

LARGE FILING SEPERATOR SHEET

CASE NUMBER: 08-72-GA-AIR
08-73-GA-ALT
08-74-GA-AAM
08-75-GA-AAM

FILE DATE: 3/3/2008

SECTION: 3 of 10

NUMBER OF PAGES: 201

DESCRIPTION OF DOCUMENT: Application

COLUMBIA GAS OF OHIO, INC.

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

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

CHARACTER OF SERVICE

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

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

OPTIONS:

1. FIXED DELIVERY CHARGE

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

First 2,000 Mcf per account per month	\$4614.4496 per Mcf
Next 13,000 Mcf per account per month	\$2813.2741 per Mcf
Next 85,000 Mcf per account per month	\$2513.2449 per Mcf
Over 100,000 Mcf per account per month	\$1913.1864 per Mcf

A 'Customer Charge' of \$650.00 per Account per month, regardless of gas consumed.

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

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

2. FLEXIBLE DELIVERY CHARGE

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

3. MAINLINE DELIVERY CHARGE

An alternative delivery charge is available to customers connected directly through a dual-purpose meter to facilities of an interstate pipeline supplier of the Company. Such customers will pay a maximum delivery charge of \$1.864 per Mcf per account per month. The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to total Company fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

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

Issued: March 19, 2004

Effective: April 1, 2004

Issued By
J. W. Partridge, Vice-President

First Revised Sheet No. 59

Cancels

Original Sheet No. 59

COLUMBIA GAS OF OHIO, INC.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS****2. ~~FLEXIBLE DELIVERY CHARGE~~**

~~The competitive flexibility provision is an alternative to the Fixed Delivery Charge provision.~~

~~The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the General Service (GS) base rate then in effect in Customer's rate location. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from an alternate energy supplier, then the Company may charge a rate lower than the maximum delivery charge for all deliveries. The minimum rate shall not be less than the variable costs of providing service hereunder plus some contribution to total Company fixed costs.~~

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

~~The Customer must continue to pay a flexible delivery charge as determined by the Company for a period of three months. The delivery charge will be reviewed monthly by the Company. If Company, in its sole judgment, determines that such competitive circumstances have changed, the delivery charge can increase or decrease immediately.~~

~~At the end of three months, the Customer may, upon written notification to the Company, apply for a flexible rate for another three months. Absent such notification, the Customer's rate will convert to the rate specified in the Fixed Delivery Charge section above.~~

THIS SHEET IS RESERVED FOR FUTURE USE

N

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

Issued: October 26, 1994

Effective: With Gas Used On and
After December 3, 1994Issued By
K. I. Shroyer J. W. Partridge, Jr., Vice-President

COLUMBIA GAS OF OHIO, INC.

First ~~Second~~ Revised Sheet No. 60
Cancels
Original ~~First~~ Revised Sheet No. 60RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS~~3. MAINLINE DELIVERY CHARGE~~

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

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

~~MINIMUM MONTHLY CHARGE~~

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

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

BILLING ADJUSTMENTS

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

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

VOLUME BANKING AND BALANCING SERVICE

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

STANDBY SERVICE

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and March 15, 2004 in Case No. 04-184-GA-UNG.

Issued: March 19, 2004

Effective: April 1, 2004

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

COLUMBIA GAS OF OHIO, INC.

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

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

Standby Service, if approved by Company and contracted for by Customer under this tariff, will make gas service available at all times, except where interruption is necessary due to force majeure conditions (as defined in Part 488 hereof) or where service to human needs customers is threatened, up to the Daily and Seasonal Volumes contracted for as set forth in the Service Agreement, and reserves for Customer the right to purchase Standby Service gas.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 39-500-AU-TRE and March 15, 2001 in Case No. 01-484-CA-UNC.

Issued: ~~March 10, 2001~~

Effective: ~~April 1, 2001~~

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

COLUMBIA GAS OF OHIO, INC.

~~First~~ Second Revised Sheet No. 61

Cancels

~~Original~~ First Sheet No. 61**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS****EXCISE TAX RIDER**

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

Daily Standby Volume

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

Annual Standby Volume

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

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

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

2. Commodity Charge

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

UNACCOUNTED-FOR GAS

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

LATE PAYMENT CHARGE

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and March 15, 2001 in Case No. 01-184-GA-UNC.

Issued: March 19, 2001

Effective: April 1, 2001

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

First Revised Sheet No. 62Cancels

Original Sheet No. 62

COLUMBIA GAS OF OHIO, INC.

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

UNACCOUNTED FOR GAS

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

LATE PAYMENT CHARGE

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

BILLING ADJUSTMENTS

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

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THIS SHEET IS RESERVED FOR FUTURE USE

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

ISSUED: October 26, 1994

EFFECTIVE: December 1, 1993

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

First Revised Sheet No. 62ACancels

Original Sheet 62A

Page 1 of 2

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS

SECTION VI - GAS TRANSPORTATION SERVICE

GAS TRANSFER SERVICE

APPLICABILITY

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

AVAILABILITY

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

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

Filed Pursuant to PUCO Entry dated March 11, 2004, Entry on Rehearing dated May 5, 2004 and Entry dated August 25, 2004 in Case Nos. 94-987 GA-APR, 96-1443 GA-ATA, 98-222 GA-GCR, 03-1459 GA-ATA and Entry dated July 6, 1989 in Case No. 89-500 AU-TRF.

Issued: October 1, 2004

Effective: November 1, 2004 through November 1, 2008

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

First Revised Sheet No. 62A

Cancels

Original Sheet 62A

Page 2 of 2

Page 2 of 2

COLUMBIA GAS OF OHIO, INC. _____

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

SECTION VI - GAS TRANSPORTATION SERVICE

GAS TRANSFER SERVICE

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

RATES

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

Filed Pursuant to PUCO Entry dated March 11, 2004, Entry of Rehearing dated May 5, 2004 and Entry dated August 25, 2004 in Case Nos. 94-987 GA-AIR, 96-1113 GA-ATA, 98-222 GA-GCR, 03-1450 GA-ATA and Entry dated July 6, 1989 in Case No. 89-500 AU-TRE.

Issued: October 1, 2004

Effective: November 1, 2004 through November 1, 2008

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

COLUMBIA GAS OF OHIO, INC.

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

Contract No.

SERVICE AGREEMENT FOR SGTS, GTS AND LGTS RATE SCHEDULES

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

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

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

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

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

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

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

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

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

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

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

CONTRACT#

Filed pursuant to PUCO Entry dated September 29, 1994 in Case No. 94-987-C-1 AIR

ISSUED: October 26, 1994

EFFECTIVE: With Gas Used On and After
November 1, 1994Issued By
K. L. Shroyer, J. W. Partridge, Jr., Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 63

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

SERVICE AGREEMENT FOR GAS TRANSPORTATION

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

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

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

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

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

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

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

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

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

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

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

Filed pursuant to PUCO Entry dated September 20, 1994 in Case No. 94-087 CA AIR

ISSUED: ~~October 26, 1994~~

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

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

COLUMBIA GAS OF OHIO, INC.

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

(Name) _____

(PCID) _____

(PSID) _____

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

Interstate Pipeline _____

Market Code _____

1) Columbia Gas Transmission Corporation _____A**• Other Point(s) of Receipt: E. Ohio Gate _____**

Intrastate _____

Meter Sta. No. _____

Township _____

County _____

Market Code _____

1) _____

2) _____

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

B. Facility Address: _____**C. Volume Detail:**

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

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

COLUMBIA:

Columbia Gas of Ohio, Inc.

200 Civic Center Drive, P. O. Box 117

Columbus, Ohio 43216-0117

Attention: Director, Gas Transportation Marketing _____

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

COLUMBIA GAS OF OHIO, INC.

By: _____

By: _____, Director

Title: _____

Title: Gas Transportation Marketing

ISSUED: October 26, 1994

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

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

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

COLUMBIA GAS OF OHIO, INC.

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

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

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

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

B. FACILITY ADDRESS:

PCID

<u>C. Type of Business</u>		<u>D. Volume Detail: To be completed by Marketer/Customer</u>				
		<u>*Notice of change must be received on or before January 2, to be effective for the April billing cycle.</u>				
<u>Description of Business:</u>	<u>Alternate Fuel:</u> <u>Type</u>	<u>Alternate Fuel:</u> <u>Percent</u> <u>%</u>	<u>* Purchase Firm Service from COH</u> <input type="checkbox"/> <u>YES</u> <input type="checkbox"/> <u>NO</u>	<u>* Percent (%) of Firm Service or Volumes to Purchase</u>	<u>*Monthly Bank Tolerance %</u>	<u>*Capacity Assigned Mcf/Day: (LGT5 Customers Only)</u>
_____	_____	_____		_____	_____	_____

<u>CUSTOMER NOTICES:</u> (Mailing address for Contract) <i>(Please Print)</i>	
<u>Company Name:</u>	
<u>dba (if applicable):</u>	
<u>Address:</u>	
<u>City, St, Zip:</u>	
<u>Attn:</u>	<u>Title:</u>
<u>Telephone #:</u> () -	
<u>Fax #:</u> () -	

Notices:

Correspondence to:

Columbia Gas of Ohio, Inc.
200 Civic Center Drive
Columbus, Ohio 43215
Attn: Gas Transportation

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

CUSTOMER

COLUMBIA GAS OF OHIO, INC.

By:

Bv:

(Signature)

(Signature)

Printed:

Printed:

Title:

Title:

P.U.C.O. No. 2

COLUMBIA GAS OF OHIO, INC.

First Revised Sheet No. 65
Cancels
Original Sheet No. 65

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

(Name)
(PCID)
(PSID)

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

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

• Point(s) of Receipt with Interstate Pipelines

Interstate Pipeline _____ Market Code _____
1) Columbia Gas Transmission Corporation A

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

1) _____
2) _____

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

B. Facility Address: _____

C. Volume Detail:

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

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

E. Capacity assigned MCF/Day _____ MCF

F. Daily Metering Service Yes _____ No _____

NOTICES:

COLUMBIA: _____ CUSTOMER: _____

Columbia Gas of Ohio, Inc.

200 Civic Center Drive, P.O. Box 117

Columbus, Ohio 43216-0117

Attn: Director, Gas Transportation Marketing

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

COLUMBIA GAS OF OHIO, INC.

By: _____ By: _____, Director

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

Issued: October 26, 1994

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

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

P.U.C.O. No. 2

COLUMBIA GAS OF OHIO, INC.

First Revised Sheet No. 65
Cancels
Original Sheet No. 65

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

Title: _____ Title: Gas Transportation Marketing

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

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

Filed Pursuant to PUCO Entry dated November 29, 1994 in Case No. 04-087 GA AIR

Issued: October 26, 1994

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

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

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 68

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS

26. GAS TRANSPORTATION SERVICE BILLING ADJUSTMENTS

INTERIM, EMERGENCY AND TEMPORARY

PIP PLAN TARIFF SCHEDULE RIDER

APPLICABLE

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

PIP PLAN TARIFF BASE RATE RIDER

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

Filed Pursuant to PUCO Entry dated

Issued:

Effective: With Bills Rendered

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

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 69

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS

UNCOLLECTIBLE EXPENSE RIDER

APPLICABLE

To all customers served under rate schedules SGTS and GTS.

UNCOLLECTIBLE EXPENSE RIDER

An additional charge of \$.1553 per Mcf shall be applied to all volumes for service rendered under applicable rate schedules to recover cost associated with uncollectible accounts arising from those customers responsible for paying the Uncollectible Expense Rider. Columbia shall file an application with the Public Utilities Commission of Ohio requesting approval to change the rate if the Company determines that an adjustment of more than plus or minus ten percent is needed to adjust for prior period over or under-collections.

Filed Pursuant to PUCO Entry dated

Issued:

Effective: With Bills Rendered

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

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 70

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS

GROSS RECEIPTS TAX RIDER

APPLICABILITY

Applicable to all charges billed by Columbia under rate schedules SGTS, GTS and LGTS, except that this rider shall not be billed to those customers statutorily exempted from the payment of gross receipts taxes.

All bills rendered shall be adjusted to include the effect of the Ohio excise tax on gross receipts on tariff charges at a rate of 4.987%.

Filed Pursuant to PUCO Entry dated

Issued:

Effective: With Bills Rendered

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

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 71

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS

EXCISE TAX RIDER

APPLICABILITY

Applicable to all customers except flexed customers served under Rate Schedules SGTS, GTS and LGTS.

ALL CUSTOMERS EXCEPT FLEX CUSTOMERS:

<u>First 100 Mcf per account per month</u>	<u>\$.1593 per Mcf</u>
<u>Next 1,900 Mcf per account per month</u>	<u>\$.0877 per Mcf</u>
<u>Over 2,000 Mcf per account per month</u>	<u>\$.0411 per Mcf</u>

APPLICABILITY

Applicable to all customers being flexed served under Rate Schedules SGTS, GTS and LGTS.

FLEX CUSTOMERS:

All bills rendered to a flex customer, as defined by Ohio Revised Code 5727.89 (N), shall be adjusted to provide for recovery of this tax at a rate of \$.02 per Mcf on all volumes delivered with a corresponding reduction to the flexed base rate(s) being billed the account.

Filed Pursuant to PUCO Entry dated

Issued:

Effective: With Bills Rendered

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

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 72

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

**RIDER IRP -
INFRASTRUCTURE REPLACEMENT PROGRAM RIDER**

APPLICABILITY

Applicable to all customer accounts served under rate schedules SGTS, GTS and LGTS.

DESCRIPTION

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

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

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

RATE

<u>Rate SGTS, Small General Transportation Service</u>	<u>\$0.00 / Month</u>
<u>Rate GTS, General Transportation Service</u>	<u>\$0.00 / Month</u>
<u>Rate LGTS, Large General Transportation Service</u>	<u>\$0.00 / Month</u>

Filed Pursuant to PUCO Entry dated

Issued:

Effective: With Bills Rendered

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

P.U.C.O. No. 2

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 73

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS

DEMAND SIDE MANAGEMENT RIDER

APPLICABILITY

Applicable to all volumes delivered under the Company's rate schedules SGTS, GTS and LGTS.

DESCRIPTION

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

RATE

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

Filed Pursuant to PUCO Entry dated

Issued:

Effective: With Bills Rendered

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

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

Columbia Gas of Ohio, Inc.

SECTION VII – COMPETITIVE RETAIL NATURAL GAS SERVICE
 TABLE OF CONTENTS

<u>Part No.</u>	<u>Description</u>	<u>Tariff Sheet No.</u>
1	Table of Contents	1
2	Definitions of Terms	2
3	Scope and Purpose	3
4	Relationships Among Customer CHOICE SM Program Participants	4
5	Retail Natural Gas Supplier Requirements	5
6	Registration and Participation Requirements	6
7	End-Use Customer Enrollment Process	7
8	Customer Inquiries and Dispute Resolution	8
9	Contact Administration	9
10	Contract Renewals	10
11	Contract Disclosure	11
12	Customer Billing and Payments	12
13	Full Requirements Aggregation Service	13
14	Credit Requirements	14
15	Code of Conduct	15
16	Daily Delivery Requirements	16
17	Capacity Assignment Option	17
18	Balancing Services	18
19	Metering Services and Obligations	19
20	Payments to Company	20
21	Operational Flow Orders	21
22	Standards of Conduct	22
23	Reconciliation of Consumption and Supplier Deliveries	23
24	Default, Suspension and Termination of a Retail Natural Gas Supplier	24
25	Full Requirements Small General Transportation Service	25
26	Full Requirements Murphy General Transportation Service <u>Reserved for Future Use</u>	26
27	Full Requirements General Transportation Service	27
28	Full Requirements Large General Transportation Service	28
29	Billing Adjustments	29
30	Ancillary Service Rates	30
31	Miscellaneous	40
41	Full Requirements Cooperative Transportation Service	41

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
 J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 2 - DEFINITIONS OF TERMS

The following definitions apply only to Section VII of this tariff:

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

"Aggregation Agreement" is a contract between the Retail Natural Gas Supplier and the Company that specifies the terms and conditions for participation in Columbia's Customer CHOICESM Program that the Retail Natural Gas Supplier must comply with in order to be eligible to participate in Columbia's Customer CHOICESM Program. Also referred to "Full Requirements Aggregation Agreement" and Retail Natural Gas Supplier Aggregation Agreement.

"Aggregation Pool" mean those customers within a Retail Natural Gas Supplier's Customer Group located within the same Columbia Gas Transmission Corporation Market Area.

"Ancillary Service" has the meaning set forth in division (B) of Section 4929.01 of the Ohio Revised Code.

"Applicant" means a person who files an application for certification or certification renewal under Chapter 4901:1-27 of the Ohio Administrative Code.

"Application Form" means a form, approved by the Commission, that an applicant seeking certification or certification renewal as a Retail Natural Gas Supplier or as a Governmental Aggregator shall file with the Commission as set forth in this chapter.

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

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

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

"Columbia Customer CHOICESM Program" means gas transportation service provided under Columbia's FRSGTS, FRMGTS, FRGTS, FRLGTS and FRCTS rate schedules in combination with Columbia's Full Requirements Aggregation Service set forth in Section XVII, Part 813 of this tariff.

"Columbia Gas Transmission Market Area" means a geographic area served from a collection of one or more points of delivery from Columbia Gas Transmission Corporation (TCO). Detailed descriptions of the market areas are published on TCO's Electronic Bulletin Board (EBB), as the market areas may be changed from time to time.

"Commercial Customer" is a customer using gas through a single meter in commercial activities, including but not limited to, warehousing, distributing or selling commodities, providing professional services, wholesale and retail stores, offices, office buildings, hotels, clubs, lodges, associations, restaurants, railroad and bus stations, banks,

Columbia Gas of Ohio, Inc.

Section VII
~~First~~Second Revised Sheet No. 2
Cancels
~~Original~~First Sheet No. 2
Page 2 of 7SECTION VII
PART 2 - DEFINITIONS OF TERMS

laundries, dry cleaners, mortuaries, garages for commercial activity, gasoline stations, theaters, bowling alleys, billiard parlors, motor courts, camps, bars, grills, taverns, retail bakeries, hospitals, schools, churches, religious and charitable institutions, governmental agencies, apartment buildings, rooming and boarding dwellings, residential hotels, multifamily row housing, doubles, duplexes. The combination of commercial and residential accounts will be considered commercial if usage is half or more than half of the total service, and for all other situations where gas is supplied to consumers in two or more dwelling units designed for the primary purposes of residences.

"Commission" means the Public Utilities Commission of Ohio.

"Commodity Sales Service" has the meaning set forth in division (C) of Section 4929.01 of the Ohio Revised Code.

"Company" means Columbia Gas of Ohio, Inc.

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

"Comparable Service" has the meaning set forth in division (D) of Section 4929.01 of the Ohio Revised Code.

"Competitive Retail Natural Gas Service" has the meaning set forth in division (J) of Section 4929.01 of the Ohio Revised Code.

"Constrained Market Area" means a Market Area in which deliveries for Company's Customers are limited by Columbia Gas Transmission Corporation.

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

"Contract" means an agreement between a Customer and Retail Natural Gas Supplier or Governmental Aggregator that specifies the terms and conditions for provision of a Competitive Retail Natural Gas Service.

"Cooperative" means an association organized pursuant and subject to Ohio Cooperative Law, Chapter 1729 of the Ohio Revised Code and any subsequent amendments thereto. The Cooperative itself is the customer to whom Columbia provides transportation service. However, under no circumstances, shall a master metered system as defined in Ohio Revised Code Section 4905.90 (E), or any customers of such system, be deemed a Cooperative under this Tariff.

"Cooperative Construction Coordinator" means person retained on site by Columbia, during construction of facilities by a Cooperative or a contractor selected by a Cooperative, to coordinate and guide the activities associated with natural gas facilities construction in accordance with all applicable requirements.

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-590-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 2 - DEFINITIONS OF TERMS

"Cooperative Service Agreement" means a formal agreement between Columbia and a Cooperative that must be executed prior to the commencement of service that provides for, but not limited to, the identification of the types; size, location and costs of pipe and facilities that must be installed by the Cooperative, any contribution in aid of construction that may be required by Columbia to provide service; the point(s) of delivery; the maximum delivery pressure per hour at the inlet side of the meter to be provided by Columbia; and Columbia's establishment of an opportunity for first refusal rights should downstream facilities be sold.

"Customer" means any individual, governmental, or corporate entity taking service hereunder. A Customer may have more than one Account. The Company's service under the applicable rate schedules is provide to a single Account. The term "Customer" also means a consumer as defined in division (E) of Section 4929.01 of the Ohio Revised Code. The term "Customer" also refers to a Cooperative who contracts with or is solicited by a Retail Natural Gas Supplier or Governmental Aggregator for the provision of a Competitive Retail Natural Gas Service.

"Customer Group" means a group of customers which consists of either: (1) a minimum of 100 customers; (2) a group of customers with at least 10,000 Mcf of annual throughput that is served by a single Retail Natural Gas Supplier that has executed a Full Requirements Aggregation Service Agreement with the Company; or (3) a Cooperative as defined in Section VII, Part 2, herein.

"Customer's Billing Cycle" means the monthly period that occurs between monthly meter readings taken by Company for billing purposes at Customer's facilities.

"Customer's Facilities" means the Customer's property, facilities, and buildings where natural gas is being consumed, and Cooperative's facilities as defined herein.

"Customer Information Agreement" means a contract between the Company and party requesting the receipt of a listing of customers eligible to participate in the Company's Customer CHOICESM Program that must be executed prior to the Company's release of Eligible Customer lists.

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

"Daily Demand" means Aggregation Pool demand on any day.

"Day" means a 24-hour period beginning at 12:01 a.m. Eastern time.

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

"Demand Curve" means an equation relating the Daily Demand of an Aggregation Pool to such explanatory variables as the daily temperature and the impacts of weekday, weekends and holidays. This equation will include daily temperature as an explanatory variable only during the heating months. Company will utilize a weather service vendor to provide the temperature data, both forecast and actual, and will provide this temperature data to the Retail Natural Gas Suppliers. The projected values of the explanatory variables and the Demand Curve equation together provide the projected Daily Demand of the Aggregation Pool. Company calculates the weighted average temperature for each Columbia Transmission Market Area, based on the temperature for the individual weather stations. The Demand Curve uses this weighted average temperature.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII.
PART 2 - DEFINITIONS OF TERMS

"Deposit" means a sum of money a Retail Natural Gas Supplier or Governmental Aggregator collects from a Customer as a condition for initiating service.

"Design Demand" means Customer demand on a day with Design Temperature.

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

"Direct Solicitation" means face-to-face solicitation of a Customer initiated by a Retail Natural Gas Supplier or Governmental Aggregator at the home of a customer or at a place other than the normal place of business of the Retail Natural Gas Supplier or Governmental Aggregator and includes door-to-door solicitations.

"Disclosure Statement" means any communication between a Customer and a Governmental Aggregator including operation and governance plans and opt-out notices.

"Distribution Service" has the meaning set forth in division (F) of Section 4929.01 of the Ohio Revised Code.

"Electronic Flow Control (EFC)" is an electronic instrument used for natural gas flow correction. A typical EFC is a meter mounted, single run, flow computer with an internal pressure transducer and temperature probe.

"Eligible Customer" means a Customer that is eligible to participate in a governmental aggregation in accordance with Sections 4929.26 and 4929.27 of the Ohio Revised Code and does not include any of the following: a person that is a both a Distribution Service Customer and a Mercantile Customer on the date of commencement of service to the Governmental Aggregation, or the person becomes a Distribution Service Customer after the service commencement date and is also a Mercantile Customer; a person that is supplied with commodity sales service pursuant to a contract with a Retail Natural Gas Supplier that is in effect on the effective date of the ordinance or resolution authorizing the aggregation; a person that is supplied with commodity sales service as part of the percentage of income payment plan program; or a Customer that has failed to discharge, or enter into a plan to discharge, all existing arrearages owed to or being billed by a natural gas company from which the person is receiving service.

"End-Use Customer" means the final user of gas and regulated delivery services.

"Expected Demand Costs Rate" means a component of Columbia's effective GCR rate, calculated and identified in each filing in accordance with Appendix A of Rule 4901:1-14-05 of the Ohio Administrative Code, that provides for recovery of demand costs incurred in the provision of service to sales customers.

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

"Full Requirements Aggregation Agreement". See Aggregation Agreement.

"Gas Day" means a 24-hour period beginning 9:00 a.m. Central time.

"GCR" means gas cost recovery, which is the periodically updated gas cost adjustment determined in accordance with Appendix A of Rule 4901:1-14-05 of the Ohio Administrative Code.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII.

PART 2 - DEFINITIONS OF TERMS

"Governmental Aggregation" means a Competitive Retail Natural Gas Service program offered by Governmental Aggregator for the purpose of the provision of gas or natural gas to End-Use Customers.

"Governmental Aggregator" has the meaning set forth in division (K)(1) of Section 4929.01 of the Ohio Revised Code. For purposes of this tariff, "Governmental Aggregator" specifically excludes a municipal corporation acting exclusively under Section 4 of Article XVIII, Ohio constitution, as an aggregator for the provision of competitive retail natural gas service.

"Human Needs Customer" means any service account, including Cooperative member customers, where the use of natural gas is for space heating of a permanent residence or for use by a governmental agency or public service organization that provides emergency or life support services. Human needs customers shall include hospitals, nursing homes, and residential correctional institutions, but shall exclude hotels and motels.

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

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

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

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

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

"Operations and Governance Plan" means a plan adopted by a Governmental Aggregator pursuant to division (C) of Section 4929.26 of the Ohio Revised Code.

"Opt-In Governmental Aggregator" means those Governmental Aggregators who perform aggregation pursuant to Section 4929.27 of the Ohio Revised Code.

"Opt-Off" means an action by a Customer to remove the Customer and the Customer's associated account information from a Natural Gas Company's Pre-enrollment List.

"Opt-Out Governmental Aggregator" means those Governmental Aggregators who perform automatic governmental aggregation pursuant to Section 4929.26 of the Ohio Revised Code.

"Opt-Out Notice" means a notice provided to Customers pursuant to Section 4929.26 of the Ohio Revised Code.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

P.U.C.O. No. 2

Section VII

~~First~~Second Revised Sheet No. 2

Cancels

~~Original~~First Revised Sheet No. 2

Page 5 of 7

Columbia Gas of Ohio, Inc.

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRE and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 2 - DEFINITIONS OF TERMS

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

"Pre-enrollment List" means a list of Customers and associated Customer information compiled by a Natural Gas Company pursuant to division (F) of Section 4929.22 of the Ohio Revised Code and as directed by the Commission.

"PUCO" means Public Utilities Commission of Ohio.

"Residential Customer" means a Customer who contracts for a Competitive Retail Natural Gas Service for Residential purposes.

"Retail Customer" means a Person who is the final user of the natural gas and regulated delivery services.

"Retail Natural Gas Aggregation Service" means combining the natural gas load of multiple retail Residential Customers, small Commercial Customers or small Industrial Customers for the purpose of purchasing Competitive Retail Natural Gas Service on an aggregated basis.

"Retail Natural Gas Aggregator" means a Person who contracts with Customers to combine the Customers' natural gas load for the purposes of purchasing Competitive Retail Natural Gas Service on an aggregated basis.

"Retail Natural Gas Brokerage Service" is the assumption of the contractual and legal responsibility for the sale and/or arrangement for the supply of Competitive Retail Natural Gas Service to a Retail Customer in this state without taking title to the natural gas.

"Retail Natural Gas Broker" means a Person who provides Retail Natural Gas Brokerage Service.

"Retail Natural Gas Marketer" means a Person who provides Retail Natural Gas Marketing Service.

"Retail Natural Gas Marketing Service" is the assumption of the contractual and legal responsibility for the sale and provision of Competitive Retail Natural Gas Service to a Retail Natural Gas Service Customer in this state and having title to natural gas at some point during the transaction.

"Retail Natural Gas Service" has the meaning set forth in division (M) of Section 4929.01 of the Ohio Revised Code.

"Retail Natural Gas Supplier" has the meaning set forth in division (N) of Section 4929.01 of the Ohio Revised Code.

"Retail Natural Gas Supplier Aggregation Agreement". See Aggregation Agreement.

"Retail Natural Gas Supplier's Receivables" means an amount due a Retail Natural Gas Supplier.

Filed pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 2 - DEFINITIONS OF TERMS

"**Slamming Complaint**" means a Customer's allegation that the Customer was switched to or from the Customer's Retail Natural Gas Supplier or Governmental Aggregator without the Customer's authorization.

"**Small Commercial Customer**" means a Commercial Customer that is not a Mercantile Customer.

"**Solicitation**" means any communication intended to elicit a Customer's agreement to purchase or contract for a Competitive Retail Natural Gas Service.

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

"**Technical Support and Assistance**" is defined as support and assistance that may be provided by the Company to a Retail Natural Gas Supplier, Governmental Aggregator, Retail Natural Gas Broker and their Agents in connection with questions raised and research requests by a Retail Natural Gas Supplier, Governmental Aggregator, Retail Natural Gas Broker and their Agents in support of their participation in the Company's Customer CHOICESM Program.

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

Section VII

~~First~~ Second Revised Sheet No. 4

Cancels

~~Original~~ First Revised Sheet No. 4

Page 1 of 2

Columbia Gas of Ohio, Inc.

SECTION VII

PART 4 - RELATIONSHIPS AMONG CUSTOMER CHOICESM PROGRAM PARTICIPANTS4.0 Customer CHOICESM Program Participants

a) End-use Customer to Company

The End-use Customer purchases delivery services from the Company under the applicable rate schedule. The applicable rate schedules are FRSGTS, FRGTS, and FRLGTS ~~and~~ FRMGTS.

Cooperative Participants

1) Cooperative to Company

The Cooperative itself is the Customer to whom Columbia provides transportation service under rate schedule FRCTS.

2) Cooperative to the Cooperative Members

A Cooperative provides gas service to its member customers that are comprised of a natural gas consumer(s) that would be classified as "Residential Customers", "Commercial Customers" or "Industrial Customers" under Columbia's tariff if the Cooperative member customers were Columbia's customers. A Cooperative and its member customers have entered into a private contractual arrangement for natural gas service and in no event will Cooperative's member customers be considered or construed as customers of Columbia.

c) Retail Natural Gas Supplier to the End-Use Customer

Retail Natural Gas Suppliers may sell gas to an End-use Customer (including Cooperatives) pursuant to contractual arrangements that are not part of the Company's tariffs. The Company is not a party to such sale of natural gas to the Customer taking service from the Retail Natural Gas Supplier and shall not be bound by any term, condition, or provision of agreement for such sale.

