / (1 – TCO FSS Shrinkage Rate) + TCO FSS Injection Charges}

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Columbia will not be required to either purchase or sell storage inventory volumes as part of such a transfer, but may be called upon to help facilitate communications between parties.

Columbia will not purchase or sell storage commodity volumes associated with the monthly assignment of capacity except as provided for in Section 17.4.C.

Any CHOICE Supplier exiting the CHOICE Program will be solely responsible for the disposal of any gas inventory in its Columbia assigned storage capacity, at its own expense. Any SCO Supplier not continuing, or continuing but with a fewer number of tranches, as a Supplier for the next SCO period must offer for sale to the succeeding SCO Supplier(s), and the succeeding SCO supplier must purchase, an amount of storage inventory equal to 2% of the TCO FSS SCQ assigned to the Suppliers by Columbia effective April 1 of the next Program Year. The sale shall be completed on April 1st of each subsequent Program Year using the same index based price formula as was used for the prior April 1st sale, and replacing the prior April first of the month TCO Monthly Index price with the first of the month TCO Monthly Index price for the April in which the sale occurs. Columbia will not be required to either purchase or sell storage inventory volumes as part of such a transfer, but may be called upon to help facilitate communications between parties.

17.6 **Reassignment of Capacity**

Suppliers may reassign capacity, subject to recall by Columbia. The original assignee shall remain subject to all Operational Flow Orders (OFO) and Operational Matching Orders (OMO) and all 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 and/or Supply Curves provided the Supplier by Columbia.

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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 TGP capacity to a third party, subject to recall by Columbia. The reassignment of any TGP capacity will not alter or amend, in any fashion the TGP Supply Curve for delivery to TCO at Dungannon provided the Supplier by Columbia. The sum of all daily nominations by the Supplier and the third party to which TGP capacity is released by the Supplier, at the TGP/TCO Dungannon interconnect, must, at a minimum, meet the Supply Curve delivery quantity at the forecast temperature for the Dungannon interconnect.

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.

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%

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 with implementation of each SCO Program Year, on April 1st Columbia will retain a portion of its TCO FSS and PEPL FS storage capacity equal to approximately 22% of the Design Demand 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, when not required to provide Non-Temperature balancing service for its CHOICE, SCO and DSS customers, 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, SCO and DSS 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.

SECTION VII
PART 20 - PAYMENTS TO SUPPLIERS

4) 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.

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

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

7) 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.

8) All other amounts owed directly to Columbia by a Supplier, except for gas commodities provided by Columbia through the provision it's balancing and peaking services which shall be paid for by suppliers during the annual reconciliation process.

9) All other documented amounts which Columbia is entitled to recoup from a Supplier.

10) 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.

SECTION VII

PART 23 - RECONCILIATION OF CONSUMPTION AND SUPPLIER DELIVERIES

23.1 Annual Reconciliation of Imbalances

A. Columbia will reconcile imbalances on an annual basis as of March 31st for each Supplier, through determination of the difference between the CHOICE Supplier's deliveries for the twelve-month period ended March 31st for each of its CHOICE Supplier's Aggregation Pools with the actual consumption of the CHOICE Supplier's Aggregation Pools, including any adjustments applicable to the annual period ended March 31st for CHOICE Suppliers. CHOICE 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 consumption of a Supplier's Choice Aggregation Pools shall incorporate an unbilled adjustment.

B. Effective each April 1st, Columbia will reconcile imbalances on an annual basis as of March 31st for each SCO Supplier, through determination of the difference between the SCO Supplier's deliveries for the twelve-month period ended March 31st and the actual consumption of the SCO Supplier's allocated customers, including any adjustments applicable to the annual period ended March 31st, plus the allocated DSS Customer consumption per Tranche for the twelve-month period ending March 31st multiplied by the number of Tranches for which the SCO Supplier is responsible for providing natural gas supplies to Columbia. The SCO consumption shall reflect billed volumes. SCO 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. SCO Suppliers that are also CHOICE Suppliers will be reconciled on a combined basis in accordance with the formulas set forth in Parts 23.1A and 23.1B above.

C. The cash-out price per Dth shall be equal to the TCO Monthly Index adjusted for TCO SST retainage, the TCO SST Commodity charge, FSS retainage and the FSS Injection charge. 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 formula is as follows:

Monthly Price per Dth = {TCO Monthly Index Price / (1-TCO SST retainage rate) + TCO SST commodity charge} / (1- TCO FSS retainage rate) + TCO FSS injection charge

D. Imbalances will be eliminated through payment from Columbia to Suppliers for excess deliveries and through payment from Suppliers to Columbia for under-deliveries. The payment shall be determined by multiplying the imbalance calculated pursuant to Paragraph 23.1.A. by the cash-out price pursuant to Paragraph 23.1.B. If a Supplier is both an SCO Supplier and a CHOICE Supplier, the Supplier must elect the same Cash out option for both programs.

E. The Supplier must elect one of two options.

1. Option 1. Cash out = Annual imbalance * (Sum of Monthly Price per Dth For 12-Months/12)
2. Option 2. Cash out = Twelve month sum of the products Monthly imbalance * Monthly Price per Dth.

F. If the Supplier must pay Columbia as a result of the calculation in Paragraph 23.1.C, then the payment shall be increased by a factor equal to (1 + Gross Receipts Tax Rate).

SECTION VII

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

25.7 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 Customer's 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:

	On and After December 3, 2009
Monthly Delivery Charge	$16.92 per Month

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Full Requirements Small General Schools Transportation Service 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 a pipeline, distribution system or non natural gas fuel source, 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 fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

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/SCO Reconciliation Rider;
5) Uncollectible Expense Rider;
6) Infrastructure Replacement Program Rider;
7) Demand Side Management Rider, and
8) Non-Temperature Balancing Service fee.

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 26 – OHIO PRODUCTION AND OPERATIONALLY RETAINED CAPACITY

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

26.1 Columbia purchases certain Ohio Production and firm city gate supply 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 (b) are of such small volume that direct assignment to Suppliers is impractical.

26.2 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, SCO and DSS Customers at various locations on Columbia's system. Columbia shall retain such capacity and refer to this capacity as Operationally Retained Capacity.

26.3 Columbia shall manage the Ohio Production, firm city gate supplies, and Operationally Retained Capacity to the benefit of all Suppliers and CHOICE, SCO and DSS Customers. Columbia shall utilize these resources to provide limited seasonal supplies and provide a Peaking Service to all Suppliers on an equal percentage of Design Demand basis.

26.4 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 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.

26.5 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 = (Suppliers Demand Curve requirement * Local Gas Adjustment Percentage) / (1 – Local Gas Adjustment Percentage)

26.6 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 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.

SECTION VII

PART 26 – OHIO PRODUCTION AND OPERATIONALLY RETAINED CAPACITY

26.7 All costs incurred by Columbia to purchase Ohio Production, firm city gate supplies and supplies purchased utilizing the Operationally Retained Capacity, including demand costs, shall be charged to the CSRR. All revenue received from Suppliers through the Local Gas Purchase Requirements shall be credited the CSRR.

26.8 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)

27.8 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 maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Full Requirements General Schools Transportation Service 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 a pipeline, distribution system or non natural gas fuel source, 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 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/SCO Reconciliation Rider;
5) Uncollectible Expense Rider,
6) Infrastructure Replacement Program Rider, and,
7) Non-Temperature Balancing Service fee.

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)

28.3 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 Requirements Large General Transportation Service (FRLGTS) 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 a pipeline, distribution system or non natural gas fuel source, 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,
5) CHOICE/SCO Reconciliation Rider, and
6) Non-Temperature Balancing Service fee.

SECTION VII
PART 29 - BILLING ADJUSTMENTS

CHOICE/SCO 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; the flow-through of refunds; the flow-through of shared Off-System Sales and Capacity Release Revenue as defined in Section 39 of the Revised Program Outline filed on November 28, 2012 in Case No. 12-2637-GA-EXM; recovery of incremental program costs resulting from the implementation of SCO programs and audit expenses to the extent such audit is conducted by an independent auditor. Gas cost expense includes, but is not limited to, capacity costs; commodity costs; penalty charges and storage carrying costs. Recoveries include, but are not limited to, revenue received from the sale of gas to SCO providers and TS customers; revenue received through the provision of balancing service(s); refunds; revenue received from suppliers due to failure to comply with Operational Flow Orders and Operational Matching Orders; Off-System Sales and Capacity Release Sharing revenue; demand/supply curve non-compliance charges; revenue from operational sales; unused SCO Supplier Security Requirements, and Larger Logo Service Net Revenue. In addition this mechanism will 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	($ 0.1932)/Mcf

SECTION VII
PART 30 - ANCILLARY SERVICE RATES

NON-TEMPERATURE BALANCING SERVICE

30.1 Applicability

Applicable to all volumes consumed by CHOICE, SCO Customers and DSS Customers under rate schedules FRSGTS, FRGTS or FRLGTS.