Before commencing service hereunder, Retail Natural Gas Suppliers must have fulfilled 100% of the Registration Requirements identified in Section VII, Part 6 of this tariff.

d) Retail Natural Gas Supplier to Company

Retail Natural Gas Suppliers are not agents of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises representations, acts or omissions.

The Company must approve a Retail Natural Gas Supplier for participation in the Columbia's Customer CHOICESM Program before commencing operations. All Suppliers must complete and sign the Company's Retail Natural Gas Supplier Registration Form to be considered for participation in Columbia's Customer CHOICESM Program.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII

PART 5 -RETAIL NATURAL GAS SUPPLIER REQUIREMENTS

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

5.9 Quality of Gas Delivered

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

5.10 Title and Warranty

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

5.11 Unaccounted-For Gas

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

5.12 Timeliness and Due Diligence

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

5.13 Communications Requirements

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII

PART 6 - RETAIL NATURAL GAS SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

6.1 Registration Requirements For Retail Natural Gas Supplier

Each Retail Natural Gas Supplier desiring to participate in the Company's CHOICE® Program (including service provided to Cooperatives under rate schedule FRCTS) must meet all of the following registration and participation requirements:

- a) Provide proof of Commission certification to the Company, if applicable.
- b) Meet the Company's credit requirements as described in Section VII, Part 14, Credit Requirements.
- c) Attend the Company sponsored Retail Natural Gas Supplier Training Program.
- d) Submit a completed applicable Registration Application.
- e) Demonstrate that the proper electronic communications capabilities are operational.
- f) Execute the Company's Retail Natural Gas Supplier Aggregation Agreement.

6.2 Registration Requirements For Governmental Aggregator

Each Governmental Aggregator desiring to participate in the Company's CHOICE® Program must meet all of the following registration and participation requirements:

- a) Provide proof of Commission certification to the Company, if applicable.
- b) Submit a completed applicable Registration Application.
- c) Demonstrate that the proper electronic communications capabilities are operational.

~~d) Execute the Company's Governmental Aggregator Aggregation Agreement.~~

6.3 Registration Process

The Company shall approve or reject the Retail Natural Gas Supplier's Registration Application within ten calendar days of determination of the receipt of the complete registration information. This period may be extended for up to thirty days (30) for good cause shown, or until such time as mutually agreed to by the Retail Natural Gas Supplier and the Company.

The Company will notify the Retail Natural Gas Supplier of an incomplete registration request within thirty (30) calendar days of receipt. This notice shall include a description of the missing or incomplete information.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 12 - CUSTOMER BILLING AND PAYMENTS

Company's Cycle 21 billings. The Retail Natural Gas Supplier or Governmental Aggregator must review the pre-bill and acknowledge that the rates are correct or must indicate any errors to the Company. All pre-bill confirmations from Retail Natural Gas Suppliers or Governmental Aggregators must be received by the Company two (2) business days before the Company's Cycle 01 billing for the upcoming month. The Retail Natural Gas Supplier's or Governmental Aggregator's failure to notify the Company of approval or of any required changes to the pre-bill within the designated time shall be deemed approval of the pre-bill.

The Retail Natural Gas Supplier or Governmental Aggregator is responsible for making the customer whole if it submits an account on the wrong rate or Aggregation Pool, or fails to provide timely rate information to the Company. The Company may, at its option, make the adjustment for the Retail Natural Gas Supplier or Governmental Aggregator, at an agreed-upon fee.

12.4 Consolidated Billing Taxes

Retail Natural Gas Suppliers' or Governmental Aggregators' rates shall exclude all sales taxes. The Company will calculate state and local taxes and add the amount to the gas supply charges.

If the Customer claims to be tax exempt, the ~~Retail Natural Gas Supplier or Governmental Aggregator~~ Customer has the sole and complete responsibility for the collection and provision to Company of all necessary documentation regarding the Customer's tax-exempt status. ~~The Retail Natural Gas Supplier or Governmental Aggregator must notify the Company, through the electronic enrollment process, of the tax-exempt status of the customer. The Company assumes no responsibility or risk for any misapplication of tax-exempt status to any eCustomer. The Retail Natural Gas Supplier, or Governmental Aggregator or Customer shall hold the Company harmless for any assessments, interest, penalties, or risk of any kind whatsoever, related to any misapplication of tax-exempt status to any eCustomer.~~

12.5 Budget Payment Plan

The Company will make its Budget Payment Plan available to customers that elect to participate in Columbia's Customer CHOICESM Program. For the purposes of this rule, full payment of a budget amount due shall not be construed as a partial payment.

For consolidated billing purposes, Budget Payment Plan estimates will be calculated based on the Retail Natural Gas Supplier's or Governmental Aggregators estimated percent of change for the budget payment plan period. Retail Natural Gas Suppliers or Governmental Aggregator's must provide this estimated percent of change for provision of this option. All net payments forwarded to Retail Natural Gas Suppliers or Governmental Aggregators will be based on actual consumption of the customer and the Retail Natural Gas Supplier's or Governmental Aggregator's current month billing rate.

12.6 Percentage of Income Payment Plan Service

The Company must bill all Percentage of Income Payment Plan (PIPP) customers.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and April 29, 2004 in Case No. 02-2903 GA ATA

SECTION VII

PART 13 - FULL REQUIREMENTS AGGREGATION SERVICE

13.1 Availability

This service is available to Retail Natural Gas Suppliers delivering gas, on a firm basis, to the Company on behalf of customers receiving transportation service from the Company under Rate Schedules FRSCTS, FRMGTS, FRGTS, FRLGTS and FRCTS. Service hereunder allows Retail Natural Gas Suppliers to enroll customers and deliver to the Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the requirements of customers that have contracted with the Retail Natural Gas Supplier for purposes of participating in Columbia's Customer CHOICESM Program.

13.2 Aggregation Pool

Retail Natural Gas Suppliers will be required to establish one or more Aggregation Pools for the purpose of providing service to groups of customers. An Aggregation Pool shall be comprised of those customers within each Retail Natural Gas Supplier's CHOICE[®] Customer Group, located within the same Columbia Gas Transmission Corporation Market Area. Retail Natural Gas Suppliers shall have the option to create multiple Aggregation Pools within a single Market Area, at the Company's discretion.

Retail Natural Gas Suppliers must establish a single Aggregation Pool, within a single Columbia Gas Transmission Corporation Market Area, for the purpose of providing service to a Cooperative. The Aggregation Pool shall be comprised of those Cooperative customers served through the measuring station constructed for provision of service to the Cooperative's customers.

13.3 Aggregation Agreement

Before commencing service hereunder, Retail Natural Gas Supplier(s) must have executed a Retail Natural Gas Supplier Aggregation Agreement with the Company. The benefits and obligations of this Aggregation Agreement shall begin when the Company commences to transport gas thereunder. It shall inure to and be binding upon the successors and assigns, survivors and executors or administrators as the case may be, or the original parties thereto, respectively, for the full term thereof. However, no agreement for service may be assigned or transferred without the written consent of or approval of the Company, which shall not be unreasonably withheld.

13.4 Requirements for Participation

In order to initiate or continue participation in the Company's Customer CHOICESM Program, Retail Natural Gas Suppliers are required to:

- 1) establish credit levels acceptable to the Company in accordance with Section VII, Part 14 of this tariff.
- 2) comply with the Code of Conduct provisions set forth in Section VII, Part 15 of this tariff.
- 3) comply with all Customer Enrollment requirements set forth in Section VII, Part 7 of this tariff.

Columbia Gas of Ohio, Inc.

SECTION VII
PART 15 - CODE OF CONDUCT

15.1 Code of Conduct

Each Retail Natural Gas Supplier or Governmental Aggregator participating in Columbia's Customer CHOICESM Program shall:

- 1) Communicate to customers, in clear understandable terms, the customers' rights and responsibilities. This communication shall include, at a minimum, the following information.
 - a) The Retail Natural Gas Supplier's or Governmental Aggregator's customer service address and toll-free telephone number.
 - b) A statement describing the Retail Natural Gas Supplier's or Governmental Aggregator's Dispute Resolution Procedures.
 - c) A statement that the Retail Natural Gas Supplier or Governmental Aggregator must provide, to the maximum extent possible, the customer with thirty (30) days written notice prior to discontinuing service.
 - d) Notice that Columbia's Customer CHOICESM Program is subject to ongoing Commission jurisdiction.
- 2) Provide in writing to customers pricing and payment terms that are clear and understandable in compliance with rule 4901:1-29-11(8) of the Ohio Administrative Code.
- 3) Refrain from engaging in communications or practices with customers that are fraudulent, deceptive, or misleading.
- 4) Deliver gas to Company on a firm basis, on behalf of the Retail Natural Gas Supplier's participating customers in accordance with the requirements of the Aggregation Agreement.

If a Retail Natural Gas Supplier fails to deliver gas in accordance with its aggregation customers' full service requirements for natural gas, Company shall supply natural gas temporarily to the affected aggregation customers, and shall bill Retail Natural Gas Supplier the higher of either:

- a) the fair market price for that period, or
- b) the highest incremental cost of gas for that period that actually was paid by Company, including transportation and all other applicable charges.

In the event Retail Natural Gas Supplier over-delivers to its Aggregation Pool(s), the Company shall purchase the volumes over-delivered by the Retail Natural Gas Supplier at a gas cost equal to the lowest per Dth price paid by Company on the day(s) of over-delivery, and such over-delivered volumes cause Company to incur penalties from a pipeline, or other costs associated with such excess supplies. In addition, then Retail Natural Gas Supplier shall reimburse Company for the Retail Natural Gas Supplier's pro rata share of all other penalty charges incurred by Company on the day(s) of over-delivery, such penalties and costs.

- 5) The Retail Natural Gas Suppliers must undergo a credit evaluation, at their expense, to assure that the Retail Natural Gas Supplier is sufficiently credit-worthy to protect against damages resulting from any

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2003-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

~~Original~~First Revised Sheet No. 15

Cancels

Original Sheet No. 15

Section VII

Page 1 of 2

Columbia Gas of Ohio, Inc.

failure to deliver gas in accordance with the requirements of the Columbia's Customer CHOICESM
Program, and to assure payment of any PUCO-approved charges for any such failure.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and April 29, 2004 in Case No. 02-2903 GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

Section VII
~~Second~~Third Revised Sheet No. 23
 Cancels
~~First~~Second Revised Sheet No. 23
 Page 1 of 1

SECTION VII
 PART 23 - RECONCILIATION OF CONSUMPTION AND SUPPLIER DELIVERIES

23.1 Annual Reconciliation of Imbalances

Columbia will reconcile imbalances on an annual basis as of July 31st for each Retail Natural Gas Supplier, through determination of the difference between: (1) the Retail Natural Gas Supplier's deliveries for the twelve-month period ended July 31st for each of its Aggregation Pools and (2) the total actual consumption of the Retail Natural Gas Supplier's Aggregation Pools, including any adjustments applicable to the annual period ended July 31st.

Imbalances will be eliminated through payment from Columbia to Retail Natural Gas Suppliers for excess deliveries and through payment from Retail Natural Gas Suppliers to Columbia for under-deliveries. At the Retail Natural Gas Supplier's option, the price per Dth of such payments shall be equal to either: (1) the average price for the twelve-month period ended July reported in *Platts Inside FERC's Gas Market Report* in the monthly report titled "Prices of spot gas delivered to pipelines", under the column heading "Index" for Columbia Gas Transmission Corp. Appalachia, adjusted for FTS Retainage, FTS commodity, and gross receipts taxes as calculated herein, or (2) the price reported in *Platts Inside FERC's Gas Market Report* for month of September that occurs subsequent to the end of the annual reconciliation period, in the monthly report titled "prices of spot gas delivered to pipelines", under the column heading "Index" for Columbia Gas Transmission Corp., Appalachia." adjusted for FTS Shrinkage, FTS commodity and gross receipts taxes. For any month for which the price is not available for the first day, the price for the most recent preceding month will be used. Marketers must elect one of the two price options at the time the Marketer contracts with Columbia for Aggregation Service. The Retail Natural Gas Supplier may change the option that it has selected once annually effective October 1st of each calendar year. If the Retail Natural Gas Supplier does not change its option as permitted herein, then the latest option selected by the Retail Natural Gas Supplier shall apply. The formulas used in determination of the above-referenced rates are as follows:

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

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

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

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

Filed Pursuant to PUCO Entry dated March 11, 2004, Entry on Rehearing dated May 5, 2004 and Entry dated August 25, 2004 in Case Nos. 94-987-GA-AIR, 96-1113-GA-ATA, 98-222-GA-GCR, 03-1459-GA-ATA and Entry dated July 6, 1989 in Case No. 89-500-AU-TRE.

Issued: October 1, 2004

Effective: November 1, 2004

Issued By
 J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII

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

25.1 Applicability

Applicable throughout the territory served by Company ~~with exception of those formerly served by the Murphy Gas Company.~~

I 25.2 Availability Requirements for Service

Available to any customer that meets the following requirements:

- a) The customer has discharged, or entered into a plan to discharge, all existing arrearages owed the Company;
- b) The customer must be part of a Customer Group, which consists of either: (1) a minimum of 100 customers; or (2) a group of customers with at least 10,000 Mcf of annual throughput. The Customer Group must be served by a single Retail Natural Gas Supplier; and the Retail Natural Gas Supplier must have executed a Full Requirements Aggregation Agreement with Company;
- c) The Retail Natural Gas Supplier must have acquired, or agreed to acquire, an adequate supply of natural gas of a quality acceptable to Company, including allowances for: (1) retention required by applicable upstream transporters; and (2) lost and unaccounted-for gas to be retained by Company. The Retail Natural Gas Supplier must have made, or have caused to be made, arrangements by which gas supply can be transported on a firm basis directly to specified Market Areas on Company's distribution system; and
- ~~d) The customer consumes less than 300 Mcf per year between September 1 and August 31. Annual consumption for customers served hereunder will be reviewed each August 31st; and,~~
- ed) The Customer makes a security deposit with Company for Company's service and delivery charges, in an amount determined in accordance with Section 4901:1-17 of the Ohio Administrative Code, where the customer has previously participated in the Customer CHOICESM Program and has been terminated from participation in the program for non-payment, and Company issues a bill for its service and delivery charges or Company issues the total bill for such Customer's Retail Natural Gas Supplier.

25.3 Transfer of Service

Without limiting any rights or remedies of a Retail Natural Gas Supplier, customers may leave a Retail Natural Gas Supplier's Customer Group and join any other Customer Group upon assessment of a \$5.00 switching fee to the succeeding Retail Natural Gas Supplier by the Company, or revert to sales service from Company for which there will be no switching fee.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU-TRF and January 5, 2005 in Case No. 04-1631 GA-UNG.

Issued: ~~September 22, 2005~~

Effective: September 22, 2005

Issued By
J. W. Partridge Jr., President

Section VII
~~Second~~Third Revised Sheet No. 25
 Cancels
~~First~~Second Revised Sheet No. 25

Columbia Gas of Ohio, Inc.

Page 2 of 23

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

25.4 Character of Service

Service provided under this schedule shall be considered firm service.

T 25.5 Delivery Charge – Full Requirements Small General Transportation Service

Availability

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

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

	<u>November 1, 2008 – October 31, 2009</u>	<u>On and After November 1, 2009</u>
<u>All gas consumed per account per month</u>	<u>\$.9479 per Mcf</u>	<u>\$.0000 per Mcf</u>
<u>Monthly Delivery Charge</u>	<u>\$12.97 per Month</u>	<u>\$19.76 per Month</u>

- 1) ~~All gas delivered per account per month \$1.3669 per Mcf~~
 2) ~~A Customer charge of \$6.50 per account per month~~

N 25.6 Delivery Charge – Full Requirements Small General Schools Transportation Service

Availability

Available to all primary and secondary school customers provided that Customer consumes less than 300 Mcf per year between September 1 and August 31. Annual consumption for customers service hereunder will be reviewed each August 31st.

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

	<u>November 1, 2008 – October 31, 2009</u>	<u>On and After November 1, 2009</u>
<u>All gas consumed per account per month</u>	<u>\$.9005 per Mcf</u>	<u>\$.0000 per Mcf</u>
<u>Monthly Delivery Charge</u>	<u>\$12.32 per Month</u>	<u>\$18.77 per Month</u>

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU-TRF and May 9, 2007 in Case No. 07-496 GA-ATA.

Issued: May 10, 2007

Effective: With Bills Rendered on and after May 31, 2007

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

Section VII
~~Second~~Third Revised Sheet No. 25
Cancels
~~First~~Second Revised Sheet No. 25

Columbia Gas of Ohio, Inc.

Page 2 of 23

25.6 — 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 this tariff:~~

- ~~1) Interim Emergency and Temporary PIP Plan Tariff Schedule Rider;~~
- ~~Small General Service Temporary Base Rate Revenue Rider;~~
- ~~2) Excise Tax Rider;~~
- ~~4) Competitive Retail Natural Gas Surcredit Rider;~~
- ~~5) CHOICE® Program Sharing Credit; and~~
- ~~6) Uncollectible Expense Rider.~~

25.7 — Late Payment Charge

~~Upon next scheduled billing date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the Customer's total obligation.~~

~~This provision is not applicable to: (1) unpaid account balances of Customers enrolled in payment plans pursuant to Section 4901:1-18-04 of the Ohio Administrative Code, or (2) unpaid account balances of less than 2,000.~~

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and May 9, 2007 in Case No. 07-496 GA-ATA.

Issued: May 10, 2007

Effective: With Bills Rendered on and after May 31, 2007

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

SECTION VII

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

25.8 Billing Adjustments

For all gas delivered hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VII, Part 29 of this tariff:

- 1) Interim Emergency and Temporary PIP Plan Tariff Schedule Rider;
- 2) Gross Receipts Tax Rider;
- 3) Excise Tax Rider;
- 4) CHOICESM Program Sharing Credit;
- 5) Uncollectible Expense Rider;
- 6) Infrastructure Replacement Program Rider; and
- 7) Demand Side Management Rider.

25.9 Late Payment Charge

Upon next scheduled billing date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the Customer's total obligation.

This provision is not applicable to unpaid account balances of Customers enrolled in payment plans pursuant to Section 4901:1-18-04 of the Ohio Administrative Code.

Filed Pursuant to PUCO Entries dated

Issued:

Effective: With Bills Rendered on and after

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

~~First~~Second Revised Sheet No. 26
Cancels
~~Original~~First Revised Sheet No. 26
Section VII
Page 1 of 2

Columbia Gas of Ohio, Inc.

SECTION VII

~~PART 26 - FULL REQUIREMENTS MURPHY GENERAL TRANSPORTATION SERVICE~~
(FRMGTS)

~~26.1 - Applicability~~~~Applicable in all territories formerly served by Murphy Gas Company.~~~~26.2 - Availability~~~~Available to any Customer formerly served by Murphy Gas Company that meets the following requirements:~~

- ~~a) The Customer has discharged, or entered into a plan to discharge, all existing arrearages owed the Company;~~
- ~~b) The Customer must be part of a Customer Group, which consists of either: (1) a minimum of 100 Customers; or (2) a group of Customers with at least 10,000 Mcf of annual throughput. The Customer Group must be served by a single Retail Natural Gas Supplier, and the Retail Natural Gas Supplier must have executed a Full Requirements Aggregation Agreement with Company;~~
- ~~c) The Retail Natural Gas Supplier must have acquired, or agreed to acquire, an adequate supply of natural gas of a quality acceptable to Company, including allowances for: (1) retention required by applicable upstream transporters; and (2) lost and unaccounted for gas to be retained by Company. The Retail Natural Gas Supplier must have made, or have caused to be made, arrangements by which gas supply can be transported directly on a firm basis to specified Columbia Gas Transmission Market Areas on Company's distribution system;~~
- ~~d) The Customer makes a security deposit with Company for Company's service and delivery charges, in an amount determined in accordance with Section 4901:1-17 of the Ohio Administrative Code, where the customer has previously participated in the Customer CHOICESM Program and has been terminated from participation in the program for non-payment, and Company issues a bill for its service and delivery charges or Company issues the total bill for such Customer's Retail Natural Gas Supplier.~~

~~26.3 Transfer of Service~~~~Without limiting any rights or remedies of a Retail Natural Gas Supplier, customers may leave a Retail Natural Gas Supplier's Customer Group and join any other Customer Group upon assessment of a \$5.00 switching fee to the succeeding Retail Natural Gas Supplier by Company, or revert to sales service from Company for which there will be no switching fee.~~~~26.4 - Character of Service~~~~Service provided under this schedule shall be considered firm service.~~

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and January 5, 2005 in Case No. 04-1631 GA-UNG.

Issued: September 22, 2005

Effective: September 22, 2005

Issued By
J. W. Partridge Jr., President

~~First~~Second Revised Sheet No. 26
Cancels
~~Original~~First Revised Sheet No. 26
Section VII
Page 1 of 2

Columbia Gas of Ohio, Inc.

THIS SHEET IS RESERVED FOR FUTURE USE

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 5, 2005 in Case No. 04-1631-GA-UNC.

Issued: September 22, 2005

Effective: September 22, 2005

Issued By
J. W. Partridge Jr., President

Section VII
Second Revised Sheet No. 26
Cancels
First Revised Sheet No. 26
Page 2 of 2

Columbia Gas of Ohio, Inc.

SECTION VII

PART 26 - FULL REQUIREMENTS MURPHY GENERAL TRANSPORTATION SERVICE (FRMGTS)

26.5 - Delivery Charge

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

- 1) All gas delivered per account per month \$0.5941 per Mcf
- 2) A Customer charge of \$3.25 per account per month

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

26.6 - Billing Adjustments

For all gas delivered hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in this tariff:

- 1) Interim Emergency and Temporary PIP Plan Tariff Schedule Rider;
- 2) Excise Tax Rider;
- 3) Competitive Retail Natural Gas Surcredit Rider;
- 4) CHOICE® Program Sharing Credit; and
- 5) Uncollectible Expense Rider.

26.7 - Late Payment Charge

Upon next scheduled billing date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the Customer's total obligation.

This provision is not applicable to (1) unpaid account balances of Customers enrolled in payment plans pursuant to Section 4901:1-18-04 of the Ohio Administrative Code, or (2) unpaid account balances of less than \$2,000.

THIS SHEET IS RESERVED FOR FUTURE USE

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and May 9, 2007 in Case No. 07-496 GA ATA.

Issued: May 10, 2007

Effective: With bills rendered on and after May 31, 2007

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

~~First~~Second Revised Sheet No. 27

Cancels

~~Original~~First Revised Sheet No. 27

Section VII

Page 1 of 23

Columbia Gas of Ohio, Inc.

SECTION VII

PART 27 - FULL REQUIREMENTS GENERAL TRANSPORTATION SERVICE (FRGTS)

27.1 Applicability

Applicable throughout the territory served by Company with exception of those formerly served by the Murphy Gas Company.

27.2 Availability Requirements for Service

Available to any Customer that meets the following requirements:

- a) The Customer has discharged, or entered into a plan to discharge, all existing arrearages owed the Company;
- b) The Customer must be part of a Customer Group, which consists of either: (1) a minimum of 100 Customers; or (2) a group of Customers with at least 10,000 Mcf of annual throughput. The Customer Group must be served by a single Retail Natural Gas Supplier that has executed a Full Requirements Aggregation Agreement with the Company;
- c) The Retail Natural Gas Supplier must have acquired, or agreed to acquire, an adequate supply of natural gas of a quality acceptable to Company, including allowances for: (1) retention required by applicable upstream transporters; and (2) unaccounted-for gas to be retained by Company. The Retail Natural Gas Supplier must have made, or have caused to be made, arrangements by which gas supply can be transported on a firm basis directly to specified Company Gas Transmission Market Areas on Company's distribution system; and,
- d) ~~The Customer consumes at least 300 Mcf, but less than 2,000 Mcf per year between September 1 and August 31, or the Customer is a Human Needs Customer that consumes at least 300 Mcf per year and is not otherwise eligible for service under rate schedule FRLGTS. Annual consumption for Customers served hereunder will be reviewed each August 31st; and;~~
- e) The Customer makes a security deposit with Company for Company's service and delivery charges, in an amount determined in accordance with Section 4901:1-17 of the Ohio Administrative Code, where the customer has previously participated in the Customer CHOICESM Program and has been terminated from participation in the program for non-payment, and Company issues a bill for its service and delivery charges or Company issues the total bill for such Customer's Retail Natural Gas Supplier.

27.3 Transfer of Service

Without limiting any rights or remedies of a Retail Natural Gas Supplier, Customers may leave a Retail Natural Gas Supplier's Customer Group and join any other Customer Group upon assessment of a \$5.00 switching fee to the succeeding Retail Natural Gas Supplier by Company, or revert to sales service from Company for which there will be no switching fee.

27.4 Character of Service

Service provided under this schedule shall be considered firm service.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU-TRF and January 5, 2005 in Case No. 04-1621 GA-UNC.

Issued: September 22, 2005

Effective: September 22, 2005

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

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

T 27.5 Full Requirements General Transportation Service Delivery Charge

Availability

Available to all customers provided the Customer consumes at least 300 Mcf, but less than 2,000 Mcf per year between September 1 and August 31, or the Customer is a Human Needs Customer that consumes at least 300 Mcf per year and is not otherwise eligible for service under rate schedule FRLGTS. Annual consumption for Customers served hereunder will be reviewed each August 31st.

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

- 1) First 25 Mcf per account per month ~~\$1.36071.8969~~ per Mcf
- 2) Next 75 Mcf per account per month ~~\$1.3465~~ per Mcf
- 2) Over ~~25100~~ Mcf per account per month ~~\$1.27841.0834~~ per Mcf
- 3) A Customer charge of ~~\$16.5025.00~~ per account per month, regardless of gas consumed.

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

N 27.6 Full Requirements General Schools Transportation Service Delivery Charge

Availability

Available to all primary and secondary school customer accounts provided the Customer consumes at least 300 Mcf, but less than 2,000 Mcf per year between September 1 and August 31, or the Customer is a Human Needs Customer that consumes at least 300 Mcf per year and is not otherwise eligible for service under rate schedule FRLGTS. Annual consumption for Customers served hereunder will be reviewed each August 31st.

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 ~~\$1.8021~~ per Mcf
- 2) Next 75 Mcf per account per month ~~\$1.2792~~ per Mcf
- 2) Over 100 Mcf per account per month ~~\$1.0292~~ per Mcf
- 3) A Customer charge of ~~\$23.75~~ per account per month, regardless of gas consumed.

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

27.6 Billing Adjustments

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU-TRF and May 9, 2007 in Case No. 07-496 GA-ATA.

Issued: May 10, 2007

Effective: With bills rendered on and after May 31, 2007

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

Section VII
Second ~~Third~~ Revised Sheet No. 27
Cancels
First ~~Second~~ Revised Sheet No. 27
Page 2 of 23

Columbia Gas of Ohio, Inc.

~~For all gas delivered hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in this tariff:~~

- ~~1) Interim Emergency and Temporary PIP Plan Tariff Schedule Rider;~~
- ~~2) General Service Temporary Base Rate Revenue Rider;~~
- ~~3) Excise Tax Rider;~~
- ~~4) Competitive Retail Natural Gas Surcredit Rider;~~
- ~~5) CHOICE® Program Sharing Credit; and~~
- ~~6) Uncollectible Expense Rider.~~

27.7 Late Payment Charge

~~Upon next scheduled billing date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the Customer's total obligation.~~

~~This provision is not applicable to (1) unpaid account balances of Customers enrolled in payment plans pursuant to Section 4901:1-18-04 of the Ohio Administrative Code, or (2) unpaid account balances of less than \$2,000.~~

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and May 9, 2007 in Case No. 07-496-CA-ATA.

Issued: May 10, 2007

Effective: With bills rendered on and after May 31, 2007

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

Columbia Gas of Ohio, Inc.

SECTION VII

PART 27 - FULL REQUIREMENTS GENERAL TRANSPORTATION SERVICE (ERGTS)

27.7 Billing Adjustments

For all gas delivered hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VII, Part 29 of this tariff.

- 1) Interim Emergency and Temporary PIP Plan Tariff Schedule Rider;
- 2) Gross Receipts Tax Rider;
- 3) Excise Tax Rider;
- 4) CHOICESM Program Sharing Credit;
- 5) Uncollectible Expense Rider;
- 6) Infrastructure Replacement Program Rider; and
- 7) Demand Side Management Rider.

27.8 Late Payment Charge

Upon next scheduled billing date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the Customer's total obligation.

This provision is not applicable to unpaid account balances of Customers enrolled in payment plans pursuant to Section 4901:1-18-04 of the Ohio Administrative Code.

Filed Pursuant to PUCO Entries dated

Issued:

Effective: With bills rendered on and after

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

Columbia Gas of Ohio, Inc.

SECTION VII

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

28.1 Applicability

I | Applicable throughout the territory served by Company ~~with exception of those formerly served by the Murphy Gas Company.~~

28.2 Availability

Available to any Customer that meets the following requirements:

- a) The Customer has discharged or entered into a plan to discharge, all existing arrearages owed the Company;
- b) The Customer must be part of a Customer Group, which consists of either: (1) a minimum of 100 Customers; or (2) a group of Customers with at least 10,000 Mcf of annual throughput. The Customer Group must be served by a single Retail Natural Gas Supplier that has executed a Full Requirements Aggregation Agreement with the Company;
- c) The Retail Natural Gas Supplier must have acquired, or agreed to acquire, an adequate supply of natural gas of a quality acceptable to Company, including allowances for: (1) retention required by applicable upstream transporters; and (2) unaccounted-for gas to be retained by Company. The Retail Natural Gas Supplier must have made, or have caused to be made, arrangements by which gas supply can be transported on a firm basis directly to specified Market Areas on the Company's distribution system;
- d) Customer is a Human Needs Customer, and Customer's consumption during one of the two most recent Annual Periods (November through October billing cycles) was a least 18,000 Mcf, or Customer presents evidence demonstrating to the Company's satisfaction that it will consume at least 18,000 Mcf per year during future annual periods. In addition, at least 50% of Customer's annual consumption must be consumed in the seven billing months of April through October;
- e) Company, may at its option, waive the requirement that 50% of the annual consumption occur during the seven months of April through October where such waiver is necessary in order to serve a load which would not otherwise be served by Company, provided that at least 30% of Customer's annual consumption occurs during the months of April through October;
- I** | f) In the event Customer no longer qualifies for service hereunder, Company may, upon thirty (30) days notice, terminate service hereunder and commence service under its Full Requirements Small General Transportation Service or Full Requirements General Transportation Service schedule; and,
- g) The Customer makes a security deposit with Company for Company's service and delivery charges, in an amount determined in accordance Section 4901:1-17 of the with Ohio Administrative Code, where the customer has previously participated in the Customer CHOICESM Program and has been terminated from participation in the program for non-payment, and Company issues a bill for its service and delivery charges or Company issues the total bill for such Customer's Retail Natural Gas Supplier.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and January 5, 2005 in Case No. 04-1621 GA-UNG.