30.2 Rate

All gas consumed per account per month $0.27/Mcf.

SECTION VIII – GAS SUPPLY AUCTION FOR STANDARD CHOICE OFFER
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SECTION VIII
PART 3 – SCO AUCTION PROCESS

3.1 SCO AUCTION

1) Columbia will conduct an SCO Auction in which Competitive Retail Natural Gas Suppliers ("CRNGS") certified by the Commission can compete for the ability to supply a share of the gas supply requirements for Columbia's Standard CHOICE Offer.

3.2 AUCTION BID VOLUME

1) The forecasted SCO supply requirements to be auctioned will be divided as equally as is practical into the maximum number of Tranches offered Suppliers ("Tranches"). The number and approximate size of a Tranche will be calculated by Columbia and provided to potential bidders, prior to the SCO Auction. The actual number, and size, of the tranches used in an auction may vary from year to year.

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. The maximum number of Tranches a Supplier may bid upon may vary from year-to-year dependent upon the number of Tranches to be offered suppliers. Columbia shall notify potential bidders, prior to the SCO Auction of any change to the maximum number of Tranches that may be bid upon.

3.3 AUCTION BID PRICE

1) Bidding in the SCO Auction will be for the Retail Price Adjustment, which will be fixed for the entire SCO Program Year.

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 SCO Program Year to determine the monthly SCO Price per Mcf that will be converted to the rate per Ccf billed to SCO Customers for gas delivered by SCO Supplier to allocated Customers and billed by Columbia to the DSS Customers.

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.

SECTION VIII
PART 3 – SCO 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 SCO Auction will end when the number of Tranches bid at an offered price equals the maximum number offered by Columbia. However, if the number of Tranches bid in a round is less than the maximum number offered by Columbia, 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 the maximum number offered by Columbia. If in this process, the number of Tranches bid once again drops to less than the maximum number of Tranches offered, then the immediately prior round shall be considered the final round. In such event, because the final round will have more than the maximum number of Tranches offered by Columbia bid, the size of each Tranche will be proportionally lower as the number of customers assigned each Tranche shall be reduced accordingly. The actual number, and size, of the tranches used in an auction may vary from year to year.

7) In the event unforeseen circumstances occur during the SCO Auction that call 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 SCO Auction, the winning Retail Price Adjustment and the names of the winning bidders will be filed with the Commission for its approval.
2) Winning bidders shall execute an SCO Supplier Agreement within one week following the approval of the SCO results by the Commission.

3.6 BIDDER CONFIDENTIALITY

1) Bidders' names will be held confidential for the period of time directed by the Commission.

SECTION VIII
PART 4 – SCO SUPPLIER QUALIFICATIONS

4.1 QUALIFICATION REQUIREMENTS FOR SCO AUCTION PARTICIPANTS

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

   C) Be CRNGS certified and maintain that certification during the period in which the SCO Supplier serves in that capacity;

   D) Successfully complete training as specified by Columbia no later than two weeks prior to initial flow of gas as an SCO Supplier;

   E) Agree to comply with all SCO Auction program rules and requirements as reflected in the Program Outline, SCO Supplier Agreement, Columbia's tariff, and applicable Commission orders;

   F) Meet SCO Supplier credit requirements;

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

   H) Designate the number of Tranches on which the potential SCO Supplier would like to be able to bid;

   I) Acknowledge the receipt of SCO Auction rules and procedures and agree to be bound by those rules and procedures;

   J) Acknowledge receipt of forecasted SCO customer supply requirement data;

   K) Participate in preparatory and informational meetings directed toward potential bidders;

   L) Acknowledge the receipt from Columbia of the confidential notice setting forth the maximum number of Tranches on which the bidder is qualified to bid; and,

   M) 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 Tariff.

N) Agree to provide Columbia with any additional documents and to take any additional steps that Columbia may request to perfect Columbia's interest in the Accounts Receivable being sold and assigned to Columbia pursuant to the SCO Supplier Agreement including authorizing the filing of UCC-1 financing statements to perfect Columbia's interest.

SECTION VIII
PART 4 – SCO SUPPLIER QUALIFICATIONS

2) Potential bidders in the SCO 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; and,

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 SCO Auction, and whether or not they have a 10% or greater interest in another registered bidder.