Issued: September 23, 2005

Effective: September 23, 2005

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

Section VII

~~Second-Third~~ Revised Sheet No. 28

Cancels

~~First~~Second Revised Sheet No. 28

Page 2 of 3

Columbia Gas of Ohio, Inc.

SECTION VII

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

28.3 Transfer of Service

Without limiting any rights or remedies of a Retail Natural Gas Supplier, customers may leave a Retail Natural Gas Supplier's Customer Group and join any other Customer Group upon assessment of a \$5.00 switching fee to the succeeding Retail Natural Gas Supplier by Company, or revert to sales service from Company for which there will be no switching fee.

28.4 Character of Service

Service provided under this schedule shall be considered firm service.

28.5 Delivery Service

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

1) First 2,000 Mcf per account per month	\$.4614.4496 per Mcf
2) Next 13,000 Mcf per account per month	\$.2813.2741 per Mcf
3) Next 85,000 Mcf per account per month	\$.2513.2449 per Mcf
4) Over 100,000 Mcf per account per month	\$.1913.1864 per Mcf

28.6 ~~Minimum Monthly Charge~~ Customer Charge

If Customer fails to take delivery of 1,500 Mcf in any month, the Customer will be charged for 1,500 Mcf at the Company's total billing rate. A 'Customer Charge' of \$650.00 per Account per month, regardless of gas consumed.

28.7 Billing Adjustments

For all gas delivered hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VII, Part 29 of this tariff.

- 1) Interim Emergency and Temporary PIP Plan Tariff Schedule Rider;
- 2) ~~Large General Service Temporary Base Rate Revenue Rider;~~
- 2) Gross Receipts Tax Rider;
- 3) Excise Tax Rider;
- 4) ~~Competitive Retail Natural Gas Surcredit Rider; and~~
- 5) CHOICESM Program Sharing Credit;
- 5) Infrastructure Replacement Program Rider; and
- 6) Demand Side Management Rider.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and May 9, 2007 in Case No. 07-496-GA-ATA.

Issued: May 10, 2007

Effective: With bills rendered on and after May 31, 2007

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

Section VII
First Revised Sheet No. 28
Cancels
Section VII
Original Sheet No. 28
Page 3 of 3

Columbia Gas of Ohio, Inc.

SECTION VII

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

28.8 Late Payment Charge

Upon next scheduled billing date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the Customer's total obligation.

This provision is not applicable to ~~(1) unpaid account balances of Customers enrolled in payment plans pursuant to Section 4901:1-18-04 of the Ohio Administrative Code, or (2) unpaid account balances of less than \$2,000.~~

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 12, 2005 in Case No. 04-1579-GA-ATA.

Issued: January 14, 2005

Effective: January 14, 2005

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

Columbia Gas of Ohio, Inc.

Section VII
~~Fourth~~Fifth Revised Sheet No. 29
Cancels
~~Third~~Fourth Revised Sheet No. 29
Page 1 of 10

SECTION VII
PART 29 - BILLING ADJUSTMENTS

INTERIM, EMERGENCY AND TEMPORARY
PIP PLAN TARIFF SCHEDULE RIDER

29.1 APPLICABILITY

To all volumes delivered under rate schedules FRSGTS, ~~FRMGTS~~, FRGTS and FRLGTS.

29.2 RATE

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

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

Issued: February 28, 2006

Effective: With bills rendered on and after March 2, 2006

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

Columbia Gas of Ohio, Inc.

Section VII
~~Second-Third~~ Revised Sheet No 29
 Cancels
~~First~~Second Revised Sheet No. 29
 Page 2 of 10

SECTION VII
 PART 29 - BILLING ADJUSTMENTS

SMALL GENERAL SERVICE TEMPORARY BASE RATE REVENUE RIDER

29.3 — Applicability

Applicable to all customers delivered under the Company's Full Requirements Small General Transportation Service schedule.

29.4 — Temporary Base Rate Revenue Rider Rate

All gas consumed per account per month \$0.0063 per Mcf.

RIDER IRP –
INFRASTRUCTURE REPLACEMENT PROGRAM RIDER

29.3 APPLICABILITY

Applicable to all customer accounts served under rate schedules FRSGTS, FRGTS and FRLGTS.

29.4 DESCRIPTION

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

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

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

29.5 RATE

Rate FRSGTS, Firm Requirements Small General Transportation Service \$0.00 / Month

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRE and January 12, 2005 in Case No. 04-1579-GA-ATA.

Section VII
~~Second~~ Third Revised Sheet No 29
Cancels
~~First~~ Second Revised Sheet No. 29
Page 2 of 10

Columbia Gas of Ohio, Inc.

Rate FRGTS, Firm Requirements General Transportation Service	\$0.00 / Month
Rate FRLGTS, Firm Requirements Large General Transportation Service	\$0.00 / Month

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 12, 2005 in Case No. 04-1579-GA-ATA.

Issued: January 14, 2005

Effective: January 14, 2005

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

Section VII
Second-Third Revised Sheet No. 29

Cancels

FirstSecond Revised Sheet No. 29

Page 3 of 10

Columbia Gas of Ohio, Inc.

SECTION VII
PART 29 - BILLING ADJUSTMENTSGENERAL SERVICE TEMPORARY BASE RATE REVENUE RIDER29.5 Applicability

Applicable to all volumes delivered under the Company's Full Requirements General Transportation Service schedule.

29.6 Temporary Base Rate Revenue Rider

All gas consumed per account per month \$0.0058 per Mcf.

DEMAND SIDE MANAGEMENT RIDER29.6 APPLICABILITY

Applicable to all volumes delivered under the Company's Full Requirements General Transportation Service schedules.

29.7 DESCRIPTION

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

29.8 RATE

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 12, 2005 in Case No. 04-1579-GA-ATA.

Issued: January 14, 2005

Effective: January 14, 2005

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

Section VII
~~Second~~Third Revised Sheet No. 29
Cancels
~~First~~Second Revised Sheet No. 29
Page 4 of 10

Columbia Gas of Ohio, Inc.

SECTION VII
PART 29 - BILLING ADJUSTMENTS

LARGE GENERAL SERVICE TEMPORARY BASE RATE REVENUE RIDER

29.7 Applicability

Applicable to all volumes delivered under the Fixed Delivery Charge provision of the Company's Full Requirements Large General Transportation Service schedule.

29.8 Temporary Base Rate Revenue Rider Rate

All gas consumed per account per month \$.010 per Mcf.

GROSS RECEIPTS TAX RIDER

29.9 APPLICABILITY

Applicable to all charges billed by Columbia under rate schedules FRSGTS, FRGTS, FRLGTS and FRCTS, except that this rider shall not be billed to those customers statutorily exempted from the payment of gross receipts taxes.

29.10 RATE

All bills rendered shall be adjusted to include the effect of the Ohio excise tax on gross receipts on tariff charges at a rate of 4.987%.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 12, 2005 in Case No. 04-1579-GA-ATA.

Issued: January 14, 2005

Effective: January 14, 2005

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

Columbia Gas of Ohio, Inc.

Section VII
~~Second~~Third Revised Sheet No. 29
Cancels
~~First~~Second Revised Sheet No. 29
Page 6 of 10SECTION VII
PART 29 - BILLING ADJUSTMENTS

EXCISE TAX RIDER

29.11 APPLICABILITY

T Applicable to all customers except flexed customers served under Rate Schedules FRSGTS, FRGTS, ~~FRMGTS~~ and FRLGTS, and FRCTS.

29.12 RATES

First 100 Mcf per account per month	\$.1593 per Mcf
Next 1,900 Mcf per account per month	\$.0877 per Mcf
Over 2,000 Mcf per account per month	\$.0411 per Mcf

29.13 APPLICABILITY

T Applicable to all customers being flexed served under Rate Schedules FRSGTS, FRGTS, ~~FRMGTS~~ and FRLGTS.

29.14 RATES

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

Filed Pursuant to PUCO Entry dated July 6, 1989 in Case No. 89-500-AU TRF January 12, 2005 in Case No. 04-1579-GA-ATA.

Issued: January 14, 2005

Effective: January 14, 2005

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

Columbia Gas of Ohio, Inc.

Section VII
~~Fourth~~Fifth Revised Sheet No. 29
Cancels
~~Third~~Fourth Revised Sheet No. 29
Page 8 of 10SECTION VII
PART 29 - BILLING ADJUSTMENTSCHOICESM PROGRAM SHARING CREDIT

29.15 APPLICABILITY

1 Applicable to all Customers served under rate schedules FRS~~G~~T~~S~~, FRG~~T~~S, ~~FRM~~G~~T~~S and FRLG~~T~~S.

29.16 DESCRIPTION

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

29.17 RATE

All gas consumed per account per month

Credit Per Mcf
\$0.3355

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

Issued: January 28, 2008

Effective: With bills rendered on and
after January 31, 2008Issued By
J. W. Partridge, Jr., President

Section VII

~~Fourth~~Fifth Revised Sheet No. 29

Cancels

~~Third~~Fourth Revised Sheet No. 29

Page 9 of 10

Columbia Gas of Ohio, Inc.

SECTION VII

PART 29 - BILLING ADJUSTMENTS

UNCOLLECTIBLE EXPENSE RIDER

~~29.18~~29.18 APPLICABILITY

I

To all customers served under rate schedules FRSGTS, and FRGTS ~~and~~ FRMGTS.~~29.19~~29.19 UNCOLLECTIBLE EXPENSE RIDER RATE

R

An additional charge of \$.~~463~~1553 per Mcf shall be applied to all volumes for service rendered under applicable rate schedules to recover cost associated with uncollectible accounts arising from those customers responsible for paying the Uncollectible Expense Rider. Columbia shall file an application with the Public Utilities Commission of Ohio requesting approval to change the rate if the Company determines that an adjustment of more than plus or minus ten percent is needed to adjust for prior period over or under-collections.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU TRF and May 24, 2007 in Case No. 07-499-GA-UEX.

Issued: ~~May 29, 2007~~Effective: With bills rendered on and after ~~May 24, 2007~~Issued By
J. W. Partridge, Jr., President

Section VII
First Revised Sheet No. 29
Cancels
Original Sheet No. 29
Page 10 of 10

Columbia Gas of Ohio, Inc.

SECTION VII
PART 29 - BILLING ADJUSTMENTS

~~COMPETITIVE RETAIL NATURAL GAS SURCREDIT RIDER~~

D ~~29.18 APPLICABILITY~~

~~To all customers served under rate schedules FRSGTS, FRGTS, FRMGTS and FRLGTS.~~

~~29.19 RATE~~

~~(\$.005837) per Mcf for all volumes delivered during the billing month.~~

N THIS SHEET IS RESERVED FOR FUTURE USE

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500 AU TRF and January 12, 2005 in Case No. 04-1579 GA-ATA.

Issued: January 14, 2005

Effective: January 14, 2005

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

Section VII
First Revised Sheet No. 30
Original Sheet No. 30
Section VII
Page 1 of 1

Columbia Gas of Ohio, Inc.

SECTION VII
PART 30 - ANCILLARY SERVICE RATES

NON-TEMPERATURE BALANCING SERVICE

30.1 Applicability

Applicable to all volumes transported by Retail Natural Gas Suppliers, where said volumes meet the following conditions:

- T** | 1) volumes are delivered under rate schedules FRSGTS, FRGTS, or FRLGTS ~~or~~ FRMGTS; and
- 2) volumes are delivered to a Customer who is a member of an Full Requirements Aggregation Pool for which the Retail Natural Gas Supplier has elected assignment of minimum storage requirements to provide temperature balancing under Section VII, Part 18 of this tariff.

30.2 Rate

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

Section VII
~~First~~ Second Revised Sheet No. 31
Cancels
~~Original~~ First Revised Sheet No. 31
Page 1 of 1

SECTION VII
PART 30 - ANCILLARY SERVICE RATES

FULL BALANCING SERVICE

30.3 Applicability

Applicable to all volumes transported by Retail Natural Gas Suppliers, where said volumes meet the following conditions:

- T** |
- 1) volumes are delivered under rate schedules FRSGTS, FRGTS, FRMGTS, FRCTS or FRLGTS and
 - 2) volumes are delivered to a Customer which is a member of an Full Requirements Aggregation Pool for which the Retail Natural Gas Supplier has not elected less than the minimum storage requirements to provide temperature balancing under Section VII, Part 18 of this tariff.

30.4 Rate

\$.4680 per Mcf of all volumes delivered to the Retail Natural Gas Supplier's Aggregation Pool during the billing month.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

First Revised Sheet No. 36Cancels

Original Sheet No. 36

Section VII

Page 1 of 1

Columbia Gas of Ohio, Inc.

SECTION VII
PART 30 - ANCILLARY SERVICE RATES

TECHNICAL SUPPORT SERVICES

30.20 Applicability

Applicable throughout the territory served by the Company.

30.21 Availability

Available to Retail Natural Gas Suppliers, Governmental Aggregators, Retail Natural Gas Brokers or their Agents that have been approved by the Company for participation in the Company's Customer CHOICESM Program, at the Company's option.

30.22 Technical Support

Retail Natural Gas Suppliers, Governmental Aggregators, Retail Natural Gas Brokers and their Agents participating in the Company's Customer CHOICESM Program may receive from the Company, at the Company's option, technical support and assistance at a rate of \$70.00 per hour. The Company is under no obligation to provide technical support and assistance, with the exception of the services described in the Section 30.23 of this tariff. Such support and assistance for which the charge applies is categorized in three general areas:

- 1) Explanation of the Company's communications related to information posted through the Company's Electronic Bulletin Board internet-based website;
- 2) Manual verification and confirmation of Customer account data beyond the information and messages available thru the Company's standard automated process; and
- 3) Explanation and definition of the Company's filings, Commission rulings, FERC orders and other documents applicable to the Company's Customer CHOICESM Program.

Such Technical Support and Assistance may include time spent by Company personnel conducting research in connection with a Retail Natural Gas Supplier's, Governmental Aggregator's, Retail Natural Gas Broker's, or their Agent's inquiry.

30.23 Exceptions to Technical Support Charges

There will be no time recorded in connection with non-competitive inquiries covering required business interactions, specifically:

- 1) Standard Automated processing of Retail Natural Gas Supplier's data files by the Company;
- 2) Website availability and access; and
- 3) Erroneous data communicated by the Company via the Company's Electronic Bulletin Board.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII

PART 41 - FULL REQUIREMENTS COOPERATIVE TRANSPORTATION SERVICE (FRCTS)

41.3 Character of Service

Service provided under this tariff is a firm service.

41.4 Delivery Charge

Company will charge the following maximum rates for all Retail Natural Gas Supplier-owned volumes delivered by Company to the Cooperative:

- 1) First 25 Mcf per account per month ~~\$1.0600~~ 8800 per Mcf
- 2) Over 25 Mcf per account per month ~~\$0.9800~~ 8100 per Mcf

The Company may bill less than maximum rate where competitive circumstances exist; however, the Company is under no obligation to negotiate rates. The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to fixed costs. Unless otherwise agreed by Company and Cooperative, Customer shall pay the maximum rate for all volumes delivered hereunder.

41.5 Minimum Monthly Charge

A 'Customer Charge' of \$150.00 per account per month, regardless of gas consumed.

41.6 Billing Adjustments

For all gas delivered hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VII, Part 29 of this tariff:

- 1) Gross Receipts Tax Rider; and
- 2) Excise Tax Rider.

41.57 Late Payment Charge

If a bill payment is not received by the Company or by the Company's authorized agent on or before payment date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will come due as part of the Cooperative's total obligation.

VOLUME 2 OF 3

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Columbia Gas)
of Ohio, Inc. for Authority to Amend its Filed)
Tariffs to Increase the Rates and Charges for Gas)
Services and Related Matters)

Case No. 08-0072-GA-AIR

In the Matter of the Application of Columbia Gas)
of Ohio, Inc. for Approval of an Alternative Form)
Of Regulation and for a Change in its Rates and)
Charges)

Case No. 08-0073-GA-ALT

In the Matter of the Application of Columbia Gas)
of Ohio, Inc. for Approval to Change Accounting)
Methods)

Case No. 08-0074-GA-AAM

In the Matter of the Application of Columbia Gas)
of Ohio, Inc. for Authority to Revise its)
Depreciation Accrual Rates)

Case No. 08-0075-GA-AAM

SECTIONS A - G

**AS PER RULE 4901-7-01 STANDARD FILING REQUIREMENTS,
APPENDIX A
SECTIONS A - G**

COLUMBIA GAS OF OHIO, INC.

TABLE OF CONTENTS FOR SECTIONS A - G

Section E,

Schedule E-2

Schedule E-3

Schedule E-3.1

Schedule E-3.2

Schedule E-4

Schedule E-4.1

Schedule E-5

Section F

Section G

Before

THE PUBLIC UTILITIES COMMISSION OF OHIO

CASE NO. 08-0072-GA-AIR

**IN THE MATTER OF THE APPLICATION OF
COLUMBIA GAS OF OHIO, INC.
FOR AUTHORITY TO AMEND FILED TARIFFS
TO INCREASE THE RATES AND CHARGES FOR
GAS DISTRIBUTION SERVICE**

**SECTION E
VOLUME 2**

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Section E – Volume 2

Rate and Tariffs

Columbia Gas of Ohio, Inc.

Case No. 08-0072-GA-AIR

Test Year: Twelve Months Ended September 30, 2008

Date Certain: December 31, 2007

Schedules:

- E-2 Clean copy of current tariff schedules
- E-3 Rationale for tariff changes
 - E-3.1 Customer charge/minimum bill rationale
 - E-3.2 Cost of service study
- E-4 Class and schedule revenue summary
 - E-4.1 Annualized test year revenues at proposed rates vs. most current rates
- E-5 Typical Bill Comparison

P.U.C.O. No. 2

COLUMBIA GAS OF OHIO, INC.

Seventh Revised Sheet No. 1
Cancels
Sixth Revised Sheet No. 1

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

		<u>INDEX</u>	
Part Number		Sheet Number	Effective Date
SECTION I - SERVICE			
1	Application for Service	2	01-16-08
2	Turning on Gas	2	01-16-08
3	Service Not Transferable	2	01-16-08
4	Minimum Service Standards	2	01-16-08
5	Continuity of Service	2-3	01-16-08
6	Utilization Factor	3	01-16-08
7	Service Not to be Disturbed	3	01-16-08
8	No Customer Shall Sell to Another	3	01-16-08
9	Access to Premises	3	01-16-08
10	Customer's Responsibility	3	01-16-08
11	Right-of-Way	3	01-16-08
12	Charges and Payment for Temporary Service	3	01-16-08
13	Customer Indebted to Company	4	01-16-08
14	Customer Shall Satisfactorily Secure Account	4	01-16-08
15	Right to Shut Off Gas	4	01-16-08
16	Change of Address of Customer	4	01-16-08
17	Information Relative to Service	5	01-16-08
SECTION II - METERING AND BILLING			
18	Quantity of Gas Delivered by Meter	5	01-16-08
19	Backbilling	5	01-16-08
20	Billing Periods	5-6	01-16-08
21	Payment of Bills	6	01-16-08
22	Removal By, and Change in Financial Status of Customer	6	01-16-08
23	Bill Format and Billing Procedure	6	01-16-08
SECTION III - PHYSICAL PROPERTY			
24	Service Lines	6-7	01-16-08
25	Pressure Regulators	7	01-16-08
26	Meter Furnished	7	01-16-08
27	Meter Location	7	01-16-08
28	Only Company Can Connect Meter	7	01-16-08
29	House Piping	7	01-16-08
30	Appliances	7	01-16-08
31	Standards for Customer's Property	8	01-16-08
32	Discontinuance of Supply on Notice of Defect in Customer's Property	8	01-16-08
33	No Responsibility for Material or Workmanship	8	01-16-08
34	Inspection of Altered Piping	8	01-16-08
35	Extension of Distribution Mains	8-10	01-16-08

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

Issued: January 16, 2008

Effective: January 16, 2008

Issued By
J. W. Partridge Jr., President

COLUMBIA GAS OF OHIO, INC.

One Hundred and Third Revised Sheet No. 1a

Cancels

One Hundred and Second Revised Sheet No. 1a

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

INDEX

Part Number		Sheet Number	Effective Date
	Section IV – General		
36	Obligation To Serve	10	01-16-08
36	Core Market	10	01-16-08
36	Non-Core Market	11	01-16-08
36a	Rules and Regulations Subject to Orders Issued by PUCO	11	01-16-08
37	Company Reserves the Right to Modify, Alter or Amend Rules and Regulations	11	01-16-08
38	Residential Termination Procedure for Non-payment	11	01-16-08
38a	Advance Notice of Disconnection or Termination of Service	11	01-16-08
38b	Small Commercial Termination Procedure for Non-payment	11	01-16-08
38c	Advance Notice of Disconnection or Termination of Service	11-12	01-16-08
39	Uniform Purchase Gas Adjustment Clause Reference	12	01-16-08
39	Reserved for Future Use	13	01-16-08
40	Miscellaneous Charges	14	02-20-90
	Reconnection Trip Charge	14	02-20-90
	Collection Charge	14	02-20-90
	Dishonored Check Charge	14	02-20-90
	Late Payment Charge	14	02-20-90
	Tie-in Charge	15	02-20-90
	Meter Test Charge	15	02-20-90
	Remote Index Charge	15	08-24-04
	Sales Rates		
	Small General Service (SGS)	16-17	04-29-04
	Murphy General Service (MGS)	17a	04-29-04
	General Service (GS)	18-19	04-29-04
	Large General Service (LGS)	20-21	04-01-01
41	Billing Adjustments	22	05-01-06
	Gas Cost Recovery Rate (GCR)	23	01-31-08
	Interim, Emergency and Temporary PIP Plan Tariff Schedule Rider	24	03-02-06
	Transportation Take-or-Pay Surcharge	25	06-03-94
	SGS Temporary Base Rate Revenue Rider	26	01-22-97
	GS Temporary Base Rate Revenue Rider	27	01-22-97
	LGS Temporary Base Rate Revenue Rider	28	12-31-96
	Uncollectible Expense Rider	29	05-31-07
	Gross Receipts Tax Rider	30	04-01-01
	UPL Customer Surcharge	30a	09-18-96
	Lake Mohawk Project Map	30b	09-18-96
	CHOICE SM Program Sharing Credit	30c	01-31-08
	SECTION V – GAS TRANSPORTATION SERVICE		
42	Definitions	31-33a	04-04-03
43	Requirements For Transportation Service	33a-33b	04-04-03
43a	Service Agreement	33b	08-01-98
44	Deliveries of Customer Owned Gas	34	11-01-94
45	Measurement	34	11-01-94
	Heat Content Adjustment	34-35	12-03-91
	Measurement at Point(s) of Receipt with Interstate Pipeline	35-36	12-03-91
	Measurement at Other Point(s) of Receipt	36	12-03-91
	Accounting for Monthly Deliveries	36	12-03-91
46	Quality of Gas Delivered to Company	36	12-03-91
	Quality of Gas at Point(s) of Receipt with an Interstate Pipeline	36-37	12-03-91
	Quality of Gas at Other Point(s) of Receipt	37-38	12-03-91

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF.

Issued: January 29, 2008

Effective: With Bills Rendered January 31, 2008

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

COLUMBIA GAS OF OHIO, INC.

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

<u>INDEX</u>			
Part Number(s)		Sheet No.	Effective Date
47	Authorized Daily Volume	38-39	12-03-91
48	Interruption	39-41	12-07-99
49	Volume Banking and Balancing	41-43	10-31-94
50	Deficiencies in Deliveries to Company	43	11-01-94
51	Warranty of Title	43	11-01-94
52	Late Payment Charge	43	11-01-94
53	Charges for Third Party Services	44	11-01-94
54	Provision for Human Needs and Welfare Customers	44	11-01-94
55	Optional Services	44	11-01-94
56	Termination of Service	44-45	11-01-94
57	Addition and Replacement of Facilities	45	11-01-94
58	Operation and Maintenance Costs	46	11-01-94
59	Other Rules and Regulations	46	11-01-94
60	Obligation to Serve Following Termination of Transportation Agreement	46	11-01-94
61	Capacity Release Option	46	11-01-94
62	Capacity Assignment Option	47	11-01-94
	Gas Transfer Service	62a-62b	11-01-04
63	Operational Flow Orders (OFO)	48	04-04-03
64	Operational Matching Orders (OMO)	48	04-04-03
64a	General Provisions Regarding OFO's and OMO's	48	04-01-03
65	Aggregation Service	48b-48c	01-27-04
66	Transportation Rates		
	Small General Transportation Service (SGTS)	49-52	04-29-04
	General Transportation Service (GTS)	53-56	04-29-04
	Large General Transportation Service (LGTS)	57-62	04-01-01
	Service Agreement for SGTS, GTS and LGTS	63-65	11-01-94
	Volume Banking and Balancing Service for SGTS and GTS	66	05-01-07
	Volume Banking and Balancing Service for SGTS and GTS	66a	04-01-09
	Volume Banking and Balancing Service for LGTS	67	05-01-07
	Volume Banking and Balancing Service for LGTS	67a	04-01-09
67-72	Full Requirements Aggregation Service – Section VI	72-89	Cancelled
1-41	Competitive Retail Natural Gas Service – Section VII		01-31-08

Filed in accordance with Public Utilities Commission of Ohio Entry dated January 23, 2008 in Case No.04-221-GA-GCR, et al.

Issued: January 28, 2008

Effective: With Bills Rendered January 31, 2008

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

P.U.C.O. No. 2

Second Revised Sheet No. 2

Cancels

COLUMBIA GAS OF OHIO, INC.

First Revised Sheet No. 2

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

SECTION I - SERVICE

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

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

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

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

Issued: January 16, 2008

Effective: January 16, 2008

Issued By
J. W. Partridge Jr., President

P.U.C.O. No. 2

First Revised Sheet No. 3
Cancels
Original Sheet No. 3

COLUMBIA GAS OF OHIO, INC.

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

Without incurring any liability therefore, the Company may also suspend service for such periods as may be reasonably necessary in order to make repairs to or changes in its plant, transmission or distribution systems or other property.

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

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

7. **Service Not to be Disturbed.** No customer shall attach or use any appliance which may result in the injection of air, water, or other foreign matter into the Company's lines and, without prior approval from the Company, no customer shall attach or use any appliance which will increase or decrease the pressure in the Company's lines intermittently to such extent as to interfere with continuous service to other customers.
8. **No Customer Shall Sell to Another.** The customer shall not supply or sell gas for use in any location other than that specified in the application for service.
9. **Access to Premises.** The Company and its authorized employees shall have free access at all reasonable times to all of the premises in which gas supplied by the Company is used or is to be used. Upon request, an employee shall identify him or herself, provide company photo identification, and state the reason for the visit.
10. **Customer's Responsibility.** Customer assumes all responsibility for property owned by the customer on customer's side of the point of delivery, generally the outlet side of the curb cock, or, if there is no curb cock, the property or lot line, for the service supplied or taken, as well as for the installation and appliances used in connection therewith, and will save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on customer's side of the point of delivery.
11. **Right-of-Way.** Customer, without reimbursement, will make or procure conveyance to Company of right-of-way satisfactory to it across the property owned or controlled by customer for Company's distribution mains, extensions thereof, or appurtenances necessary or incidental to the supplying of service to customer.
12. **Charges and Payment for Temporary Service.** In addition to regular payments for gas used, the customer shall pay the cost for all material, labor, and all other necessary expense incurred by the Company in supplying gas service to the customer at his request for any temporary purpose or use.

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

Issued: January 15, 2008

Effective: January 16, 2008

Issued By
J. W. Partridge Jr., President

P.U.C.O. No. 2

Second Revised Sheet No. 4

Cancels

COLUMBIA GAS OF OHIO, INC.

First Revised Sheet No. 4

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

13. **Customer Indebted to Company.** Service will not be supplied to any premises, if at the time of application for service, the applicant is indebted to Company for service previously supplied at the same or other premises, until payment of such indebtedness or other arrangement satisfactory to the Company shall have been made. The Company shall follow the reconnection procedures established by Ohio Administrative Code Section 4901:1-18, and any subsequent amendments thereto, which section is incorporated herein by reference.
14. **Customer Shall Satisfactorily Secure Account.** Company may require a residential customer to satisfactorily secure an account in accordance with the provisions of Ohio Revised Code Section 4933.17 and Ohio Administrative Code Section 4901:1-17. In the event such security is required the procedures with respect thereto shall be in accordance with Ohio Revised Code Section 4933.17 and Ohio Administrative Code Section 4901:1-17 and any subsequent amendments thereto, which sections are incorporated by reference herein. Copies of the statute and rule shall be made available for inspection upon the request or inquiry of any customer or applicant for service.
- Company may require a small commercial customer to satisfactorily secure an account in accordance with the provisions of Rule 4901:1-13-08 of the Ohio Administrative Code.
15. **Right to Shut Off Gas.**
- A. The Company shall have the right to discontinue service for any of the following reasons or purposes:
- (1) Refusing access;
 - (2) Failure to furnish or maintain the required security deposit;
 - (3) Violation of any of these rules and regulations; or
 - (4) Pursuant to rules of the Public Utilities Commission of Ohio as amended from time to time.
- B. The Company shall have the right to discontinue service and the right to disconnect and remove from the premises of any customer the meter and any other property belonging to the Company for any of the following reasons or purposes:
- (1) Non-use of gas;
 - (2) Nonpayment of bills for gas when bills are due;
 - (3) Fraudulent representation or practice;
 - (4) Whenever deemed necessary by the Company for safety reasons.
- C. For residential customers, the Company shall comply with the provisions of Chapter 4901:1-18 of the Ohio Administrative Code.
- D. For small commercial customers, the Company shall comply with the provisions of Rule 4901:1-13-08 of the Ohio Administrative Code.
16. **Change of Address of Customer.** When customer changes his address he should give notice thereof to Company prior to the date of change. Customer is responsible for all service supplied to the vacated premises until such notice has been received and Company has had a reasonable time, but not less than three (3) days, to discontinue service.

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

Issued: January 16, 2008

Effective: January 16, 2008

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

COLUMBIA GAS OF OHIO, INC.

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

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

SECTION II - METERING AND BILLING

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

Without prejudice to its providing metered service, where warranted, the Company may provide gas light service on a non-metered basis, using for billing purposes the approximate average consumption of such appliance at the rate applicable in the area. When the meter is not read, the Company may estimate the quantity of gas consumed and render a bill for such quantity.

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

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

The Company shall test the meter, at the request of the customer, in accordance with Section 4933.09 of the Ohio Revised Code and Rule 4901:1-13-04 (D) of the Ohio Administrative Code. The customer or the customer's representative may request to be present when the meter test is performed. If the meter is found to be correct, as above defined, the customer shall pay a fee of twenty-five cents (25¢) and the expense of removing it for the purpose of being tested.

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

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

Issued: January 16, 2008

Effective: January 16, 2008

Issued By
J. W. Partridge Jr., President

P.U.C.O. No. 2

COLUMBIA GAS OF OHIO, INC.

Third Revised Sheet No. 6
Cancels
Second Revised Sheet No. 6

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

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

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

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

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

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

22. Removal By, and Change in Financial Status of Customer. At the option of the Company, the Company shall have the right to shut off the gas and to remove its property from the customer's premises and the Company shall have the further right, independent of or concurrent with the right to shut off, to demand immediate payment for all gas theretofore delivered to the customer and not paid for, which amount shall become due and payable immediately upon such demand, when the customer vacates the premises, becomes bankrupt or a receiver, trustee, guardian, or conservator is appointed for the assets of the customer, or the customer makes assignment for the benefit of creditors.

23. Bill Format and Billing Procedure. The Company's policy on bill format and billing procedure shall comply with Sections 4901:1-13-11 and 4901:1-29-12 of the Ohio Administrative Code as amended from time to time.

SECTION III - PHYSICAL PROPERTY

24. Service Lines. The general term "service pipe" or "service line" is commonly used to designate the complete line or connection between the Company main up to and including the meter connection. It consists of two distinct parts, (a) the service line connection, and (b) the customer service line.

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

(b) **Customer Service Line.** The customer service line consists of the pipe from the outlet of the curb cock or, if there is no curb cock, from the property or lot line, to and including the meter connection. The customer shall own

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

Issued: January 16, 2008

Effective: January 16, 2008

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

P.U.C.O. No. 2

Second Revised Sheet No. 7

Cancels

First Revised Sheet No. 7

COLUMBIA GAS OF OHIO, INC.

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

and maintain the customer service line. The Company shall have the right to prescribe the size, location and termination points of the customer's service line. The Company shall have no obligation to install, maintain or repair said customer service line.

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

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

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

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

- 26. Meter Furnished.** The Company will furnish each customer with a meter of such size and type as the Company may determine will adequately serve the customer's requirements and such meter shall be and remain the property of the Company and the Company shall have the right to replace it as the Company may deem it necessary.
- 27. Meter Location.** The Company shall determine the location of the meter. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Company may require the customer, at the customer's expense, to relocate the meter setting together with any portion of the customer's service line necessary to accomplish such relocation.
- 28. Only Company Can Connect Meter.** The owner or customer shall not permit anyone who is not authorized agent of the Company to connect or disconnect the Company's meters, regulators, or gauges, or in any way alter or interfere with the Company's meters, regulators or gauges.
- 29. House Piping.** The customer shall own and maintain the house piping from the outlet of the meter to gas burning appliances. The Company shall have no obligation to install, maintain or repair said piping.
- 30. Appliances.** The customer shall own and maintain all gas-burning appliances. The Company shall have no obligation to install, maintain, or repair appliances.

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

ISSUED: January 16, 2008

EFFECTIVE: January 16, 2008

Issued By
J. W. Partridge Jr., President

P.U.C.O. No. 2

Second Revised Sheet No. 8

Cancels

First Revised Sheet No. 8

COLUMBIA GAS OF OHIO, INC.

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

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

The first inspection or test at any premises, including both service lines and house lines, shall be without charge. In the case of leak, error, patent defect or other unsatisfactory condition resulting in the disapproval of the line by the Company, the necessary correction shall be made at the customer's expense and then the lines will be inspected and tested again in accordance with Chapter 4901:1-13-05(A)(3) of the Ohio Administrative Code. Each additional inspection or test, when required after correction, shall be subject to a charge covering the cost thereof.

- 32. Discontinuance of Supply on Notice of Defect in Customer's Property.** If the customer's service line, other gas lines, fittings, valves, connections, gas appliances or equipment on a customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of such defect or condition, may discontinue the supply of gas to such appliances or equipment or to such service line or such other gas lines until such defect or condition has been rectified by the customer in compliance with the reasonable requirements of the Company.
- 33. No Responsibility for Material or Workmanship.** The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in, the customer's service line, house lines, fittings, valve connections, equipment or appliances and is not responsible for any loss or damage arising from inadequate or improper maintenance or from imperfect material or defective or faulty workmanship.
- 34. Inspection of Altered Piping.** It shall be the duty of the customer to notify the Company promptly of any additions, changes, alterations, remodeling or reconstruction affecting gas piping on the customer's premises.
- 35. Extension of Distribution Mains.** For the purposes of this provision applicants for domestic service shall be divided into classes, as follows:

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

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

ISSUED: January 16, 2008

EFFECTIVE: January 16, 2008

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

First Revised Sheet No. 9

Cancels

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 9

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

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

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

Upon application for a domestic service extension of main in excess of two hundred (200) feet for each Class 1 Applicant, and one hundred (100) feet for each Class 2 Applicant, the Company may enter into a line extension agreement providing for a deposit with the Company of a sum deemed adequate by the Company to cover the cost to be incurred by it for that portion of the extension in excess of the footages which the Company will construct without cost to the applicant. The amount of deposit shall be determined by multiplying the excess footage as hereinabove determined by the average cost per foot to the Company of two (2) inch distribution main installed during the preceding calendar year. The sum so deposited shall be subject to refund on the basis of the cost per foot deposited multiplied by two hundred (200) for each additional Class 1 Applicant, and one hundred (100) for each additional Class 2 Applicant who becomes a bona fide customer connected to the extension but not to laterals therefrom or to further extensions thereof. The classification of the applicant shall be finally determined by the Company at the time the applicant becomes a bona fide customer connected to the extension. No refunds shall be paid after the expiration of ten (10) years from the date of the agreement.

Where a main extension is necessary to provide service availability to plots of lots or real estate subdivisions and such main extension is not deemed justified at the Company's expense, the owners or promoters of such plots of lots or real estate subdivisions may enter into a line extension agreement and deposit with the Company the estimated cost of that portion of the main extension which is not deemed justified at the Company's expense. This deposit will be refunded at the average cost of two hundred (200) feet for each bona fide customer connected to the extension but not to laterals therefrom or to further extensions thereof who will utilize gas for base load purposes and as the major source of energy for space heating and air conditioning, and at the average cost of one hundred (100) feet for any other bona fide customer connected to the extension but not to laterals therefrom or to further extensions thereof. The classification of the customer shall be determined by the Company at the time he is connected to the extension. No refunds shall be paid after the expiration of ten (10) years from the date of the agreement.

Where a main extension is requested for commercial or industrial purposes and all or part of such main extension is not deemed economically justified at the Company's expense, based on a cost-benefit study, the Company shall require the applicant or applicants to enter into a line extension agreement and deposit with the Company the estimated cost of that portion of the main extension which is not deemed economically justified at the Company's expense, based on such study. This deposit will be refunded annually, based upon the incremental volumes sold directly from the main extension which are over and above those volumes used to determine the portion of the main extension to be done at the Company's expense. The refund shall be determined by multiplying such incremental volumes by the applicable base rates. No refunds shall be paid after the expiration of ten (10) years from the date of the agreement.

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

Issued: September 18, 1996

Effective: September 18, 1996

Issued By
K. I. Shroyer, Vice President

P.U.C.O. No. 2

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

COLUMBIA GAS OF OHIO, INC.

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

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

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

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

SECTION IV - GENERAL

36. OBLIGATION TO SERVE

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

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

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

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

Issued: January 16, 2008

Effective: January 16, 2008

Issued By
J. W. Partridge Jr., President

P.U.C.O. No. 2

Second Revised Sheet No. 11
Cancels
First Revised Sheet No. 11

COLUMBIA GAS OF OHIO, INC.

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

- B. Non-Core Market.** The Company's Non-Core Market includes all customers taking transportation service that do not require 100 percent firm service.
- C. Annual Sales Election.** Effective January 27, 1995 Customers may only elect to change from sales to transportation service on an annual basis. Notification of a change of service must be provided to Company no later than January 2 with service effective the following April 1. Sales customers may elect to join customer groups between elections. Customer must execute a Service Agreement with the Company in order to receive transportation service. Transportation customers who elect to return to sales service are subject to the Terms and Conditions of Part 60, Obligation to Serve Following Termination of Transportation Agreement.
- 36a.** These Rules and Regulations are subject to and include as part thereof all orders, rules and regulations applicable to the Company from time to time issued or established by The Public Utilities Commission of Ohio under its emergency powers.
- 37.** The Company reserves the right to modify, alter or amend the foregoing Rules and Regulations and to make such further and other rules and regulations as experience may suggest and as the Company may deem necessary or convenient in the conduct of its business.

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

38. Termination Procedure For Nonpayment.

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

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

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

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

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

ISSUED: January 16, 2008

EFFECTIVE: January 16, 2008

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

P.U.C.O. No. 2

First Revised Sheet No. 12
Cancels
Original Sheet No. 12

COLUMBIA GAS OF OHIO, INC.

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

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

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

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

Issued: January 16, 2008

Effective: January 16, 2008

Issued By
J. W. Partridge Jr., President

P.U.C.O. No. 2

First Revised Sheet No. 13
Cancels
Original Sheet No. 13

COLUMBIA GAS OF OHIO, INC.

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

THIS SHEET IS RESERVED FOR FUTURE USE

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

| Issued: January 16, 2008

Effective: January 16, 2008

Issued By
J. W. Partridge Jr., President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 14

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

40. Miscellaneous Charges

The following charges shall apply to all classes of customers:

(a) Reconnection Trip Charge

- (1) If a service is reconnected after disconnection, a charge of nineteen dollars (\$19.00) shall be assessed.
- (2) If service is reconnected after disconnection after company's normal business hours, a charge of twenty-seven dollars (\$27.00) shall be assessed.

(b) Collection Charge

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

(c) Dishonored Check Charge

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

(d) Late Payment Charge

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

Filed Pursuant to PUCO Entry dated May3, 1990 in Case No. 89-616-GA-AIR, et al

Issued: October 26, 1994

Effective: February 20, 1990

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

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

40. (Continued)

(e) Tie-in Charge

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

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

(f) Meter Test Charge

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

(g) Automatic Meter Reading (AMR) Charge

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

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

Issued: August 24, 2004

Effective: August 24, 2004

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

COLUMBIA GAS OF OHIO, INC.

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

SMALL GENERAL SERVICE (SGS)

APPLICABILITY:

Applicable in all territories served by Company.

AVAILABILITY:

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

GENERAL SALES RATE:

All gas consumed per account per month 13.669¢ per 100 cubic feet
A 'Customer Charge' of \$6.50 per account per month, regardless of gas consumed.

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

GAS COST RECOVERY:

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

GROSS RECEIPTS TAX RIDER

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

EXCISE TAX RIDER

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

UNCOLLECTIBLE EXPENSE RIDER

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

Filed Pursuant to PUCO Entries dated April 7, 2004 in Case No. 03-2572-GA-ATA and July 6, 1989 in Case No. 89-8003-GA-TRF.

Issued: April 19, 2004

Effective: April 29, 2004

Issued By
J. W. Partridge, President

P.U.C.O. No. 2

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 17

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

BILLING ADJUSTMENTS:

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

LATE PAYMENT CHARGE:

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

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

Issued: October 26, 1994

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

Issued By
K. I. Shroyer, Vice President

P.U.C.O. No. 2

Second Revised Sheet No. 17a
Cancels
First Revised Sheet No. 17a

COLUMBIA GAS OF OHIO, INC.

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

MURPHY GENERAL SERVICE (MGS)

APPLICABILITY:

Applicable in all territories formerly served by Murphy Gas Company.

AVAILABILITY:

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

GENERAL SALES RATE:

All gas consumed per account per month \$.7514 per Mcf
A 'Customer Charge' of \$3.25 per account per month, regardless of gas consumed.

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

GAS COST RECOVERY:

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

EXCISE TAX RIDER

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

BILLING ADJUSTMENTS:

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

LATE PAYMENT CHARGE:

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

UNCOLLECTIBLE EXPENSE RIDER

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

Filed Pursuant to PUCO Entries dated April 7, 2004 in Case No. 03-2572-GA-ATA and July 6, 1989 in Case No. 89-8003-GA-TRF.

Issued: April 19, 2004

Effective: April 29, 2004

Issued By
J. W. Partridge, President

P.U.C.O. No. 2

Third Revised Sheet No. 18

Cancels

Second Revised Sheet No. 18

COLUMBIA GAS OF OHIO, INC.

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

GENERAL SERVICE (GS)

APPLICABILITY:

Applicable in all territories served by Company.

AVAILABILITY:

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

GENERAL SALES RATE:

First 25,000 Cubic Feet per account per month 13.607¢ per 100 cubic feet
Over 25,000 Cubic Feet per account per month 12.784¢ per 100 cubic feet
A 'Customer Charge' of \$16.50 per account per month, regardless of gas consumed.

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

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

GAS COST RECOVERY:

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

GROSS RECEIPTS TAX RIDER

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

EXCISE TAX RIDER

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

UNCOLLECTIBLE EXPENSE RIDER

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

Filed Pursuant to PUCO Entries dated April 7, 2004 in Case No. 03-2572-GA-ATA and July 6, 1989 in Case No. 89-8003-GA-TRF.

Issued: April 19, 2004

Effective: April 29, 2004

Issued By
J. W. Partridge, President

P.U.C.O. No. 2

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 19

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

BILLING ADJUSTMENTS:

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

LATE PAYMENT CHARGE:

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

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

ISSUED: October 26, 1994

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

Issued By
K. I. Shroyer, Vice President

P.U.C.O. No. 2

Second Revised Sheet No. 20

Cancels

COLUMBIA GAS OF OHIO, INC.

First Revised Sheet No. 20

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

LARGE GENERAL SERVICE (LGS)

APPLICABILITY:

Applicable in all territories served by Company.

AVAILABILITY:

Available to any non-residential customer, provided that:

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

LARGE GENERAL SALES RATE:

First 2,000 Mcf per account per month	\$.4614 per Mcf
Next 13,000 Mcf per account per month	.2813 per Mcf
Next 85,000 Mcf per account per month	.2513 per Mcf
Over 100,000 Mcf per account per month	.1913 per Mcf

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

GROSS RECEIPTS TAX RIDER

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

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

Issued: March 19, 2001

Effective: April 1, 2001

Issued By
J. W. Partridge, Vice President

P.U.C.O. No. 2

First Revised Sheet No. 21
Cancels
Original Sheet No. 21

COLUMBIA GAS OF OHIO, INC.

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

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

MINIMUM MONTHLY CHARGE:

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

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

GAS COST RECOVERY:

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

EXCISE TAX RIDER:

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

BILLING ADJUSTMENTS:

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

LATE PAYMENT CHARGE:

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

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

Issued: March 19, 2001

Effective: April 1, 2001

Issued By
J. W. Partridge, Vice President

P.U.C.O. No. 2

Fourth Revised Sheet No. 22
Cancels
Third Revised Sheet No. 22

COLUMBIA GAS OF OHIO, INC.

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

41. Billing Adjustments

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

- (a) Gas Cost Recovery Rate (GCR)
- (b) Interim Emergency and Temporary PIP Plan Tariff Schedule Rider
- (c) Temporary Base Rate Revenue Rider
- (d) UPL Customer Surcharge
- (h) GCR Transition Rider
- (i) Gross Receipts Tax Rider
- (j) Excise Tax Rider
- (k) CRNGS Surcredit Rider
- (l) Uncollectible Expense Rider
- (m) CHOICESM Program Sharing Credit

Filed Pursuant to PUCO Entry on Rehearing dated March 11, 2004, Entry on Rehearing dated May 5, 2004 and Entry dated August 25, 2004 in Case Nos. 94-987-GA-AIR, 96-1113-GA-ATA, 98-222-GA-GCR, 03-1459-GA-ATA and Entry dated July 6, 1989 in Case No. 89-500-AU-TRF.

Issued: April 7, 2006

Effective: With bills rendered on and after May 1, 2006

Issued By
J. W. Partridge, President

COLUMBIA GAS OF OHIO, INC.

Eighty-First Revised Sheet No. 23
Cancels
Eightieth Revised Sheet No. 23

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

GAS COST RECOVERY (GCR)

APPLICABILITY:

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

GAS COST RECOVERY RATE:

A GCR rate of 109.515 cents per Ccf will apply to all sales.

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

Issued: January 29, 2008

Effective: With Bills Rendered January 31, 2008

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

P.U.C.O. No. 2

Second Revised Sheet No. 24

Cancels

First Sheet No. 24

COLUMBIA GAS OF OHIO, INC.

GAS SERVICE

INTERIM, EMERGENCY AND TEMPORARY

PIP PLAN TARIFF SCHEDULE RIDER

APPLICABLE:

To all sales customers as of June 3, 1994.

PIP PLAN TARIFF BASE RATE RIDER:

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

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

ISSUED: February 28, 2006

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

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

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 25

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

APPLICABLE:

To all transportation volumes.

TRANSPORTATION TAKE-OR-PAY SURCHARGE:

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

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

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

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

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

ISSUED: October 26, 1994

EFFECTIVE: June 3, 1993

Issued By
K. I. Shroyer, Vice President

P.U.C.O. No. 2

Fourth Revised Sheet No. 28
Cancels
Third Sheet No. 26

COLUMBIA GAS OF OHIO, INC.

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

SMALL GENERAL SERVICE TEMPORARY BASE RATE REVENUE RIDER

APPLICABILITY:

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

TEMPORARY BASE RATE REVENUE RIDER RATE:

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

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

ISSUED: January 22, 1997

EFFECTIVE: January 22, 1997

Issued By
G. W. Babin, Vice President

P.U.C.O. No. 2

Fourth Revised Sheet No. 27

Cancels

Third Sheet No. 27

COLUMBIA GAS OF OHIO, INC.

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

GENERAL SERVICE TEMPORARY BASE RATE REVENUE RIDER

APPLICABILITY:

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

TEMPORARY BASE RATE REVENUE RIDER RATE:

All gas consumed per account per month \$.0058 per Mcf.

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

ISSUED: January 22, 1997

EFFECTIVE: January 22, 1997

Issued By
G. W. Babin, Vice President

P.U.C.O. No. 2

Third Revised Sheet No. 28
Cancels
Second Sheet No. 28

COLUMBIA GAS OF OHIO, INC.

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

LARGE GENERAL SERVICE TEMPORARY BASE RATE REVENUE RIDER

APPLICABILITY:

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

TEMPORARY BASE RATE REVENUE RIDER RATE:

All gas consumed per account per month \$.010 per Mcf.

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

ISSUED: December 20, 1996

EFFECTIVE: December 31, 1996

Issued By
G. W. Babin, Vice President

P.U.C.O. No. 2

Sixth Revised Sheet No. 29

Cancels

Fifth Revised Sheet No. 29

COLUMBIA GAS OF OHIO, INC.

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

UNCOLLECTIBLE EXPENSE RIDER

APPLICABLE:

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

UNCOLLECTIBLE EXPENSE RIDER:

An additional charge of \$.1631 per Mcf shall be applied to all volumes for service rendered under applicable rate schedules to recover cost associated with uncollectible accounts arising from those customers responsible for paying the Uncollectible Expense Rider. Columbia shall file an application with the Public Utilities Commission of Ohio requesting approval to change the rate if the Company determines that an adjustment of more than plus or minus ten percent is needed to adjust for prior period over or under-collections.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-GA-TRF and May 24, 2007 in Case No. 07-499-GA-UEx.

Issued: May 29, 2007

Effective: With bills rendered on and after May 31, 2007

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

P.U.C.O. No. 2

COLUMBIA GAS OF OHIO, INC.

Third Revised Sheet No. 30
Cancels
Second Revised Sheet No. 30

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

GROSS RECEIPTS TAX RIDER

APPLICABILITY:

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

All bills rendered shall be adjusted to include the effect of the Ohio excise tax on gross receipts on gas cost recovery billings at a rate of 4.9296%.

EXCISE TAX RIDER

APPLICABILITY:

ALL CUSTOMERS EXCEPT FLEX CUSTOMERS:

First 100 Mcf per account per month	\$.1593 per Mcf
Next 1900 Mcf per account per month	\$.0877 per Mcf
Over 2000 Mcf per account per month	\$.0411 per Mcf

FLEX CUSTOMERS:

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

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

Issued: March 19, 2001

Effective: April 1, 2001

Issued By
J. W. Partridge, Vice President

P.U.C.O. No. 2

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 30a

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

UPL CUSTOMER SURCHARGE

APPLICABLE:

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

UPL CUSTOMER SURCHARGE:

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

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

ISSUED: September 18, 1996

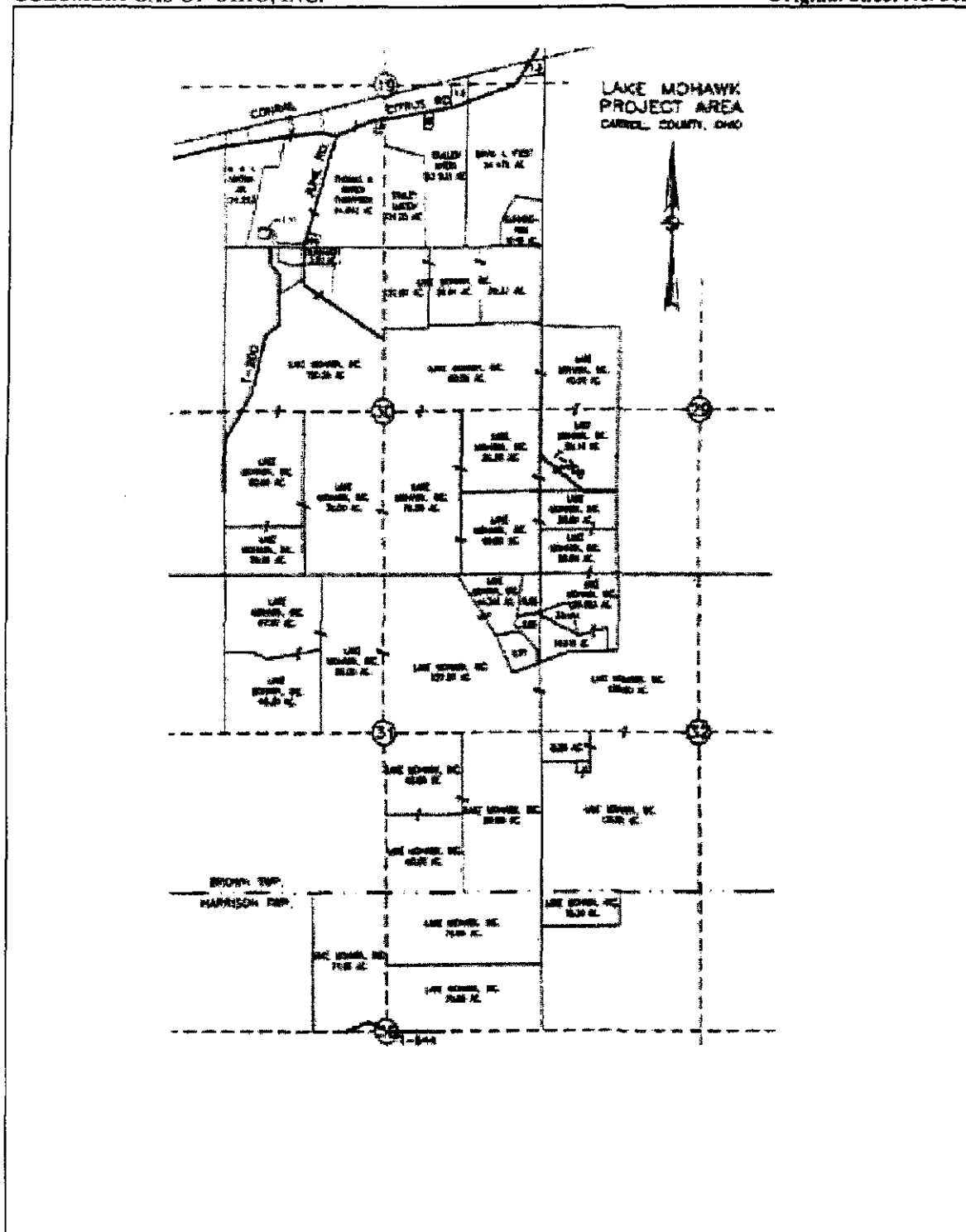
EFFECTIVE: September 18, 1996

Issued By
K. I. Shroyer, Vice President

P.U.C.O. No. 2

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 30b



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

ISSUED: September 18, 1996

EFFECTIVE: September 18, 1996

Issued By
K. I. Shroyer, Vice President

Second Revised Sheet No. 30c

Cancels

Columbia Gas of Ohio, Inc.First Revised Sheet No. 30c**CHOICESM PROGRAM SHARING CREDIT****APPLICABILITY**

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

DESCRIPTION

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

RATE

All gas consumed per account per month

Credit Per Mcf
\$0.3355

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

Issued: January 28, 2008

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

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

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 31

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

SECTION V - GAS TRANSPORTATION SERVICE

42. DEFINITIONS (As used herein)

- A. **"Company"** means Columbia Gas of Ohio, Inc.
- B. **"Customer"** means any individual, governmental, or corporate entity taking transportation service hereunder.
- C. **"Mcf"** means one thousand cubic feet of natural gas.
- D. **"Dekatherm" or "Dth"** means one million British thermal units (Btu's).
- E. **"Backup Service"** means Standby Service for Large General Transportation Service Customers and Full Requirements Service, Partial Full Requirements Service or Firm Sales Volumes for General Transportation Service Customers.
- F. **"Authorized Daily Volume"** means the volume of gas on any day that Columbia would deliver to Customer with no planned interruption of that volume.
- G. **"Customer's Facilities"** means the Customer's property, factories, and buildings where natural gas is being consumed.
- H. **"Points of Receipt"** means those measurement locations where Customer-owned gas is delivered into Company's system.
- I. **"Local Market Area"** means a continuous, physically-interconnected system of Company-owned distribution piping through which the Company provides natural gas service to customers in a discrete geographic area, utilizing one or more common points of delivery from interstate pipeline supplier(s).
- J. **"Annual Period"** means the twelve-month period beginning on the first day of Customer's November billing cycle and ending on the last day of Customer's October billing cycle.
- K. **"Customer's Billing Cycle"** means the monthly period that occurs between monthly meter readings taken by Company for billing purposes at Customer's facilities.
- L. **"PUCO"** means Public Utilities Commission of Ohio.
- M. **"Company's Billing Cycle"** means the Company's accounting revenue month.

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

ISSUED: October 26, 1994

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

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

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

- N **"Customer's Maximum Daily Requirement"** means Customer's maximum estimated usage during any 24-hour period as determined by Company.
- O **"Alternate Fuel Capabilities"** means Customer has installed alternate fuel equipment, access to other gas sources or has economically feasible access to other gas source.
- P **"High Priority"** means the Customer has contracted for a better quality of service. The order of interruption, which determines the quality of service, is as follows: (1) All volumes exceeding Authorized Daily Volumes; (2) volumes consumed by or delivered to customers served under Rate Schedules LGS and LGTS; (3) volumes consumed by or delivered to customers served under Rate Schedules GS and GTS; (4) volumes consumed by or delivered to customers served under Rate Schedules SGS, MGS, SGTS and FRMGTS; and (5) human needs customers.
- Q **"Standby Service"** means a type of Backup Service available to Large General Transportation Service Customers which will make gas available at all times except when interruption is necessary due to force majeure conditions or where service to human needs customers is threatened.
- R **"Firm Sales Volumes"** means the portion of a Customer's requirements that Customer has chosen to purchase gas under a published sales rate schedule from Company on a firm regular basis.
- S **"Full Requirements Service"** means a type of Backup Service available to General Transportation Service Customers which will make gas available at all times, for 100% of Customer's Annual and Maximum Daily Transportation volumes, except when interruption is necessary due to force majeure conditions or where service to human needs customers is threatened.
- T **"Partial Full Requirements Service"** means a type of Backup Service available to General Transportation Service Customers which will make gas available at all times, for a set percentage of Customer's Maximum Daily Transportation volume, except when interruption is necessary due to force majeure conditions or where service to human needs customers is threatened.
- U **"Customer Group"** means a group of two or more customers who combine their gas requirements and purchase gas from a designated pool or supplier(s) delivered to Company as one volume to be allocated by the Company among the group members using billing methods developed for this purpose.
- V **"Local Usage Area"** means an area of the Company's distribution system within which gas usage can be physically displaced from one customer to another without capacity

Filed pursuant to PUCO Order dated October 28, 1999 in Case No. 99-994-GA-ATR.

ISSUED: December 7, 1999

EFFECTIVE: With Service Rendered December 7, 1999

Issued By
G. W. Babin, Vice President

P.U.C.O. No. 2

Third Revised Sheet No. 33

Cancels

COLUMBIA GAS OF OHIO, INC.