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 SCO Auction.

B) Immediate termination of any other arrangements with Columbia.

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

D) Liability for Columbia's 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 SCO AUCTIONS

5.1 TIMING OF AUCTIONS

1) An SCO Auction will be conducted in the months of January or February on an annual basis.

2) For customer billing purposes, the SCO Program Year will begin with the April billing cycle of the respective SCO Program Year at which time the prior SCO Program Year Retail Price Adjustment will be replaced by the current SCO Program Year Retail Price Adjustment. For billing purposes the SCO Program Year will end with the March billing cycle for the respective Program Year.

3) The SCO Suppliers' obligation to deliver gas supplies for the SCO Program Year will commence April 1 and end on March 31 for each respective Program Year.

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

5) If the Commission does not approve the results of an SCO Auction, then Columbia will request direction from the Commission as to whether and when to conduct a follow up SCO Auction for the SCO Period or other action should take place, taking into account important factors such as the need to begin storage injections in April of each year.

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

SECTION VIII
PART 6 – SCO SUPPLIER SECURITY REQUIREMENTS

6.1 INITIAL CREDITWORTHINESS EVALUATION

1) Each potential bidder in the SCO 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 Tranches or the number of tranches as determined by Columbia.

2) Potential SCO Suppliers must complete and sign the Company's Retail Natural Gas Supplier Registration form to be considered for participation in the Company's SCO Program and must pay the Company a fee of $50.00 for each credit evaluation that Columbia performs. Along with the Retail Natural Gas Supplier Registration form, potential SCO Suppliers must provide two executed Confidentiality Agreements in the form provided by the Company.

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

4) 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 SCO Supplier to accept an increase in its Tranche volumes, in the event of an SCO or CHOICE Supplier default, up to a level equal to 150% of the initial forecasted annual delivery requirements for the SCO Period of the Tranches won by the SCO Supplier.

5) Final creditworthiness requirements shall be communicated to potential bidders at the time that initial information packages for SCO Auction participation are sent to potential bidders..

6.2 DETERMINATION OF CREDITWORTHINES

SCO Suppliers desiring to participate in the Company's SCO Program will be evaluated by the Company to establish credit levels acceptable to the Company. The Company will apply on a non-discriminatory basis, reasonable financial standards to assess and examine an SCO Supplier's creditworthiness. These standards will take into consideration the scope of the operations of each SCO supplier and the level of risk to the Company in order to address under-performance or nonperformance by SCO Supplier.

Evaluations will be based on standard credit factors such as previous customer history, financial and credit ratings, trade references, bank information, unused line of credit, financial information and SCO Supplier's accounts receivable where the Company is provided a first secured interest. Based on the number of standard credit factors met by the SCO Supplier, the Company will assign a dollar credit level range for each SCO Supplier. The Company shall have sole discretion to determine creditworthiness based on the above criteria, but will not deny creditworthiness without reasonable cause.

The SCO Supplier will provide the Company with (1) its most recent financial statements (audited where available) and most recent annual report. If applicants credit should be evaluated based on a parent or other corporate credit support provider, applicant must provide the most recent fiscal financial statements of the applicable credit support providers as well. If applicant or guarantor is a publically traded company with annual 10-K and 10-Q reports filed with the SEC,

SECTION VIII
PART 6 – SCO SUPPLIER SECURITY REQUIREMENTS

applicant must further provide copies of these reports or a web address for these reports; (2) a minimum of three bank and trade references; and (3) a list of parent company affiliates and a description of corporate structure.

An SCO Supplier shall satisfy its credit security requirement, and receive an unsecured credit limit from the Company, by demonstrating that is has and maintains investment grade long-term bond ratings from any two of the following four rating agencies:

Agency	Senior Securities Rating (Bonds)
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher
Duff & Phelps Credit Rating Company	BBB- or higher

The Company may make reasonable alternative credit arrangements with an SCO Supplier that is unable to meet the aforementioned criteria and with those SCO Suppliers whose credit/security requirements exceed their allowed unsecured credit limit. The form and format of the credit arrangements must be acceptable to the Company. The Company may, at its option, require the use of any of the following as a form of financial security: a guarantee of payment; a mutually agreeable irrevocable Letter of Credit; a cash deposit; or other mutually agreeable security or arrangement. A party other than an SCO Supplier may provide credit agreements and financial security for the SCO Supplier, including a cash deposit, if acceptable to the Company. The amount of security shall remain commensurate with the financial risks placed on the Company by each SCO Supplier, as those financial risks are reevaluated by the Company from time to time, as it deems necessary.