Second Revised Sheet No. 33

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

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

- W "Account" includes all gas consumption which (1) is consumed by the same individual, governmental, or corporate entity, including subsidiaries and affiliates, and (2) occurs on property which is either contiguous or is separated by no more than the width of a public or private right-of-way. Residential customers served from separate meters cannot be combined to form an Account that includes more than one residential customer.
- X "Demand Curve" means an equation relating the Daily Demand of an Aggregation Pool to such explanatory variables as the daily temperature and the impacts of weekday, weekends and holidays. This equation will include daily temperature as an explanatory variable only during the heating months. Columbia will utilize a weather service vendor to provide the temperature data, both forecast and actual, and will provide these temperature data to the Marketers. The projected values of the explanatory variables and the demand curve equation together provide the projected Daily Demand of the Marketer's aggregate group. Columbia calculates the weighted average temperature for each Columbia Transmission market area, based on the temperature for the individual weather stations. The Demand Curve uses this weighted average temperature.
- Y "Daily Demand" means customer or Aggregation Pool demand on any day.
- Z "Day" means 24-hour period beginning at 9:00 a.m. central clock time.
- AA "Business Day" is a Day that is a weekday (Monday through Friday), excluding holidays.
- BB "Columbia Customer CHOICE® Program" means gas transportation service provided under Columbia's FRSGTS, FRMGTS, FRGTS and FRLGTS rate schedules in combination with Columbia's Full Requirements Aggregation Service.
- CC "Marketer" means gas supplier under the Columbia Customer CHOICE® Program.
- DD "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.

Filed pursuant to PUCO Order dated October 28, 1999 in Case No. 99-994-GA-ATR.

ISSUED: December 7, 1999

EFFECTIVE: With Service Rendered December 7, 1999

Issued By
G. W. Babin, Vice President

COLUMBIA GAS OF OHIO, INC.

Second Revised Sheet No. 33a
Cancels
First Revised Sheet No. 33a

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

- EE "Commercial Customer" is a customer using gas through a single meter in commercial activities such as apartment buildings, rooming and boarding dwellings, residential hotels, multifamily row housing, doubles, duplexes, combination commercial and residential accounts be considered commercial if usage is half or more than half of the total service, and for all other situations where gas is supplied to consumers in two or more dwelling units designed for the primary purposes of residences. Includes warehousing, distributing or selling commodities, providing professional services, wholesale and retail stores, offices, office buildings, hotels, clubs, lodges, associations, restaurants, railroad and bus stations, banks, laundries, dry cleaners, mortuaries, garages for commercial activity, gasoline stations, theaters, bowling alleys, billiard parlors, motor courts, camps, bars, grills, taverns, retail bakeries, hospitals, schools, churches, religious and charitable institutions, governmental agencies or the like.
- FF "Mercantile Commercial Customer" is a Commercial Customer if the customer consumes more than 500 Mcf per year at single site, or is part of a commercial undertaking with more than three locations and the gas consumed is used exclusively in commerce and trade.
- GG "Industrial Customer" means a customer using gas primarily in a process which either involves the extraction of raw or unfinished materials in another form or product through the application of heat or heat treating, steam agitation, evaporation, baking, extraction, drying, distilling, etc.
- HH "Flowing Supply" means gas delivered from sources other than storage, generally via firm or interruptible transportation capacity.
- II "Design Temperature" means the coldest daily temperature for which Columbia plans capacity and supply.
- JJ "Design Demand" means customer demand on a day with Design Temperature.
- KK "Aggregation Pool" means those customers within a Marketer's Customer CHOICE® Customer Group located within the same Columbia Gas Transmission Corporation market area.
- LL "Maximum Daily Quantity" (MDQ) means a Customer's maximum estimated usage during a 24-hour period as determined by the Company in consultation with the Customer. Company will update the MDQ annually, based on the most recent historical Customer consumption data and work with Customers and their agents to develop an adjusted MDQ for those customers whose usage occurs primarily outside the winter season.

43. REQUIREMENTS FOR TRANSPORTATION SERVICE

- (A) **Conditions of Service.** All transportation customers or their agents must have a personal computer which is capable of receiving notices from Company of any consumption limitations or interruptions imposed pursuant to Parts 47 or 48, twenty-four hours a day, seven days a week. Pursuant to Part 49, all transportation customers must either subscribe to (1) Volume and Banking Balancing Service or (2) be placed on a daily cash out provision. Customer's election in this regard shall be set forth in Customer's Service Agreement.

Filed Pursuant to PUCO Finding and Order dated April 1, 2003 in Case Nos. 01-2607-GA-CSS and 01-2620-GA-ATA

Issued April 4, 2003

Effective: April 4, 2003

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

P.U.C.O. No. 2

First Revised Sheet No. 33b

Cancels

Original Sheet No. 33b

COLUMBIA GAS OF OHIO, INC.

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

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

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

43a. SERVICE AGREEMENT

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

Filed pursuant to PUCO Orders dated June 18, 1998 and August 6, 1998 in Case Nos. 98-549-GA-ATA and 98-593-GA-COI.

ISSUED: July 31, 1998

EFFECTIVE: With bills rendered August 1, 1998

Issued By
G. W. Babin, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 34

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

43a. SERVICE AGREEMENT (continued)

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

44. DELIVERIES OF CUSTOMER-OWNED GAS

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

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

45. MEASUREMENT

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

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

Issued: October 26, 1994

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

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 35

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

to establish the heating value of the gas delivered by Company to Customer. If, however, locally produced gas or gas from pipelines other than the delivering pipeline is introduced into Company's pipeline serving Customer's facilities, so as to raise a question as to the applicability of the heating value determined by the delivering pipeline, either Company or Customer may request that gas samples be taken to determine the heating value of the gas received by Customer at its facilities. The following provisions will apply in the event either party elects to have gas samples taken:

1. The party requesting the sample(s) will pay all costs connected with obtaining the sample(s) and having the sample(s) analyzed.
2. The gas sample(s) shall be obtained at or in the vicinity of Customer's facilities during normal operating hours of the facilities.
3. The gas sample(s) will be analyzed at a Company testing facility or at a testing facility approved by the Company.
4. If the analysis is done by an outside testing facility, the testing facility will forward the results directly to Company and Customer, using a format provided by Company for recording the results of the analysis. If Company performs the analysis, the Company testing facility will forward the results directly to Customer.
5. Multiple samples taken during any billing month will be averaged to obtain a Btu value, which will be applied only for that particular billing month. No retroactive adjustments based on Btu readings obtained in a current billing month will be made to billings for any prior month.
6. The average Btu value obtained from sample(s) during any billing month shall be used to determine the volumes delivered by Company to Customer only if such Btu value is more than 103% or less than 97% of the Btu without adjustment for water vapor content value provided by the delivering pipeline for that month. Otherwise the delivering pipeline's Btu value will be used.

When Company receives Customer's gas directly into its system, from point(s) of receipt other than an interstate pipeline, on an Mcf basis, rather than a Dekatherm basis, no heat content adjustment shall be made. Company will redeliver to Customer volumes of gas equal to the Mcf volume of gas delivered to Company by Customer.

- B. **Measurement at Point(s) of Receipt with an Interstate Pipeline.** When Company receives Customer's gas at a point(s) of receipt with an interstate pipeline, all measurement shall be performed in accordance with the terms of Company's agreement

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

Issued: October 26, 1994

Effective: With Gas Used On and After
December 3, 1991

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 36

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

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

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

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

Upon written request from Customer, Company shall forward copies of meter charts to Customer for inspection. Company shall keep the original meter charts on file for four (4) years after the date of delivery, during which time they will be open for inspection by Customer upon prior request.

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

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

46. QUALITY OF GAS DELIVERED TO COMPANY

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

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

Issued: October 26, 1994

Effective: With Gas Used On and After
December 3, 1991

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 37

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

on behalf of Customer to Company at point(s) of receipt with an interstate pipeline shall conform to the interstate pipeline's gas quality standards.

- B. **Quality of Gas at Other Point(s) of Receipt.** Gas delivered by or on behalf of Customer to Company at point(s) of receipt other than an interstate pipeline shall be commercially free from oil, water, air, salt, dust, gum, gum-forming constituents, harmful or noxious vapors, or other solid or liquid matter which might interfere with its merchantability or cause to or interference with proper operation of the lines, regulators, meters, and other equipment of Company or its customers.

Customer will indemnify and hold Company harmless from any suits, actions, debts, accounts, damages, costs, losses and expenses, including but not limited to, attorneys' fees and expenses, arising from personal injury, death, or damage to Company's equipment or facilities or arising from personal injuries, death, or damage to the facilities, products, or equipment of Company's other customers or third parties, or arising from additional hours worked by Company or its other customers or third parties, caused as a result of Customer's gas failing to meet the quality specifications set forth herein.

However, pursuant to the Commission's opinion and order in Case No. 85-1406-AU-COI, approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

To assure that the gas delivered by Customer to Company conforms to the quality specifications of this Section, Customer's gas shall be analyzed at the point(s) of receipt from time-to-time as Company deems necessary. Such analysis will be performed by Company at its expense. If, however, such analysis by Company discloses quality deficiencies, the cost of subsequent retesting to assure conformity with this Section shall be borne by Customer. The gas delivered shall not contain in excess of:

1. Five (5) pounds of water per million cubic feet of gas at the base pressure and temperature of fourteen and seventy-three hundredths (14.73) psia and sixty (60) degrees Fahrenheit. The water vapor will be determined by the use of the Bureau of Mines type dewpoint apparatus or in accordance with the latest approved methods generally in use in the natural gas industry;
2. Three percent (3%) by volume of a combined total of carbon dioxide and nitrogen components;

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

Issued: October 26, 1994

Effective: With Gas Used On and After
December 3, 1991

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 38

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

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

4. Ten (10) grains of total sulfur per one hundred (100) cubic feet of gas.

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

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

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

47. AUTHORIZED DAILY VOLUME

Customer's Authorized Daily Volume on any day consists of the sum of Customer's transported volumes (as determined herein) plus any Backup Service for which Customer has contracted, plus any additional volumes that Company, in its sole discretion, authorizes Customer to use on that day. Delivery of Customer's Authorized Daily Volume is firm, with no planned interruptions, except as provided in Part 48 hereof. Consumption at Customer's facility in excess of the Authorized Daily Volume is interruptible service, and upon notice to Customer, Company may require Customer to reduce consumption to Customer's Authorized Daily Volume whenever Company, in its discretion, deems necessary to do so. Company may, at its option, require such reductions in consumption by Large General Transportation Service Customers prior to imposing similar reductions on Small General and General Transportation Service Customers. The Authorized Daily Volume for that portion of a Customer Group located in a given Local Usage Area shall equal the sum of the Authorized Daily Volumes (including Backup Service) for each group member located within such Local Usage Area.

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

Issued: October 26, 1994

Effective: With Gas Used On and After
December 3, 1991

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 39

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

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

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

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

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

The Company will notify each member of a Customer Group of any consumption limitations imposed by the Company upon such member pursuant to this Part 47.

48. INTERRUPTION

Notwithstanding the provisions of Part 47 hereof, all deliveries by Company to Customer, including Customer's Authorized Daily Volumes, are subject to partial or complete interruption during force majeure situations, herein defined to mean acts of God, strikes, lockouts, or other labor disturbances, acts of a public enemy, war, blockages, insurrections, riots, epidemics, fire, storms, floods, washouts, civil disturbances, explosions, breakage or accidents to machinery or pipelines, freezing of wells or pipelines, partial or entire failure of such wells, or

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

Issued: October 26, 1994

Effective: With Gas Used On and After
December 3, 1991

Issued By
K. I. Shroyer, Vice President

P.U.C.O. No. 2

First Revised Sheet No. 40
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Original Sheet No. 40

COLUMBIA GAS OF OHIO, INC.

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

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

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

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

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

No member of a Customer Group shall be liable for such fines or penalties for usage on any given day if the total usage for all members of the group located in the same Local Usage Area on that day did not exceed the aggregate of such members' Authorized Daily Volumes, unless such interruption was necessitated by a localized force majeure condition, in which case any group members who were required to interrupt service as a result of such condition shall be liable for fines or penalties incurred by Company if such members failed to interrupt their usage as directed by the Company. All group members within a given Local Usage Area who are not affected by such an interruption shall be treated as a separate subgroup, and shall be permitted to aggregate their usage for purposes of determining the applicability of fines or penalties in the manner described in Part 47 and this Part 48.

The Company will notify each member of a Customer Group of any interruption imposed by the Company upon such member pursuant to this Part 48.

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

Filed pursuant to PUCO Order dated October 28, 1999 in Case No. 99-994-GA-ATR.

ISSUED: December 7, 1999

EFFECTIVE: With Service Rendered December 7, 1999

Issued By
G. W. Babin, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 41

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

interruption pursuant to this Part 48, modified nominations causing a revised level of gas deliveries to Customer Group members in a given local usage area shall be recognized and accepted by the Company.

49. VOLUME BANKING AND BALANCING

- A Volume Bank.** Under the Volume Banking and Balancing Service, Company has established a system to account for Customer's volumes received by Company but not delivered to Customer at its facilities during the same monthly billing cycle. Such undelivered volumes shall be called a volume bank and Customer shall be permitted to receive such banked volumes at a later date.
- B Annual Election.** Customers must subscribe to the Volume Banking and Balancing Service set forth on Sheet Nos. 50, 54 or 60 to be eligible for the provisions of the Volume Bank and Balancing section described herein. The service is optional for all transportation customers with the exception of transportation customer groups. Annual election of monthly bank tolerance shall be effective January 27, 1995. Customers may only elect to change bank tolerance levels on an annual basis or upon joining a customer group. Notification of a change of service must be provided to Company no later than January 2 with service effective the following April 1. Customer must execute a new Service Agreement or an amended Service Agreement with the Company in order to change bank tolerance levels. The revenues derived from this service will be credited to Columbia's quarterly Gas Cost Recovery Rate. If customer does not elect a specific percentage for a monthly bank tolerance, Columbia will assume ten percent for SGTS and GTS customers and five percent for LGTS customers.
- C Imbalances.** In months when Customer's deliveries are less than their usage, the Company may sell gas to the Customer at the current month's indexed gas cost, as published in the first gas market report each month in *Inside FERC's Gas Market Report*, for Louisiana Onshore gas entering Columbia Gulf, times 120%, plus firm transportation charges, commodity and demand charges, adjusted for shrinkage to the city gate, plus excise tax; plus the applicable transportation rate identified in the service agreement.

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

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

ISSUED: October 26, 1994

EFFECTIVE: October 31, 1994

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 42

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

- D. **Pool-to-Pool Transfers.** The total volume bank of Customer shall not at any time exceed the "bank tolerance" contained in the Customer's Service Agreement. Pool-to-Pool transfers of bank balances between local usage areas will be allowed on an interruptible basis. Pool-to-Pool transfers of bank balances within a local usage area will be done on a firm basis. Customers will be charged a transfer fee of ten dollars (\$10.00) for each transaction. A customer's accounts located within a single local usage area may be aggregated for determination of actual volume bank.
- E. **Termination of Service.** In the event service hereunder is terminated, Company will deliver to Customer volumes of Customer's gas which Company is holding pursuant to this Volume Bank section during the three monthly billing cycles following the date of termination. However, should Customer fail to take delivery of its entire Volume Bank within the three-month period, Company may, at its option, retain and purchase the undelivered banked volumes. In addition, if Customer owes Company any outstanding gas transportation charges, or other charges which are due, Company may, at its option, offset said unpaid charges by retaining as necessary, banked volumes that would have otherwise been delivered to Customer upon termination of service. The value assigned to such retained bank volumes which are purchased or retained will be the cost of Company's least expensive gas supply at the time the gas was delivered to Company.
- F. **Cash-Out Basis.** Transportation customers who choose not to subscribe to the Volume Banking and Balancing Service will be placed on a daily cash-out provision, as defined below and are required to pay all costs associated with the purchase and installation of a daily measuring device as specified in Part 43. On days when Customer's deliveries are less than their usage, the Company will sell gas to the Customer at the current month's indexed gas cost, as published in the first gas market report each month in *Inside FERC's Gas Market Report*, for Louisiana Onshore gas entering Columbia Gulf times 120%, plus firm transportation charges, commodity and demand charges, adjusted for shrinkage to the city gate, plus excise tax; plus the applicable transportation rate identified in the service agreement. On days when Customer's deliveries are greater than their usage, Company may, at its option, purchase the excess deliveries at a rate determined by adding the current month's indexed gas cost, as published as published in the first gas market report each month in *Inside FERC's Gas Market Report*, for Louisiana Onshore gas entering Columbia Gulf, times 80%, plus the firm transportation commodity charge, to transport gas on Columbia Gulf and Columbia Gas Transmission to the Company's City Gate, adjusted for shrinkage.

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

ISSUED: October 26, 1994

EFFECTIVE: October 31, 1994

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 43

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

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

50. DEFICIENCIES IN DELIVERIES TO COMPANY

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

51. WARRANTY OF TITLE

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

52. LATE PAYMENT CHARGE

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

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

Issued: October 26, 1994

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

Issued By
K. I. Siroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 44

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

53. CHARGES FOR THIRD PARTY SERVICES

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

54. PROVISION FOR HUMAN NEEDS AND PUBLIC WELFARE CUSTOMERS

Customers who are Human Needs and Public Welfare Customers, as described in Part 35 A(1) are required to either have installed alternate fuel equipment or contract with Company for Standby Service under the Large General Transportation Service rate schedule or for Firm Sales Volumes or Full Requirements Service under the Small General and General Transportation Service rate schedules or elect a capacity assignment option as described in Part 62 herein. This requirement shall not apply to any meter that serves only uses which are not classified as Human Needs and Public Welfare Customers.

55. OPTIONAL SERVICES

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

56. TERMINATION OF SERVICE

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

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

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

Issued: October 26, 1994

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

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 45

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

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

57. ADDITION AND REPLACEMENT OF FACILITIES

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

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

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

ISSUED: October 26, 1994

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

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 46

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

58. OPERATION AND MAINTENANCE COSTS

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

59. OTHER RULES AND REGULATIONS

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

60. OBLIGATION TO SERVE FOLLOWING TERMINATION OF TRANSPORTATION AGREEMENT

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

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

61. CAPACITY RELEASE OPTION

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

Filed pursuant to PUCO Entry dated August 22, 1996 in Case No. 94-987-GA-AIR

ISSUED: October 26, 1994

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

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 47

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

62. CAPACITY ASSIGNMENT OPTION

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

- (A) **Annual Election.** Capacity Assignment Agreements must be renewed annually. Notification of a change must be provided the Company no later than January 2 with the capacity being assigned the following April 1. Customer groups may add additional customers between elections. Reductions can only be made each April 1. Assigned transportation and/or storage capacity and allocated storage will revert to the Company upon a customers election to return to sales service.
- (B) **Capacity Assignment.** Customers/Customer groups may elect an assignment of Firm Transportation Service (FTS Capacity) or a combination of Firm Transportation Service and Storage capacity (FTS/Storage Capacity). Columbia reserves the right to limit its total assignment of FTS Capacity, allocated via of this program, to a total peak day subscribed level of twenty-five thousand (25,000) Mcf. For purposes of capacity assignment, all customers operating within a Customer groups must be located within a single Columbia Gas Transmission Corporation operating area.
- (C) **Charges.** The capacity assignee is responsible for payment of all upstream pipeline charges associated with the subject capacity assignment including, but not limited to demand and commodity charges, shrinkage, injection and withdrawal charges, GRI charges, cash outs, transition costs, pipeline overrun charges, actual costs adjustments and all other applicable charges. All transportation and storage capacity referred to herein shall be assigned on a reservation charge basis.
- (D) **Reassignment of Capacity.** Assigned capacity may be reassigned by the assignee subject to recall if the end-user customer returns to sales service. The assignee shall remain subject to all operational flow orders and recall provisions invoked by Columbia. The assignee continues to be responsible to Columbia for payment of all upstream pipeline charges associated with the assigned capacity, including, but not limited to demand and commodity charges, shrinkage, injection and withdrawal charges, GRI charges, cash outs, transition costs, pipeline overrun, actual cost adjustments and all other applicable charges.

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

ISSUED: October 26, 1994

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

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

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

63. OPERATIONAL FLOW ORDERS

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

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

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

64. OPERATIONAL MATCHING ORDERS

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

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

Filed Pursuant to PUCO Finding and Order dated April 1, 2003 in Case Nos. 01-2607-GA-CSS and 01-2620-GA-ATA.

Issued: April 4, 2003

Effective: April 4, 2003

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

COLUMBIA GAS OF OHIO, INC.

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

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

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

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

64A. GENERAL PROVISIONS REGARDING OPERATIONAL FLOW ORDERS AND OPERATIONAL MATCHING ORDERS

Columbia shall operate its distribution system in a nondiscriminatory manner, without regard to the confirmed source of supply or the Customer or its Agent (as defined in Part 65 of this tariff):

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

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

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

Filed Pursuant to PUCO Finding and Order dated April 1, 2003 in Case Nos. 01-2607-GA-CSS and 01-2620-GA-ATA.

Issued: April 4, 2003

Effective: April 4, 2003

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

COLUMBIA GAS OF OHIO, INC.

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

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

- (C) Columbia shall post notice of the Operational Warning, Operational Alert, OFO and/or OMO on the informational portion of Columbia's interactive Website. In addition, Columbia will notify all impacted Agents and the Office of Consumers' Counsel by e-mail. The Office of Consumers' Counsel and all Agents shall be responsible for providing Columbia with the current e-mail address of the party designated to receive such notification and to update such email addresses as necessary. Columbia will also advise the Commission whenever it issues an OFO or OMO.
- (D) Columbia shall also provide the following information to assist Customers and their Agents in scheduling their OFO and OMO volumes:
 - (1) Columbia's estimate of sales customer demand with necessary demand forecasting adjustments, capacity reductions due to storage deliverability ratchets and resulting capacity available for banking and balancing service;
 - (2) Columbia's estimate of transportation customer demand including demand forecasting error adjustment;
 - (3) The capacity Columbia has available to provide access to interruptible banking and balancing service; and,
 - (4) For cold weather OFOs and OMOs, the minimum percentage of actual demand needed to be provided by OMO customers and minimum percentage of MDQ needed to be provided by OFO customers. For warm weather OFOs and OMOs the maximum percentage of actual demand to be provided by OMO customers and maximum percentage of MDQ to be provided by OFO customers.
- (E) During an OFO or OMO, Columbia shall post on its Website daily updates about the status of operations and the forecasted duration of the OFO and/or OMO.
- (F) Following the issuance of an OFO and/or OMO, Columbia shall prepare and file a report with the Commission detailing the reasons for the issuance of the OFO and/or OMO, and documentation as to compliance with the provisions of Part Nos. 63 and 64 of this tariff.

Filed Pursuant to PUCO Finding and Order dated April 1, 2003 in Case Nos. 01-2607-GA-CSS and 01-2620-GA-ATA.

Issued: April 4, 2003

Effective: April 4, 2003

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

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 48a

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

65. AGGREGATION SERVICE

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

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

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

Filed pursuant to PUCO Entry dated March 14, 1996 in Case No. 96-159-GA-ATA

ISSUED: March 20, 1996

EFFECTIVE: March 20, 1996

Issued By
K. I. Shroyer, Vice President

P.U.C.O. No. 2

First Revised Sheet No. 48b

Cancels

Original Sheet No. 48b

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

65. AGGREGATION SERVICE (continued)

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

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

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

2. **Aggregation Service - Option 2.** Agent shall, upon request, periodically provide the Company, on a confidential basis, a balance sheet and other financial statements and appropriate trade and banking references. Agent shall allow the Company to conduct a credit investigation as to Agent's credit worthiness. Agents providing service pursuant to Part No. 65(D)(2) of this tariff are not required to provide bond or other financial security instrument in order to participate in this aggregation program unless based upon the Company's creditworthiness assessment, the

Filed pursuant to PUCO Entries dated issued July 6, 1989 in Case No. 89-500-AU-TRF and January 21, 2004
in Case No. 03-2185-GA-ATA.

ISSUED: January 27, 2004

EFFECTIVE: January 27, 2004

Issued By
J. W. Partridge, President

P.U.C.O. No. 2

First Revised Sheet No. 48c

Cancels

Original Sheet No. 48c

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

65. AGGREGATION SERVICE (continued)

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

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

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

3. **Aggregation Service - Option 3.** Agent shall, upon request, periodically provide the Company, on a confidential basis, a balance sheet and other financial statements and appropriate trade and banking references. Agent shall allow the Company to conduct a credit investigation as to Agent's credit worthiness. Agents providing service pursuant to Part No. 65(D)(3) of this tariff may be required to provide bond or other financial security instrument in order to participate in this aggregation program. The Company shall be entitled to refuse Aggregation Service if Agent does not provide the financial security instrument requested.

Filed pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 21, 2004
in Case No. 03-2185-GA-ATA.

ISSUED: January 27, 2004

EFFECTIVE: January 27, 2004

Issued By
Jack Partridge, President

P.U.C.O. No. 2

First Revised Sheet No. 48c
Cancels
Original Sheet No. 48c

COLUMBIA GAS OF OHIO, INC.

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

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

Filed pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 21, 2004
in Case No. 03-2185-GA-ATA.

ISSUED: January 27, 2004

EFFECTIVE: January 27, 2004

Issued By
Jack Partridge, President

P.U.C.O. No. 2

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

COLUMBIA GAS OF OHIO, INC.

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

65. AGGREGATION SERVICE (continued)

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

Additional terms of service under Part 65(D)(3) shall be mutually agreed upon by the Company, Agent, and, if applicable, the Customer.

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

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

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

- (G) **Operational Flow Orders and Operational Matching Orders.** All Aggregation Pools are subject to the Company's P.U.C.O. Tariff No. 2, Parts 63 and 64 with all charges resulting from failure to comply with these tariffs being the sole responsibility of the Agent.

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 21, 2004
in Case No. 03-2185-GA-ATA.

Issued: January 27, 2004

Effective: January 27, 2004

Issued By
J. W. Partridge, President

P.U.C.O. No. 2

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 48e

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

65. AGGREGATION SERVICE (continued)

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

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

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

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 21, 2004
in Case No. 03-2185-GA-ATA.

Issued: January 27, 2004

Effective: January 27, 2004

Issued By
J. W. Partridge, President

P.U.C.O. No. 2

Second Revised Sheet No. 49

Cancels

First Revised Sheet No. 49

COLUMBIA GAS OF OHIO, INC.

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

SMALL GENERAL TRANSPORTATION SERVICE (SGTS)

APPLICABILITY

Applicable in all territories served by Company.

AVAILABILITY

Available to any commercial or industrial end-use customer provided that service can be rendered within the limits of Company's operating conditions and facilities, and provided that Customer consumes less than 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st. Service is subject to the Rules and Regulations as set forth in Part Nos. 42 through 60.

CHARACTER OF SERVICE

On any day, Company shall deliver Customer's Authorized Daily Volume of gas (as defined in Part 47 hereof) on a firm basis, with no planned interruption. However, Customer's Authorized Daily volume is interruptible when such interruption is necessary due to force majeure conditions, or where service to human needs customers is threatened. In addition, where Customer-owned gas is being delivered to the Company at a city gate which does not serve the market area in which Customer's facilities are located, that portion of Customer's Authorized Daily Volume is interruptible as described in Part 48 hereof.

DELIVERY CHARGE

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

All gas delivered per account per month \$1.3669 per Mcf

A Customer Charge of \$6.50 per account per month, regardless of gas consumed.

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

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

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

UNCOLLECTIBLE EXPENSE RIDER

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

Filed Pursuant to PUCO Entries dated April 7, 2004 in Case No. 03-2572-GA-ATA and July 6, 1989 in Case No. 89-8003-GA-TRF.

Issued: April 19, 2004

Effective: April 29, 2004

Issued By
J. W. Partridge, President

P.U.C.O. No. 2

Second Revised Sheet No. 50

Cancels

First Revised Sheet No. 50

COLUMBIA GAS OF OHIO, INC.

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

ADMINISTRATIVE FEE

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

EXCISE TAX RIDER

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

BILLING ADJUSTMENTS:

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

VOLUME BANKING AND BALANCING SERVICE

The Volume Banking and Balancing Service represents the current storage cost to the Company to provide a "bank tolerance" to the Customer as described on Sheet 41. The calculation of charges when deliveries are less than customers usage are set forth under Parts 49 and 50 of this tariff. The formula for determination of the rate paid for excess volumes, when a customer exceeds the bank tolerance, is set forth under Part 49 of this tariff. The rate for this service is set forth on Sheet 66.

FULL REQUIREMENTS SERVICE

Full Requirements Service, if approved by Company and contracted for by Customer under this tariff, will make gas service available at all times, except where interruption is necessary due to force majeure conditions (as defined in Part 48 hereof) or where service to human needs customers is threatened, and reserves for Customer the right to purchase Small General Service Rate sales gas.

Annual Supply Backup

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

Charges

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

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

Issued: March 19, 2001

Effective: April 1, 2001

Issued By
J. W. Partridge, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 51

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

PARTIAL FULL REQUIREMENTS

Partial Full Requirements Service shall be the same as the Full Requirements Service in all respects except that Customer's ability to return to a retail supply of gas from the Company, Customer's supplemental charge, and Customer's volume of gas available at all times will each be reduced by a percentage as set forth in the Service agreement. For purposes of determining Customer's Authorized Daily Volume attributable to Partial Full Requirements Service, Customer's Maximum Daily Transportation Volume (Mcf), as set forth in the Service Agreement, shall be multiplied by the percentage set forth in the Service Agreement. This provision is not applicable to remaining Firm Service Customers as defined in Part 35 herein.

FIRM SALES VOLUMES

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

UNACCOUNTED-FOR GAS

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

LATE PAYMENT CHARGE

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

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

ISSUED: October 25, 1994

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

Issued By
K. I. Shroyer, Vice President

P.U.C.D. No. 2

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 52

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

BILLING ADJUSTMENTS

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

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

ISSUED: October 26, 1994

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

Issued By
K. I. Shroyer, Vice President

P.U.C.O. No. 2

Second Revised Sheet No. 53

Cancels

COLUMBIA GAS OF OHIO, INC.

First Revised Sheet No. 53

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

GENERAL TRANSPORTATION SERVICE (GTS)

APPLICABILITY

Applicable in all territories served by Company.

AVAILABILITY

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

CHARACTER OF SERVICE

On any day, Company shall deliver Customer's Authorized Daily Volume of gas (as defined in Part 47 hereof) on a firm basis, with no planned interruption. However, Customer's Authorized Daily volume is interruptible when such interruption is necessary due to force majeure conditions, or where service to human needs customers is threatened. In addition, where Customer-owned gas is being delivered to the Company at a city gate which does not serve the market area in which Customer's facilities are located, that portion of Customer's Authorized Daily Volume is interruptible as described in Part 48 hereof.

DELIVERY CHARGE

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

First 25 Mcf per account per month	\$1.3607 per Mcf
Over 25 Mcf per account per month	\$1.2784 per Mcf
A Customer Charge of \$16.50 per account per month, regardless of gas consumed.	

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

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

UNCOLLECTIBLE EXPENSE RIDER

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

Filed Pursuant to PUCO Entries dated April 7, 2004 in Case No. 03-2572-GA-ATA and July 6, 1989 in Case No. 89-8003-GA-TRF.

Issued: April 19, 2004

Effective: April 29, 2004

Issued By
J. W. Partridge, President

P.U.C.O. No. 2

Second Revised Sheet No. 54
Cancels
First Revised Sheet No. 54

COLUMBIA GAS OF OHIO, INC.

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

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

ADMINISTRATIVE FEE

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

EXCISE TAX RIDER

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

VOLUME BANKING AND BALANCING SERVICE

The Volume Banking and Balancing Service represents the current storage cost to the Company to provide a "bank tolerance" to the Customer as described under Sheet 41. The calculation of charges when deliveries are less than customers usage are set forth under Parts 49 and 50 of this tariff. The formula for determination of the rate to paid for excess volumes, when a customer exceeds the bank tolerance, is set forth under Part 49 of this tariff. The rate for this service is set forth on Sheet 66.

FULL REQUIREMENTS SERVICE

Full Requirements Service, if approved by Company and contracted for by Customer under this tariff, will make gas service available at all times, except where interruption is necessary due to force majeure conditions (as defined in Part 48 hereof) or where service to human needs customers is threatened, and reserves for Customer the right to purchase General Service Rate sales gas.

Annual Supply Backup

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

Charges

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

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

Issued: March 19, 2001

Effective: April 1, 2001

Issued By
J. W. Partridge, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 55

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

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

PARTIAL FULL REQUIREMENTS SERVICE

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

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

FIRM SALES VOLUMES

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

UNACCOUNTED-FOR GAS

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

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

Issued: October 26, 1994

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

Issued By
K. I. Shroyer, Vice President

P.U.C.O. No. 2

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 56

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

LATE PAYMENT CHARGE

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

BILLING ADJUSTMENTS:

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

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

ISSUED: October 26, 1994

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

Issued By
K. J. Shroyer, Vice President

P.U.C.O. No. 2

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 57

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

LARGE GENERAL TRANSPORTATION SERVICE (LGTS)

APPLICABILITY

Applicable in all territories served by Company

AVAILABILITY

Available to any non-residential customer, provided that:

1. Service can be rendered within the limits of the Company's operating conditions and facilities;
2. Customer's consumption during one of the two most recent Annual Periods (November through October billing cycles) was at least 18,000 Mcf, or Customer presents evidence demonstrating to Company's satisfaction that it will consume at least 18,000 Mcf per year during future Annual Periods. For purposes of this section, the first Annual Period considered shall be that period beginning with Customer's November, 1989 billing cycle. In addition, at least 50% of Customer's annual consumption must be consumed in the seven billing months of April through October, or Customer has previously executed a Commercial or Industrial Gas Service Agreement with Company, which was in effect immediately prior to the initiation of service hereunder.
3. Company may, at its option, waive the requirement that 50% of the annual consumption occur during the seven months of April through October where such waiver is necessary in order to serve a load which would not otherwise be served by Company, provided that at least 30% of Customer's annual consumption occurs during the months of April through October.
4. Service is subject to the Rules and Regulations as set forth in Part Nos. 42 through 60.

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

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

ISSUED: October 26, 1994

EFFECTIVE: With Gas Used On and After
December 3, 1991

Issued By
K. I. Shroyer, Vice President

P.U.C.O. No. 2

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

COLUMBIA GAS OF OHIO, INC.

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

CHARACTER OF SERVICE

On any day, Company shall deliver Customer's Authorized Daily Volume of gas (as defined in Part 47 hereof) on a firm basis, with no planned interruption. However, Customer's Authorized Daily volume is interruptible when such interruption is necessary due to force majeure conditions, or where service to human needs customers is threatened.

In addition, where Customer-owned gas is being delivered to the Company at a city gate which does not serve the market area in which Customer's facilities are located, that portion of Customer's Authorized Daily Volume is interruptible as described in Part 48 hereof.

OPTIONS:

1. FIXED DELIVERY CHARGE

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

First 2,000 Mcf per account per month	\$.4614 per Mcf
Next 13,000 Mcf per account per month	\$.2813 per Mcf
Next 85,000 Mcf per account per month	\$.2513 per Mcf
Over 100,000 Mcf per account per month	\$.1913 per Mcf

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

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

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

Issued: March 19, 2001

Effective: April 1, 2001

Issued By
J. W. Partridge, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 59

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

2. FLEXIBLE DELIVERY CHARGE

The competitive flexibility provision is an alternative to the Fixed Delivery Charge provision.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the General Service (GS) base rate then in effect in Customer's rate location. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from an alternate energy supplier, then the Company may charge a rate lower than the maximum delivery charge for all deliveries. The minimum rate shall not be less than the variable costs of providing service hereunder plus some contribution to total Company fixed costs.

The above maximum delivery charge is also subject to adjustment for recovery of take-or-pay costs, as approved by the PUCO, plus the associated excise tax effect.

The Customer must continue to pay a flexible delivery charge as determined by the Company for a period of three months. The delivery charge will be reviewed monthly by the Company. If Company, in its sole judgment, determines that such competitive circumstances have changed, the delivery charge can increase or decrease immediately.

At the end of three months, the Customer may, upon written notification to the Company, apply for a flexible rate for another three months. Absent such notification, the Customer's rate will convert to the rate specified in the Fixed Delivery Charge section above.

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

Issued: October 26, 1994

Effective: With Gas Used On and
After December 3, 1991

Issued By
K. I. Shroyer, Vice President

P.U.C.O. No. 2

COLUMBIA GAS OF OHIO, INC.

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

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

3. MAINLINE DELIVERY CHARGE

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

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

MINIMUM MONTHLY CHARGE

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

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

VOLUME BANKING AND BALANCING SERVICE

The Volume Banking and Balancing Service represents the current storage cost to the Company to provide a "bank tolerance" to the Customer as described under Sheet 41. The calculation of charges when deliveries are less than customers' usage are set forth under Parts 49 and 50 of this tariff. The formula for determination of the rate to be paid for excess volumes, when a customer exceeds the bank tolerance, is set forth under Part 49 of this tariff. The rate for this service is set forth on Sheet 67. To meet competition and retain throughput, the Company may be required to flex the level of the Banking and Balancing rate to customers subject to this tariff.

STANDBY SERVICE

Standby Service, if approved by Company and contracted for by Customer under this tariff, will make gas service available at all times, except where interruption is necessary due to force majeure conditions (as defined in Part 48 hereof) or where service to human needs customers is threatened, up to the Daily and Seasonal Volumes contracted for as set forth in the Service Agreement, and reserves for Customer the right to purchase Standby Service gas.

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

Issued: March 19, 2001

Effective: April 1, 2001

Issued By
J. W. Partridge, Vice President

COLUMBIA GAS OF OHIO, INC.

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

EXCISE TAX RIDER

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

Daily Standby Volume

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

Annual Standby Volume

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

Standby Service Charges

1. Demand Charge for Daily Standby Volume

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

2. Commodity Charge

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

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 62

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

UNACCOUNTED-FOR GAS

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

LATE PAYMENT CHARGE

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

BILLING ADJUSTMENTS

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

Filed pursuant to PUCO Entry dated November 24, 1993 in Case Nos. 93-1797-GA-ATA and 88-1830-GA-ATA

ISSUED: October 26, 1994

EFFECTIVE: December 1, 1993

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

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

SECTION V - GAS TRANSPORTATION SERVICE

GAS TRANSFER SERVICE

APPLICABILITY

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

AVAILABILITY

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

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

Filed Pursuant to PUCO Entry dated March 11, 2004, Entry on Rehearing dated May 5, 2004 and Entry dated August 25, 2004 in Case Nos. 94-987-GA-AIR, 96-1113-GA-ATA, 98-222-GA-GCR, 03-1459-GA-ATA and Entry dated July 6, 1989 in Case No. 89-500-AU-TRF.

Issued: October 1, 2004

Effective: November 1, 2004 through November 1, 2008

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

COLUMBIA GAS OF OHIO, INC.

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

SECTION V - GAS TRANSPORTATION SERVICE

GAS TRANSFER SERVICE

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

RATES

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

Filed Pursuant to PUCO Entry dated March 11, 2004, Entry of Rehearing dated May 5, 2004 and Entry dated August 25, 2004 in Case Nos. 94-987-GA-AIR, 96-1113-GA-ATA, 98-222-GA-GCR, 03-1459-GA-ATA and Entry dated July 6, 1989 in Case No. 89-500-AU-TRF.

Issued: October 1, 2004

Effective: November 1, 2004 through November 1, 2008

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

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 63

Contract No.

SERVICE AGREEMENT FOR SGTS, GTS AND LGTS RATE SCHEDULES

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

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

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

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

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

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

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

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

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

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

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

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

ISSUED: October 26, 1994

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

Issued By
K. I. Shroyer, Vice President

COLUMBIA GAS OF OHIO, INC.

Original Sheet No. 64

(Name)
(PCID)
(PSID)

Section 7. Contract Data - Small (SGTS) or General Transportation Service (GTS)

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

- Point(s) of Receipt with Interstate Pipelines:

Interstate Pipeline	Market Code
1) <u>Columbia Gas Transmission Corporation</u>	<u>A</u>

Other Point(s) of Receipt:	E. Ohio Gate Meter Sta. No.	Intrastate Township	County	Market Code
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____

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

B. Facility Address: _____

C. Volume Detail:

Max. Daily Transp. Volume (MCF)	Annual Transp. Volume (MCF)	Max. Day Firm Transp. Volume (MCF)	Max. Annual Firm Transp. Volume (MCF)	Percent of Firm Requirements %	Daily Firm Sales Volume (MCF)	Annual Firm Sales Volume (MCF)
_____	_____	_____	_____	_____	_____	_____

D. Monthly Bank Tolerance _____ % _____ Mcf (% x annual transp)

E. Capacity Assigned Mcf/Day _____ Mcf

F. Daily Metering Service Yes _____ No _____

NOTICES:

COLUMBIA:

Columbia Gas of Ohio, Inc.
200 Civic Center Drive, P. O. Box 117
Columbus, Ohio 43216-0117

CUSTOMER:

Attention: Director, Gas Transportation Marketing

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

COLUMBIA GAS OF OHIO, INC.

By: _____

By: _____, Director

Title: _____

Title: Gas Transportation Marketing

Filed pursuant to PUCO Entry dated September 29, 1994 in Case No. 94-987-GA-AIR
ISSUED: October 26, 1994

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

Issued By
K. I. Shroyer, Vice President

Original Sheet No. 65

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

(Name)
(PCID)
(PSID)

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

- **Point(s) of Receipt with Interstate Pipelines**

I)	Interstate Pipeline Columbia Gas Transmission Corporation	Market Code A

- | | | | | |
|----|--|---|---|-------------|
| • | Other Point(s) of Receipt:
Meter Sta. No. | E. Ohio Gate <input type="checkbox"/>
Township | Intrastate <input type="checkbox"/>
County | Market Code |
| 1) | _____ | _____ | _____ | _____ |
| 2) | _____ | _____ | _____ | _____ |

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

B. Facility Address: _____

C. Volume Detail:

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

D. Monthly Bank Tolerance _____% _____MCF (% x annual transp)

E. Capacity assigned MCF/Day _____ MCF

F. Daily Metering Service Yes _____ No _____

NOTICES:

COLUMBIA:
Columbia Gas of Ohio, Inc.
200 Civic Center Drive, P.O. Box 117
Columbus, Ohio 43216-0117

CUSTOMER:

Attn.: Director, Gas Transportation Marketing

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

COLUMBIA GAS OF OHIO, INC.

By: _____

By: _____, Director

Title: _____

Title: Gas Transportation Marketing

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

Issued: October 26, 1994

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

Issued By
K. I. Shroyer, Vice President

P.U.C.O. No. 2

Thirty-Fourth Revised Sheet No. 66

Cancels

COLUMBIA GAS OF OHIO, INC.

Thirty-Third Revised Sheet No. 66

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

GAS TRANSPORTATION SERVICE

VOLUME BANKING AND BALANCING SERVICE

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

APPLICABILITY:

Applicable in all territories served by Company.

AVAILABILITY:

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

RATE:

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

<u>Monthly Bank Tolerance - Maximum Percent of Annual Contract Volumes</u>	<u>Rate Per Mcf For All Volumes Transported</u>
One Percent	\$.0090 per Mcf
Two Percent	\$.0128 per Mcf
Four Percent	\$.0206 per Mcf
Six Percent	\$.0279 per Mcf
Eight Percent	\$.0357 per Mcf
Ten Percent	\$.0433 per Mcf

Filed Pursuant to PUCO Entry dated September 29, 1994 in Case No. 94-987-GA-AIR and
July 6, 1989 in Case No. 89-500-AU-TRF

Issued: April 25, 2007

Effective: With Bills Rendered May 1, 2007

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

P.U.C.O. No. 2

Thirty-Fourth Revised Sheet No. 67

Cancels

Thirty-Third Revised Sheet No. 67

COLUMBIA GAS OF OHIO, INC.

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

GAS TRANSPORTATION SERVICE

VOLUME BANKING AND BALANCING SERVICE

CUSTOMERS SERVED UNDER RATE SCHEDULE (LGTS)

APPLICABILITY:

Applicable in all territories served by Company.

AVAILABILITY:

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

RATE:

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

<u>Monthly Bank Tolerance - Maximum Percent of Annual Contract Volumes</u>	<u>Rate Per Mcf For All Volumes Transported</u>
One-Half Percent	\$.0045 per Mcf
One Percent	\$.0064 per Mcf
Two Percent	\$.0103 per Mcf
Three Percent	\$.0140 per Mcf
Four Percent	\$.0178 per Mcf
Five Percent	\$.0216 per Mcf

Filed Pursuant to PUCO Entry dated September 29, 1994 in Case No. 94-987-GA-AIR and
July 6, 1989 in Case No. 89-500-AU-TRF

Issued: April 25, 2007

Effective: With Bills Rendered May 1, 2007

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

Section VII
First Revised Sheet No. 1
Cancels
Original Sheet No. 1
Section VII
Page 1 of 1

Columbia Gas of Ohio, Inc.

SECTION VII – COMPETITIVE RETAIL NATURAL GAS SERVICE
TABLE OF CONTENTS

<u>Part No.</u>	<u>Description</u>	<u>Tariff Sheet No.</u>
1	Table of Contents	1
2	Definitions of Terms	2
3	Scope and Purpose	3
4	Relationships Among Customer CHOICE SM Program Participants	4
5	Retail Natural Gas Supplier Requirements	5
6	Registration and Participation Requirements	6
7	End-Use Customer Enrollment Process	7
8	Customer Inquiries and Dispute Resolution	8
9	Contact Administration	9
10	Contract Renewals	10
11	Contract Disclosure	11
12	Customer Billing and Payments	12
13	Full Requirements Aggregation Service	13
14	Credit Requirements	14
15	Code of Conduct	15
16	Daily Delivery Requirements	16
17	Capacity Assignment Option	17
18	Balancing Services	18
19	Metering Services and Obligations	19
20	Payments to Company	20
21	Operational Flow Orders	21
22	Standards of Conduct	22
23	Reconciliation of Consumption and Supplier Deliveries	23
24	Default, Suspension and Termination of a Retail Natural Gas Supplier	24
25	Full Requirements Small General Transportation Service	25
26	Full Requirements Murphy General Transportation Service	26
27	Full Requirements General Transportation Service	27
28	Full Requirements Large General Transportation Service	28
29	Billing Adjustments	29
30	Ancillary Service Rates	30
31	Miscellaneous	40
41	Full Requirements Cooperative Transportation Service	41

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 2 - DEFINITIONS OF TERMS

The following definitions apply only to Section VII of this tariff:

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

"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 CHOICESM Program that the Retail Natural Gas Supplier must comply with in order to be eligible to participate in Columbia's Customer CHOICESM Program. Also referred to "Full Requirements Aggregation Agreement" and Retail Natural Gas Supplier Aggregation Agreement.

"Aggregation Pool" mean those customers within a Retail Natural Gas Supplier's Customer Group located within the same Columbia Gas Transmission Corporation Market Area.

"Ancillary Service" has the meaning set forth in division (B) of Section 4929.01 of the Ohio Revised Code.

"Applicant" means a person who files an application for certification or certification renewal under Chapter 4901:1-27 of the Ohio Administrative Code.

"Application Form" means a form, approved by the Commission, that an applicant seeking certification or certification renewal as a Retail Natural Gas Supplier or as a Governmental Aggregator shall file with the Commission as set forth in this chapter.

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

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

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

"Columbia Customer CHOICESM Program" means gas transportation service provided under Columbia's FRSGTS, FRMGTS, FRGTS, FRLGTS and FRCTS rate schedules in combination with Columbia's Full Requirements Aggregation Service set forth in Section XII, Part 8 of this tariff.

"Columbia Gas Transmission Market Area" means a geographic area served from a collection of one or more points of delivery from Columbia Gas Transmission Corporation (TCO). Detailed descriptions of the market areas are published on TCO's Electronic Bulletin Board (EBB), as the market areas may be changed from time to time.

"Commercial Customer" is a customer using gas through a single meter in commercial activities, including but not limited to, warehousing, distributing or selling commodities, providing professional services, wholesale and retail stores, offices, office buildings, hotels, clubs, lodges, associations, restaurants, railroad and bus stations, banks,

Columbia Gas of Ohio, Inc.

**SECTION VII
PART 2 - DEFINITIONS OF TERMS**

laundries, dry cleaners, mortuaries, garages for commercial activity, gasoline stations, theaters, bowling alleys, billiard parlors, motor courts, camps, bars, grills, taverns, retail bakeries, hospitals, schools, churches, religious and charitable institutions, governmental agencies, apartment buildings, rooming and boarding dwellings, residential hotels, multifamily row housing, doubles, duplexes. The combination of commercial and residential accounts will be considered commercial if usage is half or more than half of the total service, and for all other situations where gas is supplied to consumers in two or more dwelling units designed for the primary purposes of residences.

"Commission" means the Public Utilities Commission of Ohio.

"Commodity Sales Service" has the meaning set forth in division (C) of Section 4929.01 of the Ohio Revised Code.

"Company" means Columbia Gas of Ohio, Inc.

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

"Comparable Service" has the meaning set forth in division (D) of Section 4929.01 of the Ohio Revised Code.

"Competitive Retail Natural Gas Service" has the meaning set forth in division (J) of Section 4929.01 of the Ohio Revised Code.

"Constrained Market Area" means a Market Area in which deliveries for Company's Customers are limited by Columbia Gas Transmission Corporation.

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

"Contract" means an agreement between a Customer and Retail Natural Gas Supplier or Governmental Aggregator that specifies the terms and conditions for provision of a Competitive Retail Natural Gas Service.

"Cooperative" means an association organized pursuant and subject to Ohio Cooperative Law, Chapter 1729 of the Ohio Revised Code and any subsequent amendments thereto. The Cooperative itself is the customer to whom Columbia provides transportation service. However, under no circumstances, shall a master metered system as defined in Ohio Revised Code Section 4905.90 (E), or any customers of such system, be deemed a Cooperative under this Tariff.

"Cooperative Construction Coordinator" means person retained on site by Columbia, during construction of facilities by a Cooperative or a contractor selected by a Cooperative, to coordinate and guide the activities associated with natural gas facilities construction in accordance with all applicable requirements.

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 2 - DEFINITIONS OF TERMS

"Cooperative Service Agreement" means a formal agreement between Columbia and a Cooperative that must be executed prior to the commencement of service that provides for, but not limited to, the identification of the types, size, location and costs of pipe and facilities that must be installed by the Cooperative, any contribution in aid of construction that may be required by Columbia to provide service; the point(s) of delivery; the maximum delivery pressure per hour at the inlet side of the meter to be provided by Columbia; and Columbia's establishment of an opportunity for first refusal rights should downstream facilities be sold.

"Customer" means a consumer as defined in division (E) of Section 4929.01 of the Ohio Revised Code. The term "Customer" also refers to a Cooperative who contracts with or is solicited by a Retail Natural Gas Supplier or Governmental Aggregator for the provision of a Competitive Retail Natural Gas Service.

"Customer Group" means a group of customers which consists of either: (1) a minimum of 100 customers; (2) a group of customers with at least 10,000 Mcf of annual throughput that is served by a single Retail Natural Gas Supplier that has executed a Full Requirements Aggregation Service Agreement with the Company; or (3) a Cooperative as defined in Section VII, Part 2, herein.

"Customer's Billing Cycle" means the monthly period that occurs between monthly meter readings taken by Company for billing purposes at Customer's facilities.

"Customer's Facilities" means the Customer's property, facilities, and buildings where natural gas is being consumed, and Cooperative's facilities as defined herein.

"Customer Information Agreement" means a contract between the Company and party requesting the receipt of a listing of customers eligible to participate in the Company's Customer CHOICESM Program that must be executed prior to the Company's release of Eligible Customer lists.

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

"Daily Demand" means Aggregation Pool demand on any day.

"Day" means a 24-hour period beginning at 12:01 a.m. Eastern time.

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

"Demand Curve" means an equation relating the Daily Demand of an Aggregation Pool to such explanatory variables as the daily temperature and the impacts of weekday, weekends and holidays. This equation will include daily temperature as an explanatory variable only during the heating months. Company will utilize a weather service vendor to provide the temperature data, both forecast and actual, and will provide this temperature data to the Retail Natural Gas Suppliers. The projected values of the explanatory variables and the Demand Curve equation together provide the projected Daily Demand of the Aggregation Pool. Company calculates the weighted average temperature for each Columbia Transmission Market Area, based on the temperature for the individual weather stations. The Demand Curve uses this weighted average temperature.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII.
PART 2 - DEFINITIONS OF TERMS

"Deposit" means a sum of money a Retail Natural Gas Supplier or Governmental Aggregator collects from a Customer as a condition for initiating service.

"Design Demand" means Customer demand on a day with Design Temperature.

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

"Direct Solicitation" means face-to-face solicitation of a Customer initiated by a Retail Natural Gas Supplier or Governmental Aggregator at the home of a customer or at a place other than the normal place of business of the Retail Natural Gas Supplier or Governmental Aggregator and includes door-to-door solicitations.

"Disclosure Statement" means any communication between a Customer and a Governmental Aggregator including operation and governance plans and opt-out notices.

"Distribution Service" has the meaning set forth in division (F) of Section 4929.01 of the Ohio Revised Code.

"Electronic Flow Control (EFC)" is an electronic instrument used for natural gas flow correction. A typical EFC is a meter mounted, single run, flow computer with an internal pressure transducer and temperature probe.

"Eligible Customer" means a Customer that is eligible to participate in a governmental aggregation in accordance with Sections 4929.26 and 4929.27 of the Ohio Revised Code and does not include any of the following: a person that is both a Distribution Service Customer and a Mercantile Customer on the date of commencement of service to the Governmental Aggregation, or the person becomes a Distribution Service Customer after the service commencement date and is also a Mercantile Customer; a person that is supplied with commodity sales service pursuant to a contract with a Retail Natural Gas Supplier that is in effect on the effective date of the ordinance or resolution authorizing the aggregation; a person that is supplied with commodity sales service as part of the percentage of income payment plan program; or a Customer that has failed to discharge, or enter into a plan to discharge, all existing arrearages owed to or being billed by a natural gas company from which the person is receiving service.

"End-Use Customer" means the final user of gas and regulated delivery services.

"Expected Demand Costs Rate" means a component of Columbia's effective GCR rate, calculated and identified in each filing in accordance with Appendix A of Rule 4901:1-14-05 of the Ohio Administrative Code, that provides for recovery of demand costs incurred in the provision of service to sales customers.

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

"Full Requirements Aggregation Agreement". See Aggregation Agreement.

"Gas Day" means a 24-hour period beginning 9:00 a.m. Central time.

"GCR" means gas cost recovery, which is the periodically updated gas cost adjustment determined in accordance with Appendix A of Rule 4901:1-14-05 of the Ohio Administrative Code.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

P.U.C.O. No. 2

Section VII
First Revised Sheet No. 2
Cancels
Original Sheet No. 2
Page 5 of 7

Columbia Gas of Ohio, Inc.

SECTION VII.
PART 2 - DEFINITIONS OF TERMS

"Governmental Aggregation" means a Competitive Retail Natural Gas Service program offered by Governmental Aggregator for the purpose of the provision of gas or natural gas to End-Use Customers.

"Governmental Aggregator" has the meaning set forth in division (K)(1) of Section 4929.01 of the Ohio Revised Code. For purposes of this tariff, "Governmental Aggregator" specifically excludes a municipal corporation acting exclusively under Section 4 of Article XVIII, Ohio constitution, as an aggregator for the provision of competitive retail natural gas service.

"Human Needs Customer" means any service account, including Cooperative member customers, where the use of natural gas is for space heating of a permanent residence or for use by a governmental agency or public service organization that provides emergency or life support services. Human needs customers shall include hospitals, nursing homes, and residential correctional institutions, but shall exclude hotels and motels.

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

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

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

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

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

"Operations and Governance Plan" means a plan adopted by a Governmental Aggregator pursuant to division (C) of Section 4929.26 of the Ohio Revised Code.

"Opt-In Governmental Aggregator" means those Governmental Aggregators who perform aggregation pursuant to Section 4929.27 of the Ohio Revised Code.

"Opt-Off" means an action by a Customer to remove the Customer and the Customer's associated account information from a Natural Gas Company's Pre-enrollment List.

"Opt-Out Governmental Aggregator" means those Governmental Aggregators who perform automatic governmental aggregation pursuant to Section 4929.26 of the Ohio Revised Code.

"Opt-Out Notice" means a notice provided to Customers pursuant to Section 4929.26 of the Ohio Revised Code.

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

P.U.C.O. No. 2

Section VII
First Revised Sheet No. 2
Cancels
Original Sheet No. 2
Page 6 of 7

Columbia Gas of Ohio, Inc.

SECTION VII
PART 2 - DEFINITIONS OF TERMS

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

"Pre-enrollment List" means a list of Customers and associated Customer information compiled by a Natural Gas Company pursuant to division (F) of Section 4929.22 of the Ohio Revised Code and as directed by the Commission.

"PUCO" means Public Utilities Commission of Ohio.

"Residential Customer" means a Customer who contracts for a Competitive Retail Natural Gas Service for Residential purposes.

"Retail Customer" means a Person who is the final user of the natural gas and regulated delivery services.

"Retail Natural Gas Aggregation Service" means combining the natural gas load of multiple retail Residential Customers, small Commercial Customers or small Industrial Customers for the purpose of purchasing Competitive Retail Natural Gas Service on an aggregated basis.

"Retail Natural Gas Aggregator" means a Person who contracts with Customers to combine the Customers' natural gas load for the purposes of purchasing Competitive Retail Natural Gas Service on an aggregated basis.

"Retail Natural Gas Brokerage Service" is the assumption of the contractual and legal responsibility for the sale and/or arrangement for the supply of Competitive Retail Natural Gas Service to a Retail Customer in this state without taking title to the natural gas.

"Retail Natural Gas Broker" means a Person who provides Retail Natural Gas Brokerage Service.

"Retail Natural Gas Marketer" means a Person who provides Retail Natural Gas Marketing Service.

"Retail Natural Gas Marketing Service" is the assumption of the contractual and legal responsibility for the sale and provision of Competitive Retail Natural Gas Service to a Retail Natural Gas Service Customer in this state and having title to natural gas at some point during the transaction.

"Retail Natural Gas Service" has the meaning set forth in division (M) of Section 4929.01 of the Ohio Revised Code.

"Retail Natural Gas Supplier" has the meaning set forth in division (N) of Section 4929.01 of the Ohio Revised Code.

"Retail Natural Gas Supplier Aggregation Agreement". See Aggregation Agreement.

"Retail Natural Gas Supplier's Receivables" means an amount due a Retail Natural Gas Supplier.

Filed pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

Section VII
Original Sheet No. 2
Page 7 of 7

SECTION VII
PART 2 - DEFINITIONS OF TERMS

"Slamming Complaint" means a Customer's allegation that the Customer was switched to or from the Customer's Retail Natural Gas Supplier or Governmental Aggregator without the Customer's authorization.

"Small Commercial Customer" means a Commercial Customer that is not a Mercantile Customer.

"Solicitation" means any communication intended to elicit a Customer's agreement to purchase or contract for a Competitive Retail Natural Gas Service.

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

"Technical Support and Assistance" is defined as support and assistance that may be provided by the Company to a Retail Natural Gas Supplier, Governmental Aggregator, Retail Natural Gas Broker and their Agents in connection with questions raised and research requests by a Retail Natural Gas Supplier, Governmental Aggregator, Retail Natural Gas Broker and their Agents in support of their participation in the Company's Customer CHOICESM Program.

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

Columbia Gas of Ohio, Inc.

SECTION VII
PART 3 - SCOPE AND PURPOSE OF TARIFF

3.1 Applicability of Terms to Retail Natural Gas Suppliers

This Section of this tariff sets forth the basic requirements for interactions and coordination between the Company, Retail Natural Gas Suppliers, Governmental Aggregators, Cooperatives and members of Cooperative necessary for ensuring the delivery of Competitive Retail Natural Gas Service from Retail Natural Gas Suppliers to their End-use Customers (including Cooperatives and delivery of natural gas service from Cooperative's to their member customers).