6.3 NOTICE FILING AND DETERMINATION OF SECURITY REQUIREMENT

The Company shall file with the Commission's Docketing Division a document that contains the formula used to determine the Company's security requirements applicable to SCO Suppliers participating in the SCO auction. The security requirement formula shall be applied in a non-discriminatory manner to determine the level of financial risk associated with each SCO Supplier. If there is a material change to the security requirement formula used by the Company, the Company may update the formula, and will file such updated formula. Notice of such filings and the reasons for any changes shall be filed with the Commission, no later than ten business days before the formula takes effect.

6.4 FINANCIAL SECURITY FOR DEFAULT EXPENSES

In addition to the Letter of Credit discussed above, upon the awarding of tranches, each SCO Supplier shall provide Columbia, by March 1 of each year, with a cash deposit equal to six cents multiplied by the number of Mcf in the initial estimated annual delivery requirements for the SCO Program Year of the tranches won by that SCO Supplier. This security will be used to provide a liquid account to meet supply default expenses other than those covered by the Letter of Credit discussed above. Any funds remaining at the end of each SCO Program Year will be transferred to the CSRR.

SECTION VIII
PART 6 – SCO SUPPLIER SECURITY REQUIREMENTS

6.5 FINANCIAL ASSURANCE FROM COLUMBIA

The Company shall not provide Financial Assurance to SCO Suppliers related to the Company's obligations under the SCO Supplier Agreement as long as the Company continues to perform in compliance with said Agreement.

6.6 ON-GOING CREDITWORTHINESS EVALUATION

The Company reserves the right to conduct further creditworthiness evaluations during the course of the program, when information has been received by the Company that indicates the creditworthiness of a SCO Supplier may have deteriorated. SCO Suppliers agree to inform the Company of any significant change in the SCO Supplier's current financial condition.

6.7 RIGHT TO PROCEEDS

In the event of Default as defined in the Company's tariff, the Company shall have the right, upon satisfaction of the default requirements identified in Section VII, Part 24.2 of this tariff, to use the proceeds from SCO Supplier's financial security instrument(s) to satisfy all obligations under this tariff and any other agreements between the SCO Supplier and the Company in accordance with this tariff and the SCO Supplier Agreement. The proceeds from such instruments shall be used to satisfy any outstanding claims that the Company has against the SCO Supplier, including, but not limited to, interstate pipeline capacity charges, imbalance charges, cash-out charges, pipeline penalty charges, reservation charges, and any other amounts owed to the Company, for which the Company is or will be responsible, related to SCO Supplier's participation in the Program. Such proceeds may also be used to secure additional gas supplies, including payment of the costs of the gas supplies themselves, the costs of transportation, storage, gathering, taxes, and other related costs incurred in acquisition of those gas supplies.

The Company reserves the right to use SCO Supplier's assets associated with the SCO Program to offset or recoup any costs owed to and/or incurred by the Company.

6.8 FINANCIAL SECURITY FOR SCO SUPPLIERS

1) In addition to those creditworthiness/security requirements addressed above, upon the awarding of Tranches following the approval by the Commission of the SCO auction results, each SCO Supplier shall provide the Company by March 1of each year with a mutually agreeable irrevocable Letter of Credit in the amount of fifty cents per Mcf ($0.50/Mcf) multiplied by the initial estimated annual delivery requirements for the SCO Period of the Tranches won by that SCO Supplier.

2) This financial security shall be held and administered by the Company exclusively for the benefit of the other SCO Suppliers who receive an allocation of additional delivery requirements as a result of a default of the SCO Supplier that provided that security to the extent funds for distribution are received by the Company.

3) In the event of an SCO Supplier default, the Company shall distribute to other SCO Suppliers the proceeds of the security that the Company holds for the defaulting SCO Supplier to the extent the Company receives funds for distribution. This distribution of the proceeds of the defaulting SCO Supplier's security shall be allocated on a pro rata basis to other SCO Suppliers in proportion to the amount of delivery requirements each SCO Supplier receives in the process set forth in Part 7 of Section

VIII of the tariff. This allocation of the defaulting SCO Suppliers' security proceeds to non-defaulting SCO Suppliers does not require proof of damages from those non-defaulting SCO Suppliers, and constitutes the entire amount of monies that would be due the remaining SCO Suppliers from the Company as a result of such default by an SCO Supplier.