3.2 Joint Undertakings

Except as expressly provided herein, the covenants, obligations and liabilities of the Company and Retail Natural Gas Supplier or Cooperative are intended to be several and not joint or collective and nothing contained in this tariff shall ever be construed to create an association, joint venture, trust, or partnership covenant, obligation or liability, or with regard to the other parties. Each party shall be individually responsible for its own covenants, obligations, and liabilities as provided in this tariff. No party shall be under the control of or shall be deemed to control the other parties. No parties shall be the agent or have a right or power to bind the other parties without such other parties express written consent.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII

PART 4 - RELATIONSHIPS AMONG CUSTOMER CHOICESM PROGRAM PARTICIPANTS

4.0 Customer CHOICESM Program Participants

a) End-use Customer to Company

The End-use Customer purchases delivery services from the Company under the applicable rate schedule. The applicable rate schedules are FRSGTS, FRGTS, FRLGTS and FRMGTS.

Cooperative Participants

1) Cooperative to Company

The Cooperative itself is the Customer to whom Columbia provides transportation service under rate schedule FRCTS.

2) Cooperative to the Cooperative Members

A Cooperative provides gas service to its member customers that are comprised of a natural gas consumer(s) that would be classified as "Residential Customers", "Commercial Customers" or "Industrial Customers" under Columbia's tariff if the Cooperative member customers were Columbia's customers. A Cooperative and its member customers have entered into a private contractual arrangement for natural gas service and in no event will Cooperative's member customers be considered or construed as customers of Columbia.

c) Retail Natural Gas Supplier to the End-Use Customer

Retail Natural Gas Suppliers may sell gas to an End-use Customer (including Cooperatives) pursuant to contractual arrangements that are not part of the Company's tariffs. The Company is not a party to such sale of natural gas to the Customer taking service from the Retail Natural Gas Supplier and shall not be bound by any term, condition, or provision of agreement for such sale.

Before commencing service hereunder, Retail Natural Gas Suppliers must have fulfilled 100% of the Registration Requirements identified in Section VII, Part 6 of this tariff.

d) Retail Natural Gas Supplier to Company

Retail Natural Gas Suppliers are not agents of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises representations, acts or omissions.

The Company must approve a Retail Natural Gas Supplier for participation in the Columbia's Customer CHOICESM Program before commencing operations. All Suppliers must complete and sign the Company's Retail Natural Gas Supplier Registration Form to be considered for participation in Columbia's Customer CHOICESM Program.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII

PART 4 - RELATIONSHIPS AMONG CUSTOMER CHOICESM PROGRAM PARTICIPANTS

e) Governmental Aggregator to Retail Natural Gas Supplier and Company

The Company, Governmental Aggregator and Retail Natural Gas Supplier shall cooperate to facilitate the proper formation and functioning of Governmental Aggregations. To assist a Governmental Aggregator's compliance with the opt-out disclosure notice requirements established in division (D) of Section 4929.26 of the Revised Code, upon execution of "Customer Information Agreement", the Company will provide, on a best efforts basis, an updated list of Eligible Customers, including: names, account numbers, and service and mailing addresses for all Eligible Customers residing within the Governmental Aggregator's boundaries.

Governmental Aggregators are not agents of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises representations, acts or omissions.

f) Mercantile Customers to Retail Natural Gas Suppliers

Mercantile Customers are Customers that consume, other than for residential use, more than 500 Mcf per year at a single location or as part of an under taking having more than three locations within or outside the state and has not filed a declaration with the PUCO. These are Customers that may be served by a Retail Natural Gas Supplier that has not been certified by the Commission in those cases where the Aggregation Pool is comprised entirely of Mercantile Customers. The applicable rate schedules are PRSGTS, FRGTS, FRLGTS and FRMGTS.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 5 - RETAIL NATURAL GAS SUPPLIER REQUIREMENTS

5.1 Commission Certification

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

5.2 Registration and Participation Requirements

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

5.3 Customer Enrollment

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

5.4 Billing Election

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

5.5 Customer Inquiries and Dispute Resolution

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

5.6 Code of Conduct

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

5.7 Comparable Firm Capacity Requirement

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

5.8 Delivery of Daily Firm Supplies

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 5 - RETAIL NATURAL GAS SUPPLIER REQUIREMENTS

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

5.9 Quality of Gas Delivered

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

5.10 Title and Warranty

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

5.11 Unaccounted-For Gas

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

5.12 Timeliness and Due Diligence

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

5.13 Communications Requirements

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 5 - RETAIL NATURAL GAS SUPPLIER REQUIREMENTS

5.14 Record Retention

Retail Natural Gas Supplier shall comply with all applicable laws, Commission and Federal Energy Regulatory Commission rules and regulations for record retention.

5.15 Marketing and Solicitation

Each Retail Natural Gas Supplier participating in the Company's CHOICE® Program shall follow the Commission's Rules for Competitive Retail Natural Gas Service unless the Retail Natural Gas Supplier Aggregation Pool is comprised entirely of Mercantile Customers.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 6 - RETAIL NATURAL GAS SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

6.1 Registration Requirements For Retail Natural Gas Supplier

Each Retail Natural Gas Supplier desiring to participate in the Company's CHOICE® Program (including service provided to Cooperatives under rate schedule FRCTS) must meet all of the following registration and participation requirements:

- a) Provide proof of Commission certification to the Company, if applicable.
- b) Meet the Company's credit requirements as described in Section VII, Part 14, Credit Requirements.
- c) Attend the Company sponsored Retail Natural Gas Supplier Training Program.
- d) Submit a completed applicable Registration Application.
- e) Demonstrate that the proper electronic communications capabilities are operational.
- f) Execute the Company's Retail Natural Gas Supplier Aggregation Agreement.

6.2 Registration Requirements For Governmental Aggregator

Each Governmental Aggregator desiring to participate in the Company's CHOICE® Program must meet all of the following registration and participation requirements:

- a) Provide proof of Commission certification to the Company, if applicable.
- b) Submit a completed applicable Registration Application.
- c) Demonstrate that the proper electronic communications capabilities are operational.
- d) Execute the Company's Governmental Aggregator Aggregation Agreement.

6.3 Registration Process

The Company shall approve or reject the Retail Natural Gas Supplier's Registration Application within ten calendar days of determination of the receipt of the complete registration information. This period may be extended for up to thirty days (30) for good cause shown, or until such time as mutually agreed to by the Retail Natural Gas Supplier and the Company.

The Company will notify the Retail Natural Gas Supplier of an incomplete registration request within thirty (30) calendar days of receipt. This notice shall include a description of the missing or incomplete information.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII

PART 6 - RETAIL NATURAL GAS SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

6.4 Registration Notification

The approval process shall include, but is not limited to, successful completion of each of the above-stated requirements. The Company will notify the Retail Natural Gas Supplier of its registration and the posting of its name on the Company's web page of eligible Retail Natural Gas Suppliers upon the Retail Natural Gas Supplier's meeting of the registration and participation requirements and any necessary credit enhancement.

6.5 Changes In Registration Information

The Retail Natural Gas Supplier will notify the Company, in writing, of any change to the information it was required to provide during the registration process. The Company may require the Retail Natural Gas Supplier to supply current information regarding the Retail Natural Gas Supplier's eligibility for registration if it receives information from any source that suggests the Retail Natural Gas Supplier's registration information has changed. The Retail Natural Gas Supplier is required to respond to such requests in writing within five business days from the date of this request.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

Original Sheet No. 7
Section VII
Page 1 of 12SECTION VII
PART 7 - END-USE CUSTOMER ENROLLMENT PROCESS

7.1 Customer Enrollment

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

- a) Mailings, Facsimiles or Direct Solicitation;
- b) Telephonic Enrollment;
- c) Internet Enrollment; or
- d) Opt-Out Governmental Aggregation.

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

7.2 Mailings, Facsimiles, and Direct Solicitation

- 1) Where enrollment occurs by mail, facsimile, or direct solicitation, the Customer's signature on a contract shall constitute consent.
- 2) Prior to entering into a contract for service with a Customer through direct mail, facsimile or direct solicitation, Retail Natural Gas Suppliers and Opt-In Governmental Aggregators shall:
 - a) Provide each Customer with enrollment documents that contain, at a minimum, clear and understandable pricing, terms and conditions of service; the dollar amount of all recurring and nonrecurring charges, including any fees for early termination of the contract, and the duration of the contract.
 - b) Provide each Customer a reasonable opportunity to read all enrollment documents and shall answer any and all questions posed by any applicant about information contained in the documents.
- 3) Immediately upon obtaining the Customer's signature, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall provide the applicant a legible copy of the signed contract. This requirement is not applicable if the Retail Natural Gas Supplier or Opt-In Governmental Aggregator has already provided the Customer with a separate, complete copy of the terms and conditions for the Customer's record and has complied with paragraph (C)(1) of rule 4901:1-29-10 of the Ohio Administrative Code.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 7 - END-USE CUSTOMER ENROLLMENT PROCESS

- 4) Where enrollment occurs by direct solicitation, Customers shall be advised both verbally and in the contract of the following:
 - a) The Company will be sending a confirmation notice of the transfer of service;
 - b) The Customer is allowed a seven business day period from the confirmation notice postmark date to rescind the enrollment; and
 - c) The Customer should contact the Company to rescind the enrollment.
- 5) *Where the Retail Natural Gas Supplier or Opt-In Governmental Aggregator conducts direct solicitation through "door-to-door" solicitation of Residential Customers, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator must also comply with the following minimum requirements:*
 - a) *Retail Natural Gas Suppliers or Opt-In Governmental Aggregators performing door-to-door solicitation shall have the Customer execute an acknowledgement form as part of, and at the time of, the door-to-door enrollment process. The acknowledgment form shall include at a minimum the following statements or questions:*
 - i) Did the representative state he/she was representing a Retail Natural Gas Supplier or Opt-In Governmental Aggregator and was not from Columbia Gas of Ohio?
 - ii) Did the representative explain that by signing the enrollment form you were entering into an agreement/contract for the Retail Natural Gas Supplier or Opt-In Governmental Aggregator to supply your natural gas?
 - iii) Did the representative explain the price for natural gas under the contract you signed is \$ _____ per Ccf and does not include Company charges or sales tax?
 - iv) Did the representative explain that the contract term is _____ year(s)?
 - v) Did the representative orally explain your right to cancel?
 - vi) Did the representative leave two completed right to cancel notices with you?
 - b) An independent third-party verification shall be conducted to ensure the validity of enrollment. The third-party verifier must successfully contact and survey at least twenty-five percent (25%) of all Residential Customers enrolled by door-to-door solicitation. The verification process should be performed prior to submitting the enrollment information to the Company. The Retail Natural Gas Supplier or Opt-In Governmental Aggregator must provide a copy of the survey to the Company or the Commission upon

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

SECTION VII
PART 7 - END-USE CUSTOMER ENROLLMENT PROCESS

request within three business days of any such request. If the third-party verification does not confirm that the Residential Customer enrolled with the Retail Natural Gas Supplier or Opt-In Governmental Aggregator, then the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall not submit the enrollment information of that Residential Customer to the Company.

- c) The terms and conditions provided to the Residential Customer at the time of sale must be printed in dark ink on white or pastel paper and be ten-point type or greater.
 - d) Each door-to-door solicitor must display a valid photo identification of the approved Retail Natural Gas Supplier or Opt-In Governmental Aggregator he/she represents. The format for this identification shall be pre-approved by the Staff.
- 6) The Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall send an electronic enrollment request to the Company within three business days following receipt of the contract executed by the Customer, unless a later enrollment transmittal date is agreed to in the contract by the Customer or the Customer rescinds the enrollment.

7.3 Telephonic Enrollment

- 1) To enroll a Customer telephonically, a Retail Natural Gas Supplier, Opt-In Governmental Aggregator or an independent third-party verifier shall make a date- and time-stamped audio recording before the completion of the enrollment that verifies, at a minimum, the following:
 - a) The Retail Natural Gas Supplier, Opt-In Governmental Aggregator, or the independent third-party verifier identity and the exact purpose of the call;
 - b) A verbal statement and the Customer's acknowledgement that the call is being recorded;
 - c) A verbal question and the Customer's acknowledgement that the Customer wishes to enroll with the Retail Natural Gas Supplier or Opt-In Governmental Aggregator;
 - d) A verbal question and the Customer's acknowledgement that the Customer is the Customer of record with the Company or is authorized to switch to the Retail Natural Gas Supplier or Opt-In Governmental Aggregator by the Customer of record;

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

Original Sheet No. 7
Section VII
Page 4 of 12SECTION VII
PART 7 - END-USE CUSTOMER ENROLLMENT PROCESS

- e) A verbal statement and the Customer's acceptance of each of the principal terms and conditions for the service that will be provided, including, but not limited to:
 - i) The service(s) that will be provided;
 - ii) The price per Ccf;
 - iii) The length of the contract term;
 - iv) An approximate service commencement date;
 - v) The contract termination date, and any fees for Customer cancellation prior to such date;
 - vi) Any material limitations, conditions, or exclusions;
 - vii) Any fees or costs to the Customer;
 - viii) If applicable, whether the Retail Natural Gas Supplier or Opt-In Governmental Aggregator will perform a credit check and require a deposit, including the amount;
 - ix) Who will bill for the Retail Natural Gas Supplier's and Opt-In Governmental Aggregator's service(s); and
 - x) The enrollment confirmation number.
- f) A verbal statement and the Customer's acknowledgement that the Retail Natural Gas Supplier or Opt-In Governmental Aggregator will, within one business day, send the Customer a written contract that details the terms and conditions that were summarized in the telephone call;
- g) Customers are advised both verbally and in the contract that:
 - i) The Company will be sending a confirmation notice of the transfer of service;
 - ii) The Customer is allowed a seven business day period from the confirmation notice postmark date to rescind the enrollment; and
 - iii) The Customer should contact the Company to rescind the enrollment;
- h) The Company's toll-free or local telephone number that the Customer can call to rescind the enrollment;
- i) A verbal request for and the Customer's provision of the Customer's natural gas company's account number; and
- j) A verbal request for and the Customer's provision of the Customer's mailing address.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

Original Sheet No. 7
Section VII
Page 5 of 12

SECTION VII
PART 7 - END-USE CUSTOMER ENROLLMENT PROCESS

- (2) Following telephonic enrollment, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall:
- a) Within one business day, send the Customer a written contract that details the terms and conditions summarized in the telephone call pursuant to rule 4901:1-29-11 of the Ohio Administrative Code. Such contract shall in no way alter the terms and conditions to which the Customer agreed in the telephone call;
 - b) Retain the audio recording of the Customer's enrollment for one year after the contract with the Customer is terminated; and
 - c) Provide a copy of the audio recording to the Commission or its Staff within three business days of a request.
- 3) The Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall not initiate enrollment with the Company prior to the completion of the enrollment transaction with the Customer; and
- 4) The Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall send an electronic enrollment request to the Company within three business days after sending the Customer the written contract, unless a later enrollment transmittal date is agreed to in the contract by the Customer or if the Customer rescinds the enrollment.

7.4 Internet Enrollment

- 1) Where enrollment occurs over the internet, prior consent shall be obtained by encrypted Customer input on a Retail Natural Gas Supplier's and Opt-In Governmental Aggregator's internet web site.
- 2) The Internet Enrollment web site shall, at a minimum, include:
 - a) A copy of the Retail Natural Gas Supplier's and Opt-In Governmental Aggregator's Customer contract with all terms and conditions as required by rule 4901:1-29-11 of the Ohio Administrative Code;
 - b) A statement advising Customers both at the web site and in the contract that:
 - i) The Company will be sending a confirmation notice of the transfer of service;
 - ii) The Customer is allowed a seven business day period from the confirmation notice postmark date to rescind the enrollment; and
 - iii) The Customer should contact the Company to rescind the enrollment; and
 - c) A prompt for the Customer to print or save a copy of the contract.
- 3) The Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall not initiate enrollment with the Company prior to the completion of the enrollment transaction with the Customer.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII

PART 7 - END-USE CUSTOMER ENROLLMENT PROCESS

- 4) The Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall send an electronic enrollment request to the Company within three business days following the completion of the enrollment transaction with the Customer, unless a later enrollment transmittal date is specified and agreed to in the contract by the Customer or if the Customer rescinds the enrollment.
- 5) Any electronic version of the contract shall be identified by version number, in order to ensure the ability to verify the particular contract to which the Customer agrees.
- 6) Throughout the duration of the contract, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall retain and, within three business days of the Customer's request, provide to the Customer an e-mail, paper, or facsimile copy of the terms and conditions of the numbered contract version to which the Customer contracted.
- 7) The Retail Natural Gas Supplier or Governmental Aggregator shall require the Customer to complete an electronic Customer consent form in a format retrievable by the Retail Natural Gas Supplier or Opt-In Governmental Aggregator that includes the following:
 - a) The Customer's agreement to the terms and conditions;
 - b) An electronic agreement version number;
 - c) The name of the Retail Natural Gas Supplier or Opt-In Governmental Aggregator;
 - d) The date the Customer electronically enrolled;
 - e) The name of the account holder;
 - f) The Company account number; and
 - g) The account holder's U.S. mailing address.
- 8) The Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall provide a mechanism by which both the submission and receipt of the electronic customer consent form are recorded by time and date.
- 9) After the Customer completes the electronic Customer consent form, the internet enrollment process shall disclose conspicuously that the Customer has been enrolled and the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall provide the Customer an enrollment confirmation number.

7.5 Opt-Out Governmental Aggregation

- 1) Customers may be enrolled in Columbia's Customer CHOICESM Program by Governmental Aggregators through an Opt-Out Governmental Aggregation program. A Governmental Aggregator that forms an Opt-Out Governmental Aggregation shall complete all of the requirements specified in divisions (A) to (D) of Section 4929.26 of the Revised Code, including adopting an ordinance or resolution authorizing an Opt-Out Governmental Aggregation, conducting a general or special election in accordance with division (B) of Section 4929.26 of the Revised Code for authorization from electors to form the Governmental Aggregation,

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 7 - END-USE CUSTOMER ENROLLMENT PROCESS

and approving a plan for operation and governance of the Governmental Aggregation as specified by division (C) of Section 4929.26 of the Revised Code.

- 2) The operation and governance plan adopted shall detail the services that will be provided under the aggregation and specify all Customer rights and obligations under the aggregation. The plan shall be sufficiently detailed to allow Customers to readily understand the services that the Opt-Out Governmental Aggregator is to provide and to compare those services against similar services provided by competitive suppliers. The Opt-Out Governmental Aggregator shall write the plan in clear and plain language so that an average Residential Consumer can easily understand it. The plan shall, at a minimum, contain all of the following:
 - a) A detailed description of services the Opt-Out Governmental Aggregator is to provide under the aggregation, including noting whether the service is to be provided directly by the Opt-Out Governmental Aggregator or by a party contracted by the Opt-Out Governmental Aggregator.
 - b) A description of the processes that the Opt-Out Governmental Aggregator will use to determine the rates that will be charged.
 - c) A detailed description of the Opt-Out Governmental Aggregator's plan for providing the required opt-out disclosure notices to Eligible Customers. The plan shall describe the steps that the Opt-Out Governmental Aggregator will take to ensure that all Eligible Customers residing within the Opt-Out Governmental Aggregator's governmental boundaries are notified. The plan shall also identify the time frames associated with the notice.
 - d) A detailed description of the process for developing the pool of Customer accounts that may be included in the aggregation, including the steps that will be taken to identify and eliminate Customers that are not eligible to participate in the aggregation and Eligible Customers who opt out of the aggregation.
 - e) The Opt-Out Governmental Aggregator's plan for billing Customers, including an identification of billing intervals and the identity of the entity that will transmit the bill to the Customer.
 - f) A listing of any credit or deposit procedures and the policies that the Opt-Out Governmental Aggregator will employ in the event that a Customer fails to pay its bill.
 - g) A detailed description of the Opt-Out Governmental Aggregator's Customer service procedures and dispute resolution processes, including notice of the Customer's right to contact the Commission and the Commission's toll-free and TDD/TTY telephone numbers. These procedures and processes shall comport with the requirements specified in rule 4901:1-29-08 of the Ohio Administrative Code.
 - h) A detailed description of the policies associated with a Customer moving into the aggregation or within the aggregation where the Company considers the Customer that is moving to be a new Customer. If the policies provide that these Customers will be automatically included in the aggregation, the Opt-Out Governmental Aggregator shall provide the Customers an

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

Original Sheet No. 7
Section VII
Page 8 of 12

SECTION VII

PART 7- END-USE CUSTOMER ENROLLMENT PROCESS

opportunity to opt-out of the aggregation in accordance with the procedures set forth in rule 4901:1-28-04 of the Ohio Administrative Code.

- i) A detailed description of the policies associated with a Customer moving within the aggregation where the Customer is not assigned a new account number by the Company. A Customer in these circumstances shall maintain the rate that the Customer was charged at its previous location or, if the rate at the new location is higher than at the Customer's previous location, the Customer shall have the opportunity to opt-out of the aggregation without penalty, pursuant to the procedures set forth in rule 4901:1-28-04 of the Ohio Administrative Code.
 - j) A description of the Opt-Out Governmental Aggregator's policies regarding the ability of a Customer who had previously opted-out of the aggregation to join the aggregation, including identification of any associated conditions.
- 3) An Opt-Out Governmental Aggregator shall keep its operation and governance plan available for public inspection and shall, upon request, provide a copy of the plan to any existing or potential Customer of the aggregation.
 - 4) An Opt-Out Governmental Aggregator shall not alter its operation and governance plan in any way that would materially affect the Customers of the aggregation without first providing notice to all affected Customers and providing these Customers the opportunity to opt-out of the aggregation according to the procedures established for the initial opt-out disclosure notice set forth in rule 4901:1-28-04 of the Ohio Administrative Code. The notice shall set forth the changes to the plan, inform the Customer of its right to opt-out of the aggregation without penalty, and identify the method and time frame for the Customer to opt-out.
 - 5) No Opt-Out Governmental Aggregator shall send an opt-out disclosure notice to potential Customers of an aggregation prior to the Opt-Out Governmental Aggregator being certified by the Commission and approved by the Company.
 - 6) Prior to including a Customer's natural gas account or accounts in an aggregation, an Opt-Out Governmental Aggregator shall provide each eligible Customer written notice that the Customer's account(s) will be automatically included in the aggregation unless the Customer affirmatively opts out of the aggregation. The notice shall, at a minimum, include:
 - a) A summary of the actions that the governmental entity took to authorize the aggregation.
 - b) A description of the services that the Opt-Out Governmental Aggregator will provide under the aggregation.
 - c) Disclosure of the price that the Opt-Out Governmental Aggregator will charge Customers for Competitive Retail Natural Gas Service. The price shall be expressed in dollars and/or cents per hundred cubic feet of gas ("Ccf"). If a variable rate is offered, it shall be accompanied by an understandable description of the factors that will cause the price to vary, including any associated indices, and disclosure of how frequently the rate will change. If different rates will be charged to different rate classes within the aggregation, the Opt-Out Governmental Aggregator shall disclose the applicable rate(s) to Customers within the various rate classes.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII

PART 7 - END-USE CUSTOMER ENROLLMENT PROCESS

- d) An itemized list and explanation of all fees and charges that are not incorporated into the rates charged for natural gas that the Opt-Out Governmental Aggregator will charge the customer for participating in the aggregation, including any applicable switching fees or early termination penalties. These switching fees and/or early termination penalties shall not apply to a customer that moves out of the Opt-Out Governmental Aggregator's territory or enrolls in the Percentage of Income Payment Program.
- e) Disclosure of the dates covered by the aggregation, including an estimated service commencement date and notice that the customer may opt-out of the aggregation at least every two years without penalty.
- f) Disclosure of any credit and/or deposit policies and requirements.
- g) Disclosure of any limitations or conditions on customer acceptance into the aggregation.
- h) A description of the process and associated time period for customers to opt-out of the aggregation. The process shall include provisions for customers to return a post card or similar notice to the Opt-Out Governmental Aggregator or its agent. The process may include, in addition, other opt-out methods, such as telephonic or internet notice, provided that these methods provide for verification of a customer's election to opt-out of the aggregation. The time period for a customer to choose to opt-out of the aggregation shall extend at least twenty-one(21) days from the date of the post-mark on the written notice. A customer's return post card or notice that is post marked before the opt-out deadline has elapsed shall be deemed to have opted-out.
- i) A local or toll-free telephone number that customers can call with questions regarding the formation or operation of the aggregation, including associated calling hours.

7.6 Right to Opt-Out Governmental Aggregation Program Notice

- 1) At least every two years from the establishment of its initial aggregation pool, an Opt-Out Governmental Aggregator shall provide notice to all customers served by the aggregation of their right to opt-out of the aggregation without penalty. This notice shall follow the procedures established for the initial opt-out notice set forth in 4901:1-28-04 of the Ohio Administrative Code and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation.

7.7 Disclosure of Opt-Out Program Requirements

- 1) No Opt-Out Governmental Aggregator or Retail Natural Gas Supplier serving a governmental aggregation shall impose any terms, conditions, fees, or charges on any customer served by a governmental aggregation unless the particular term, condition, fee, or charge was clearly disclosed to the customer at the time the customer chose not to opt-out of the aggregation.

7.8 Release of Customer Information By Opt-Out Governmental Aggregators

- 1) To assist its preparation and dissemination of required opt-out notices, an Opt-Out Governmental Aggregator, that is certified by the Commission and approved by Company, may request, upon Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

SECTION VII

PART 7 - END-USE CUSTOMER ENROLLMENT PROCESS

execution of a "Customer Information Agreement", customer information consistent with paragraph (A) of rule 4901:1-28-05 of the Ohio Administrative Code. The Opt-Out Governmental Aggregator shall not, without the customer's express written consent, disclose or use for any purpose other than formation and operation of its aggregation, a customer's account number or social security number or any customer information regarding customers who had opted-off of the Company's pre-enrollment list. Before an Opt-Out Governmental Aggregator releases any customer account number, social security number, or any information related to a customer who has opted off of the Company's pre-enrollment list, the Opt-Out Governmental Aggregator shall obtain the customer's signature on a release. The release shall be on a separate piece of paper. The release shall be clearly identified on its face as a release of personal information and all text on the release shall be in at least sixteen-point type. The following statements shall appear prominently on the release, just prior to the signature, in type larger and darker than the type in the surrounding sentences: **I realize that, under the rules and regulations of the Public Utilities Commission of Ohio, I may refuse to allow (name of aggregator) to release the information set forth above. By my signature, I freely give (name of aggregator) permission to release the information designated above.** The information that the Opt-Out Governmental Aggregator seeks to release shall be specified on the form. Forms requiring a customer to circle or to check off preprinted types of information to be released may not be used.

7.9 Identification of Eligible Customers By Opt-Out Governmental Aggregators

- 1) Each Opt-Out Governmental Aggregator shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted-out are included in its aggregation. If ineligible accounts, accounts from outside of the Opt-Out Governmental Aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, the Opt-Out Governmental Aggregator shall promptly contact the Company and supply any information in the form and format acceptable to the Company to have the customer switched back to the customer's former Retail Natural Gas Supplier. The Opt-Out Governmental Aggregator shall reimburse the customer for any switching fees that were paid by the customer as a result of the switch. In addition, if the customer's former rate was less than the rate charged by the Opt-Out Governmental Aggregator, then the Opt-Out Governmental Aggregator shall reimburse the customer the difference between the customer's former rate and the Opt-Out Governmental Aggregator's rate multiplied by the customer's usage during the time that the customer was served by the Opt-Out Governmental Aggregator.

7.10 Customer Notification of Rejection of Application

- 1) In customer enrollment, if the Company rejects a customer from enrollment, the Retail Natural Gas Supplier or Governmental Aggregator shall notify the customer within three business days from the Company's notification of rejection that the customer will not be enrolled or enrollment will be delayed, along with the reason(s) therefore.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

Original Sheet No. 7
Section VII
Page 11 of 12SECTION VII
PART 7 - END-USE CUSTOMER ENROLLMENT PROCESS

7.11 Customer Confirmation Notice

- 1) The Company shall, prior to commencing Competitive Retail Natural Gas Service, mail the customer a confirmation notice stating:
 - a) The Company has received a request to enroll the customer for Competitive Retail Natural Gas Service with the named Retail Natural Gas Supplier or Governmental Aggregator;
 - b) The date such service is expected to begin;
 - c) The customer has seven business days from the post-mark date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of the Retail Natural Gas Supplier or Governmental Aggregator was not requested by the customer; and
 - d) The Company's toll-free telephone number.

7.12 Notification of Supplier of Customer Request to Rescind

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

7.13 Special Meter Readings

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

7.14 Retail Natural Gas Supplier or Governmental Aggregator Customer Drop Requests

- 1) After confirming the validated electronic data file for a Retail Natural Gas Supplier's or Governmental Aggregator's customer drop request, the Company shall mail the customer a notice stating:
 - a) The Company has received a request to drop the customer from competitive retail natural gas service with the named Retail Natural Gas Supplier or Governmental Aggregator.
 - b) The Retail Natural Gas Supplier's or Governmental Aggregator's toll-free telephone number.

7.15 Customer Return to Commodity Sales Service

- 1) Any customer returning to the Company's Commodity Sales Service due to default, abandonment, slamming, or certification rescission of a Retail Natural Gas Supplier or Governmental Aggregator, will not be liable for any costs associated with the switch.
 - 2) When a customer initiates service under a Competitive Retail Natural Gas Service program, the applicable Company GCR adjustments shall apply to the customer for an initial twelve-month period. If a customer returns to the Company sales service during the initial twelve-month period of the customer's participation in
- Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

Original Sheet No. 7
Section VII
Page 12 of 12

SECTION VII

PART 7 - END-USE CUSTOMER ENROLLMENT PROCESS

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

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

7.16 Mercantile Customers, Industrial Customers and Large Human Needs Customers

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

7.17 Verification of Customer Eligibility

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

7.18 Demand Curves

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

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Columbia Gas of Ohio, Inc.

SECTION VII
PART 8 - CUSTOMER INQUIRIES AND DISPUTE RESOLUTION

8.1 Customer Access

- 1) Each Retail Natural Gas Supplier or Governmental Aggregator shall ensure customers reasonable access to its service representatives to make inquiries and complaints, discuss charges on customer bills, terminate competitive service, and transact any other pertinent business.
- 2) Telephone access shall be toll-free and afford customers prompt answer times during normal business hours.
- 3) Each Retail Natural Gas Supplier or Governmental Aggregator shall provide a twenty-four hour automated telephone message instructing callers to report any service interruptions or natural gas emergencies to the Company.