SECTION VIII
PART 7 – SUPPLIER DEFAULT

7.1 REPLACING THE SUPPLY OBLIGATIONS OF A DEFAULTING SUPPLIER

In the event that an SCO 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 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 SCO 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 SCO 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, SCO and DSS supply requirements that are un-served as a result of a Supplier default will be allocated to the remaining SCO Suppliers, as part of the monthly development of Demand Curves, in the next available monthly cycle using the allocation process described below.

   A) Following a CHOICE/SCO Supplier default, non-defaulting SCO Suppliers will receive their pro rata share of the unserved SCO customers by random assignment, by PSP, based on the number of tranches supplied by each non-defaulting SCO Supplier and pro rata share of estimated DSS demand, by PSP, based on the number of tranches served by each non-defaulting SCO Supplier up to an amount not to exceed 150% of the SCO Supplier's initial annual delivery requirement.

   B) 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 SCO Suppliers, then Columbia shall supply the remaining supply requirements for the remainder of the SCO 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 related CHOICE customers that do not select another CHOICE Supplier will begin paying the SCO Price, just as if their supply requirements had transferred to non-defaulting SCO 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.

SECTION VIII
PART 7 – SUPPLIER DEFAULT

related CHOICE customers that do not select another CHOICE Supplier will begin paying the SCO Price, just as if their supply requirements had transferred to non-defaulting SCO 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 capacity recalled by Columbia from a defaulting Supplier will be reallocated proportionally in accordance with the monthly recall and reassignment of capacity for CHOICE and SCO Suppliers specified in Part 17, Section VII of the tariff.

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 SCO Suppliers will be included in the CSRR.

SECTION VIII
PART 8 – SCO CUSTOMER AND DSS DEMAND ALLOCATIONS

8.1 INITIAL ALLOCATION OF SCO CUSTOMERS

On or about March 18 of each year Columbia will use its best efforts to assign to winning SCO Suppliers CHOICE eligible customers that have not elected a CHOICE Retail Natural Gas Supplier and are not served through Governmental Aggregation Programs for the SCO Program year. This annual assignment of these customers will be performed through an allocation of these customers based on revenue class; annual demand; geographical location (PSP) and credit ranking.

8.2 INITIAL ALLOCATION OF DSS CUSTOMERS

On or about the 18th day of each month, SCO Suppliers will be allocated a proportionate share of customer demand not eligible to participate in the CHOICE Program or Governmental Aggregation Programs, by PSP, based on the number of Tranches supplied.

8.3 MONTHLY ALLOCATION OF SCO CUSTOMERS

Customers may migrate to and from the CHOICE and SCO programs each billing cycle. Customers that move into Columbia's service area may enroll immediately in a CHOICE or Governmental Aggregation Program. Subsequent to the initial allocation of CHOICE eligible customers that have not elected a CHOICE Program Retail Natural Gas Supplier and are not served through Governmental Aggregation Programs, each month thereafter, on or about the 18th day of that month, Columbia will assign New Customers through the random assignment of customers, by PSP, based on the number of Tranches supplied by each SCO Supplier.

8.4 MONTHLY ALLOCATION OF DSS CUSTOMERS

Subsequent to the allocation of DSS customer demand, in accordance with Part 8.2 of this tariff, on or about the 18th day of each month thereafter, SCO Suppliers will be allocated a proportionate share of customers not eligible to participate in the CHOICE Program or Governmental Aggregation Programs, by PSP, based on the number of Tranches supplied.

8.5 ALLOCTION OF NEW CUSTOMERS

New Customers served within a political subdivision with a Governmental Aggregation program that have not joined the CHOICE Program® or Governmental Aggregation, must be served as a DSS customer during the first two billing cycles. New Customers that have not taken action to join a Governmental Aggregation or CHOICE Program at the end of the first two billing cycles will be assigned to an SCO Supplier if eligible.

8.6 CUSTOMER INFORMATION PROVIDED SCO SUPPLIERS

Upon the completion of the allocation process, SCO Suppliers will be provided with specific customer information for customers including, but not limited to, customer name, account number, billed usage, billed charges, enrollments and drops. An SCO Supplier must utilize Columbia's internet-base website in order to receive file transactions for customer billing and enrollment information.