8.2 Provision of Customer Information

- 1) Upon receipt of a customer request, a Retail Natural Gas Supplier or Governmental Aggregator and/or its Agent shall timely provide the customer's payment history for services rendered by the Retail Natural Gas Supplier or Governmental Aggregator up to twenty-four months to the customer without charge.
- 2) Other than for operation, maintenance, assignment and transfer of a customer's account, no Retail Natural Gas Supplier or Governmental Aggregator shall disclose a customer's account number without a customer's affirmative consent. No Retail Natural Gas Supplier or Governmental Aggregator shall disclose a social security number without first obtaining the signature of the customer on a release. The release shall be on a separate piece of paper. The release shall be clearly identified on its face as a release of personal information and all text appearing on the release shall be in at least sixteen-point type. The following statement shall appear prominently on the release, just prior to the signature, in type darker and larger than the type in surrounding sentences: **I realize that, under the rules and regulations of the public utilities commission of Ohio, I may refuse to allow (name of the Retail Natural Gas Supplier or Governmental Aggregator) to release the information set forth above. By my signature, I freely give (name of the Retail Natural Gas Supplier or Governmental Aggregator) permission to release the information designated above. The information that the Retail Natural Gas Supplier or Governmental Aggregator seeks to release shall be specified on the form. Forms requiring a customer to circle or to check off preprinted types of information to be released may not be used. In addition, a customer's social security number shall not be used for any other purpose other than to perform a credit check.**

8.3 Customer Complaints

- 1) Each Retail Natural Gas Supplier or Governmental Aggregator and/or its Agent shall investigate customer complaints and provide a status report within three business days following receipt of the complaint to:
 - a) The customer, when the complaint is made directly to the Retail Natural Gas Supplier or Governmental Aggregator; or
 - b) The customer and Commission Staff, when a complaint is referred to the Retail Natural Gas Supplier or Governmental Aggregator by the Commission Staff.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII

PART 8 - CUSTOMER INQUIRIES AND DISPUTE RESOLUTION

- 2) The Governmental Aggregator may choose to have the Retail Natural Gas Supplier perform certain functions as the Governmental Aggregator's agent. However, the Governmental Aggregator is still responsible for ensuring that the requirements are met.
- 3) If an investigation is not completed within ten business days, the Retail Natural Gas Supplier or Governmental Aggregator and/or its Agent shall provide status reports to the customer, or if applicable, to the customer and Commission Staff. Such status reports shall be provided at three business day intervals until the investigation is complete, unless the action that must be taken will require more than three business days and the customer has been so notified.
- 4) The Retail Natural Gas Supplier or Governmental Aggregator and/or its Agent shall inform the customer, or the customer and Commission Staff, of the results of the investigation, orally or in writing, no later than three business days after completion of the investigation. The customer or Commission Staff may request the report in writing.
- 5) If a customer disputes the Retail Natural Gas Supplier's or Governmental Aggregator's and/or its Agent's report, the Retail Natural Gas Supplier or Governmental Aggregator shall inform the customer that the Commission Staff is available to mediate complaints. The Retail Natural Gas Supplier or Governmental Aggregator and/or its Agent shall provide the customer with the address, local and toll-free telephone numbers, and TDD/TTY telephone number of the Commission's public interest center.
- 6) Each Retail Natural Gas Supplier or Governmental Aggregator shall retain records of customer complaints, investigations, and complaint resolutions for two years after the occurrence of such complaints and shall provide such records to the Commission Staff within three business days of request.
- 7) Each Retail Natural Gas Supplier or Governmental Aggregator shall make good faith efforts to resolve disputes and cooperate with the resolution of any joint issues with the Company.

8.4 Handling of Customer Complaints By Company

- 1) If customers contact the Company concerning Competitive Retail Natural Gas Service issues, the Company shall:

Review the issue with the customer to determine whether it also involves the Company;

- a) Cooperate with the resolution of any joint issues with the Retail Natural Gas Supplier or Governmental Aggregator; and
- b) Refer the Customer to the appropriate Retail Natural Gas Supplier or Governmental Aggregator, as directed by the Aggregator, in those instances where the issue lacks Company involvement and inform the Customer they may contact the Commission's Public Interest Center or the Ohio Consumers' Counsel if the issue is not resolved.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 8 - CUSTOMER INQUIRIES AND DISPUTE RESOLUTION

8.5 Slamming Complaints

- 1) If a customer contacts the Company, Retail Natural Gas Supplier or Governmental Aggregator alleging that the customer's supplier has been switched without the customer's authorization, the Company, Retail Natural Gas Supplier or Governmental Aggregator shall:
 - a) Provide the customer any evidence relating to the customer's enrollment;
 - b) Refer the customer to the Commission's public interest center;
 - c) Provide the customer with the local/toll-free telephone numbers of the Commission's consumer service department; and
 - d) Cooperate with the Staff in any subsequent investigations of the slamming complaint.
- 2) Except as otherwise provided in Chapter 4901:1-28 of the Ohio Administrative Code, if the Retail Natural Gas Supplier or Governmental Aggregator cannot produce valid documentation confirming that the customer authorized the switch, there shall be a rebuttable presumption that the customer was switched without authorization. Such documentation will include one of the following:
 - a) A signed contract, in the case of direct enrollment;
 - b) An audio recording, in the case of telephonic enrollment; or
 - c) Electronic consent, in the case of internet enrollment.
- 3) In the event that the customer was switched from one Retail Natural Gas Supplier or Governmental Aggregator to a different Retail Natural Gas Supplier or Governmental Aggregator without authorization, the customer's previous Retail Natural Gas Supplier or Governmental Aggregator shall re-enroll the customer without penalty under such customer's original contract price for the duration of the original term and send the Company an electronic enrollment request. If the original Retail Natural Gas Supplier or Governmental Aggregator is unable to return the customer to the original contract price, the original Retail Natural Gas Supplier or Governmental Aggregator may enroll the customer in a new contract pursuant to the provisions of rule 4901:1-29-06 of the Ohio Administrative Code, or the customer may select a new Retail Natural Gas Supplier or return to the Company's GCR sales service.
- 4) In the event that a customer was switched from the Company sales service to a Retail Natural Gas Supplier or Governmental Aggregator without authorization, the Company will switch the customer back to the Company's GCR sales service without penalty.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII.
PART 9 - CONTRACT ADMINISTRATION

9.1 Prohibitions

- 1) Retail Natural Gas Suppliers and Opt-In Governmental Aggregators shall arrange for the provision of Competitive Retail Natural Gas Service by contracting with their customers. In their administration of such contracts, Retail Natural Gas Suppliers and Opt-In Governmental Aggregators are prohibited from engaging in unfair, deceptive, misleading, and unconscionable acts and practices.

9.2 Compliance With Customer Enrollment Requirement and Commission Rule

- 1) Retail Natural Gas Suppliers and Opt-In Governmental Aggregators shall arrange for the provision of Competitive Retail Natural Gas Service to customers in compliance with Section VII, Part 7 of this tariff and Rule 4901:1-29-10 of the Ohio Administrative Code.

9.3 *Contract Retention Requirements*

- 1) Retail Natural Gas Suppliers and Opt-In Governmental Aggregators shall maintain copies of individual customer contracts for no less than two years after such contracts terminate.
- 2) For any contract where the customer's signature is not physically on the same document as the complete terms and conditions of such contract, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator must assign a unique version number to each version of the contract. Such version number must appear on the document containing the customer's actual signature, on the copy of the terms and conditions left with the customer, and on a master copy of the complete terms and conditions of the contract. Both the document containing the customer's physical signature and the master copy of the complete terms and conditions must be retained by the Retail Natural Gas Supplier or Opt-In Governmental Aggregator. This provision shall not apply where the Retail Natural Gas Supplier or Opt-In Governmental Aggregator has obtained the customer's consent by telephone or internet enrollment.

9.4 Assignment of Customer Contracts

- 1) In its administration of customer contracts, a Retail Natural Gas Supplier and an Opt-In Governmental Aggregator shall also:
 - a) Not assign a customer contract to another Retail Natural Gas Supplier or Opt-In Governmental Aggregator without:
 - i) Providing a minimum of fourteen (14) days written notice to the director of the consumer services department of the Commission or the director's designee before the contract assignment. Such notice shall include:
 - a) The name of the Retail Natural Gas Supplier or Opt-In Governmental Aggregator to whom the contract(s) will be assigned;
 - b) The type of contract(s) to be assigned (e.g., residential, small commercial);
 - c) The number of contracts to be assigned;
 - d) The company involved;

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 9 - CONTRACT ADMINISTRATION

- e) The date of the assignment; and
 - f) A copy of the customer notification; and
- ii) Providing prior a minimum of thirty (30) days written notice to the customer.
- iii) Providing a minimum of forty-five (45) days written notice to the Company.
- 2) When assigned a contract previously administered by another Retail Natural Gas Supplier or Opt-In Governmental Aggregator, comply with all terms and conditions in effect for the contract before the assignment occurred;
- 3) Comply in a timely manner with all valid notices from customers to cancel or terminate the contract as provided for by the contract and by this tariff; and
- 4) Assign a number to each version of its standard contract form, including changes in contract price, retain such forms for no less than two years, and provide copies to Commission Staff within three business days of a request.

9.5 Customer Right to Rescind

- 1) Customers shall have the right to rescind their contracts, within seven business days following the postmark date on the Company's confirmation notice:
 - a) By calling the Company at the designated toll-free or local telephone number;
 - b) By written notice to the Company which is effective as of the date of the postmark.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

SECTION VII.
PART 10 - CONTRACT RENEWALS

10.1 Notification Requirements For Renewal Period of Six Months or Longer With No Material Changes

- 1) For contracts with a renewal period of six months or more, and which contain no material changes, the Retail Natural Gas Supplier and/or Opt-In Governmental Aggregator shall notify customers of such expiration at least forty-five (45) days, but not more than ninety (90) days in advance of the contract expiration date. The notice shall be made by separate mailing through the use of either an envelope or postcard, the front cover of which shall state: "Important notice regarding your natural gas service contract." The notice shall, at a minimum, state any renewal period and how the customer may terminate, renew, and/or extend the contract. The renewal period for contracts with renewal provisions shall not exceed the initial contract period.

10.2 Notification Requirements for Renewal Period of Six Months or Longer with Material Changes

- 1) For contracts renewals that meet all of the following conditions, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall provide Customers with the notices specified in subsections (A) and (B) of this paragraph: (a) the contract has a renewal period of six months or longer; (b) the contract contains an early termination or cancellation option with a fee greater than \$25 for early termination or cancellation, or contains no option for early termination or cancellation; and (c) the contract contains a material change to the contract. Material changes include, but are not limited to, new fees or penalties, changes from a fixed rate to a variable rate, changes from a variable rate to a fixed rate, an increase in a fixed rate, and changes to the factors used to determine variable rate. The notices provided pursuant to this paragraph must:
 - A) Notify the customer of such changes, describe or highlight each change, and also obtain the customer's affirmative consent to such changes pursuant to any of the enrollment procedures established in Section VII, Part 7 of this tariff.
 - B) Notify the customer that no response will result in the customer automatically reverting to the Company's sales service unless the customer chooses another Retail Natural Gas Supplier or Opt-In Governmental Aggregator.

This notice shall be provided at least forty-five (45) days, but not more than ninety (90) days, in advance of the contract expiration date. The notice shall be made by separate mailing through the use of either an envelope or postcard, the front cover of which shall state: "Important notice regarding your natural gas service contract." The notice shall, at a minimum, state any renewal period and how the customer may terminate, renew, and/or extend the contract. The renewal period for contracts with renewal provisions shall not exceed the initial contract period.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

Original Sheet No. 10
Section VII
Page 2 of 3SECTION VII
PART 10 - CONTRACT RENEWALS

- 2) For contracts that meet all of the following conditions, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall provide customers with notices required in subsections (A) through (D) of this paragraph: (a) the contract has a renewal period of six months or longer; (b) the contract contains an early termination or cancellation option with a fee of \$25 or less for early termination or cancellation; and, (c) the contract contains a material change to the contract. Material changes include, but are not limited to, new fees or penalties, changes from a fixed rate to a variable rate, changes from a variable rate to a fixed rate, an increase in a fixed rate, and changes to the factors used to determine variable rate.

- A) Provide the customer with two separate notices that accurately describe or highlight the changes, and state that the customer contract will renew at the new rate unless the customer affirmatively cancels the contract pursuant to the following:

- 1) Such notices must clearly and accurately describe the manner in which the customer may cancel the contract and the time during which the customer must act to cancel the contract.
- 2) The first notice shall be in writing in accordance with the requirements of this tariff.
- 3) The second notice may be in writing in accordance with the requirements of this rule, by telephone, by a notice on the customer's monthly bill, or by electronic mail.

These notices shall be provided at least forty-five (45) days, but not more than ninety (90) days, in advance of the contract expiration date. The first notice shall be, and the second notice may be, made by separate mailing through the use of either an envelope or postcard, the front cover of which shall state: "Important notice regarding your natural gas service contract." The notices shall, at a minimum, state any renewal period and how the customer may terminate, renew, and/or extend the contract. The renewal period for contracts with renewal provisions shall not exceed the initial contract period.

- B) In the event that the Retail Natural Gas Supplier or Opt-In Governmental Aggregator provides notice by telephone, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator must confirm that the customer of record is on the line, clearly explain both the new contract price and the manner in which the customer may cancel the contract, record the entire conversation, and retain such recording in a manner consistent with Section VII, Part 7 of this tariff.
- C) In the event that the Retail Natural Gas Supplier or Opt-In Governmental Aggregator provides notice on the customer's monthly bill, such notice must be in a different color, highlighted, or otherwise differentiated from the remainder of the bill.
- D) In the event that the Retail Natural Gas Supplier or Opt-In Governmental Aggregator provides notice by electronic mail, the notice must:
- 1) State "Important notice regarding your natural gas service contract" in the subject area of the message.
 - 2) Be from an electronic mail address that is readily identifiable as the Retail Natural Gas Supplier or Opt-In Governmental Aggregator.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 10 - CONTRACT RENEWALS

- 3) Include a receipt returned to the Retail Natural Gas Supplier or Opt-In Governmental Aggregator that confirms the addressee has opened the document.

10.3 Notification Requirements For Renewals Less Than Six Months

- 1) Retail Natural Gas Suppliers shall send to Customers, at least forty-five days, but not more than ninety-days in advance of the contract expiration, a written notice of pending contract expiration by a separate mailing. The front cover of such mailing shall contain the following statement: "Important notice regarding your natural gas service contract."

The notice shall include a statement that the Customer's contract will automatically be renewed if the Customer does not notify the Retail Natural Gas Supplier and Company that the contract is being terminated.

10.4 Notification of Customers Where Contracts Do Not Include Renewal Provisions

- 1) Retail Natural Gas Suppliers and Opt-In Governmental Aggregators shall send to customers, at least forty-five days, but not more than ninety-days in advance of the contract expiration, a written notice of pending contract expiration by a separate mailing. The front cover of such mailing shall contain the following statement: "Important notice regarding your natural gas service contract's expiration."

The notice shall include a statement that the customer will automatically default to the incumbent Company if the customer does not re-enroll with the current Retail Natural Gas Supplier or Opt-In Governmental Aggregator or enroll with another Retail Natural Gas Supplier or Opt-In Governmental Aggregator.

10.5 Contract Prohibitions

- 1) No Retail Natural Gas Supplier shall bill a termination fee to any Customer that has fulfilled their contract obligation and request removal from a Retail Natural Gas Supplier's or Governmental Aggregator's program.
- 2) No Retail Natural Gas Supplier or Opt-In Governmental Aggregator contract shall limit or preclude a residential or small commercial customer's right to make formal or informal complaint to the Commission. A Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall not require a customer as part of the terms of service to engage in alternative dispute resolution.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-QA-ATA.

Issued: May 13, 2004

Effective: May 13, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 11 - CONTRACT DISCLOSURE

11.1 Minimum Information Requirements

All Retail Natural Gas Supplier and Opt-In Governmental Aggregator customer contracts shall include in clear and understandable language the following information:

- 1) A notification that switching fees may apply to a customer under the Company's tariff; and
- 2) A notification that the customer has the right to request from the Retail Natural Gas Supplier and Opt-In Governmental Aggregator up to twenty-four months of the customer's payment history for services rendered by the Retail Natural Gas Supplier or Opt-In Governmental Aggregator without charge.
- 3) The Retail Natural Gas Supplier's and Opt-In Governmental Aggregator's name, mailing address, internet address and, if applicable, a toll-free telephone number with hours of operation and time zone reference for customer contacts;
- 4) The services to be provided by the Retail Natural Gas Supplier or Opt-In Governmental Aggregator and those to be provided by the Company, including which entity will bill for those services;
- 5) The seven business day period during which a customer has to rescind the contract without penalty and the methods for customers to make such rescission by contacting the Company;
- 6) The respective policies, procedures, and any penalties for contract termination by the Retail Natural Gas Supplier and Opt-In Governmental Aggregator and by the customer after the rescission period;
- 7) A notification that the Retail Natural Gas Supplier and Opt-In Governmental Aggregator may terminate the contract on at least fourteen (14) days written notice should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangements;
- 8) Notice that the contract automatically terminates if:
 - a) The requested service location is not served by the Company;
 - b) The customer moves outside the Company's service area or to an area not served by the Retail Natural Gas Supplier or Opt-In Governmental Aggregator; or
 - c) The Retail Natural Gas Supplier or Opt-In Governmental Aggregator returns the customer to the Company's sales service, provided that the Retail Natural Gas Supplier or Opt-In Governmental Aggregator is permitted to terminate the contract under the terms and conditions of the contract.
- 9) Notice that the customer has a right to terminate the contract without penalty in the event:
 - a) The customer relocates; or
 - b) The contract allows the Retail Natural Gas Supplier or Opt-In Governmental Aggregator such a right for reasons other than customer nonpayment.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17 2004

Issued By
J. W. Partridge Jr., President

SECTION VII
PART 11 - CONTRACT DISCLOSURE

- 10) An itemized list and explanation of all prices and fees associated with the service in clear and understandable language.
 - a) For fixed-rate offers, such information shall, at minimum, include: the cost per Ccf for competitive retail natural gas service; the amount of any other recurring or nonrecurring Retail Natural Gas Supplier or Opt-In Governmental Aggregator charges; and a statement that the customer will incur additional charges for the Company's services.
 - b) For variable-rate offers, such information shall, at minimum, include: a clear and understandable explanation of the factors that will cause the price per Ccf to vary, including any related indices, and how often the price can change; the amount of any other recurring or nonrecurring Retail Natural Gas Supplier or Opt-In Governmental Aggregator charges; and a statement that the customer will incur additional charges for the Company's services.
- 11) The terms and conditions of service, including any restrictions and limitations associated with the service or product offered.
- 12) Procedures for handling complaints and disputes, including the following: "If your questions are not resolved after you have called (name of the Retail Natural Gas Supplier or Opt-In Governmental Aggregator), customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov or as otherwise specified by the Commission. Residential customers may call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays, or visit the OCC website at www.pickocc.org or as otherwise specified by the OCC;
- 13) All applicable billing intervals and any late payment fees;
- 14) The contract duration, including the estimated starting and expiration month and year.
- 15) A statement as to whether the contract does or does not contain an automatic renewal provision and the terms of such renewal provision;
- 16) Any credit, deposit, and collection procedures, including terms and conditions associated with the return of any deposit at the time of contract termination;
- 17) Notice of whom will bill for the Retail Natural Gas Supplier and Opt-In Governmental Aggregator's service(s);
- 18) A notification that the customer's social security number and/or account number(s) shall not be released without the customer's affirmative written consent; and
- 19) A notification that, if the customer voluntarily returns to the Company after choosing a Retail Natural Gas Supplier or Opt-In Governmental Aggregator, the customer may be charged a price other than Company's GCR rate.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 12 - CUSTOMER BILLING AND PAYMENTS

12.1 Billing Options

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

12.2 Columbia's Billing Rates

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

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

- a) Fixed rate per Ccf to be applied to the Customer's consumption to determine the applicable billing charges. This fixed rate per Ccf shall be provided by the Retail Natural Gas Supplier or Governmental Aggregator.
- b) Flat amount per month to be provided by the Retail Natural Gas Supplier or Governmental Aggregator.
- c) Credit or percentage reduction from the existing Gas Cost Recovery (GCR) or Expected Gas Cost (EGC) rate.

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

SECTION VII
PART 12 - CUSTOMER BILLING AND PAYMENTS

Company's Cycle 21 billings. The Retail Natural Gas Supplier or Governmental Aggregator must review the pre-bill and acknowledge that the rates are correct or must indicate any errors to the Company. All pre-bill confirmations from Retail Natural Gas Suppliers or Governmental Aggregators must be received by the Company two (2) business days before the Company's Cycle 01 billing for the upcoming month. The Retail Natural Gas Supplier's or Governmental Aggregator's failure to notify the Company of approval or of any required changes to the pre-bill within the designated time shall be deemed approval of the pre-bill.

The Retail Natural Gas Supplier or Governmental Aggregator is responsible for making the customer whole if it submits an account on the wrong rate or Aggregation Pool, or fails to provide timely rate information to the Company. The Company may, at its option, make the adjustment for the Retail Natural Gas Supplier or Governmental Aggregator, at an agreed-upon fee.

12.4 Consolidated Billing Taxes

Retail Natural Gas Suppliers' or Governmental Aggregators' rates shall exclude all sales taxes. The Company will calculate state and local taxes and add the amount to the gas supply charges.

If the Customer claims to be tax exempt, the Retail Natural Gas Supplier or Governmental Aggregator has the sole and complete responsibility for the collection and provision to Company of all necessary documentation regarding the Customer's tax-exempt status. The Retail Natural Gas Supplier or Governmental Aggregator must notify the Company, through the electronic enrollment process, of the tax-exempt status of the customer. The Company assumes no responsibility or risk for any misapplication of tax-exempt status to a customer. The Retail Natural Gas Supplier or Governmental Aggregator shall hold the Company harmless for any assessments, penalties, or risk of any kind whatsoever, related to any misapplication of tax-exempt status to any customer.

12.5 Budget Payment Plan

The Company will make its Budget Payment Plan available to customers that elect to participate in Columbia's Customer CHOICESM Program. For the purposes of this rule, full payment of a budget amount due shall not be construed as a partial payment.

For consolidated billing purposes, Budget Payment Plan estimates will be calculated based on the Retail Natural Gas Supplier's or Governmental Aggregators estimated percent of change for the budget payment plan period. Retail Natural Gas Suppliers or Governmental Aggregator's must provide this estimated percent of change for provision of this option. All net payments forwarded to Retail Natural Gas Suppliers or Governmental Aggregators will be based on actual consumption of the customer and the Retail Natural Gas Supplier's or Governmental Aggregator's current month billing rate.

12.6 Percentage of Income Payment Plan Service

The Company must bill all Percentage of Income Payment Plan (PIPP) customers.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 12 - CUSTOMER BILLING AND PAYMENTS

12.7 Minimum Information Requirements

- 1) Customer bills issued by or for Retail Natural Gas Suppliers and Governmental Aggregators shall be accurate and understandable, be rendered at intervals consistent with those of the Company, and contain sufficient information for customers to compute and compare the total cost of Competitive Retail Natural Gas Service(s). Such bills must be rendered in accordance with rule 4901:1-29-12 of the Ohio Administrative Code and shall also include:
 - a) The customer's name, billing address, service address, the customer's Company account number, and if applicable, the Retail Natural Gas Supplier or Governmental Aggregator account number;
 - b) The dates of service covered by the bill, an itemization of each type of Competitive Retail Natural Gas Service covered by the bill, any related billing components, the charge for each type of natural gas service, and an itemization of all other fees and charges;
 - c) The customer's historical consumption during each of the preceding twelve months or each of the preceding months that the customer has been a customer of the Retail Natural Gas Supplier or Governmental Aggregator, whichever is less; with a total consumption and an overall average monthly consumption for such period.
 - d) The applicable billing determinants, including beginning meter reading(s), ending meter reading(s), multiplier(s), and any other consumption(s) adjustments;
 - e) The unit price charged per Ccf for Competitive Retail Natural Gas Service, as calculated by dividing current-period Competitive Retail Natural Gas Service charges by the current-period consumption;
 - f) An identification of the Retail Natural Gas Supplier or Governmental Aggregator of each retail natural gas service appearing on the bill;
 - g) The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the customer's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable;
 - h) The due date for payment to keep the account current. Such due date shall be consistent with that provided by the Company for its charges;
 - i) Current balance of the account, if a residential customer is billed according to a budget plan;
 - j) Options and instructions on how customers may make their payments;
 - k) A toll-free or local telephone number and address for customer billing questions or complaints must appear for any Retail Natural Gas Supplier or Governmental Aggregator whose charges appear on the bill;

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

SECTION VII
PART 12 - CUSTOMER BILLING AND PAYMENTS

l) The following statement:

If your questions are not resolved after you have called the Supplier or Governmental Aggregator listed above, customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. Residential customers may call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays, or visit the OCC website at www.pickooc.org.

m) The Company's twenty-four hour local/toll-free telephone number for reporting service emergencies;

n) Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and

o) An explanation of any codes and abbreviations used.

12.8 Termination of Agreement

The written agreement between the Retail Natural Gas Supplier and Customer shall be terminated if the Customer is terminated for non-payment of any regulated service or commodity portion of the gas bill. However, written agreements between a Retail Natural Gas Supplier and a Customer shall not be terminated in those situations where a Customer and Columbia have entered into a payment plan, and the Customer fully pays the current commodity gas costs. If Company provides a termination notice to the Customer, it will also notify the Customer's Retail Natural Gas Supplier.

12.9 Dispute Resolution

Each Retail Natural Gas Supplier and Governmental Aggregator shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 5, 2005 in Case No. 04-1631-GA-UNC.

Issued: September 22, 2005

Effective: September 22, 2005

Issued By
J. W. Partridge Jr., President

P.U.C.O. No. 2

Section VII
First Revised Sheet No. 13
Cancels
Original Sheet No. 13
Page 1 of 2

Columbia Gas of Ohio, Inc.

SECTION VII
PART 13 - FULL REQUIREMENTS AGGREGATION SERVICE

13.1 Availability

This service is available to Retail Natural Gas Suppliers delivering gas, on a firm basis, to the Company on behalf of customers receiving transportation service from the Company under Rate Schedules FRSGTS, FRMGTS, FRGTS, FRLGTS and FRCTS. Service hereunder allows Retail Natural Gas Suppliers to enroll customers and deliver to the Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the requirements of customers that have contracted with the Retail Natural Gas Supplier for purposes of participating in Columbia's Customer CHOICESM Program.

13.2 Aggregation Pool

Retail Natural Gas Suppliers will be required to establish one or more Aggregation Pools for the purpose of providing service to groups of customers. An Aggregation Pool shall be comprised of those customers within each Retail Natural Gas Supplier's CHOICE[®] Customer Group, located within the same Columbia Gas Transmission Corporation Market Area. Retail Natural Gas Suppliers shall have the option to create multiple Aggregation Pools within a single Market Area, at the Company's discretion.

Retail Natural Gas Suppliers must establish a single Aggregation Pool, within a single Columbia Gas Transmission Corporation Market Area, for the purpose of providing service to a Cooperative. The Aggregation Pool shall be comprised of those Cooperative customers served through the measuring station constructed for provision of service to the Cooperative's customers.

13.3 Aggregation Agreement

Before commencing service hereunder, Retail Natural Gas Supplier(s) must have executed a Retail Natural Gas Supplier Aggregation Agreement with the Company. The benefits and obligations of this Aggregation Agreement shall begin when the Company commences to transport gas thereunder. It shall inure to and be binding upon the successors and assigns, survivors and executors or administrators as the case may be, or the original parties thereto, respectively, for the full term thereof. However, no agreement for service may be assigned or transferred without the written consent of or approval of the Company, which shall not be unreasonably withheld.

13.4 Requirements for Participation

In order to initiate or continue participation in the Company's Customer CHOICESM Program, Retail Natural Gas Suppliers are required to:

- 1) establish credit levels acceptable to the Company in accordance with Section VII, Part 14 of this tariff.
- 2) comply with the Code of Conduct provisions set forth in Section VII, Part 15 of this tariff.
- 3) comply with all Customer Enrollment requirements set forth in Section VII, Part 7 of this tariff.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

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

P.U.C.O. No. 2

Section VII
First Revised Sheet No. 13
Cancels
Original Sheet No. 13
Page 2 of 2

Columbia Gas of Ohio, Inc.

SECTION VII
PART 13 - FULL REQUIREMENTS AGGREGATION SERVICE

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 17, 2007 in Case No. 05-1045-GA-ATA.

Issued: January 23, 2007

Effective: January 23, 2007

Issued By
J. W. Partridge Jr., President

SECTION VII
PART 14 - CREDIT REQUIREMENTS

14.1 Credit Application

All Retail Natural Gas Suppliers must complete and sign the Company's Retail Natural Gas Supplier Registration Form to be considered for participation in the Columbia Customer CHOICESM Program.

14.2 Credit Evaluation Fee

The Company will assess the Retail Natural Gas Supplier a fee of \$50.00 for each credit evaluation performed.

14.3 Determination of Creditworthiness

Retail Natural Gas Suppliers desiring to participate in the Columbia Customer CHOICESM 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 a Retail Natural Gas Supplier's creditworthiness. These standards will take into consideration the scope of the operations of each supplier and the level of risk to the Company in order to address under-performance or nonperformance by Retail Natural Gas 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 Retail Natural Gas Supplier's accounts receivable where Company is provided a first secured interest. Based on the number of standard credit factors met by the Retail Natural Gas Supplier, Company will assign a dollar credit level range for each Retail Natural Gas Supplier. Company shall have sole discretion to determine creditworthiness based on the above criteria, but will not deny creditworthiness without reasonable cause.

The Retail Natural Gas Supplier will provide the Company with: (1) its or its parent's most recent independently audited financial statements; (2) it and or its parent's most recent Form 10-K and Form 10-Q reports; (3) a minimum of three bank and trade references; and (4) a list of parent company affiliates and corporate structure.

A Retail Natural Gas Supplier shall satisfy its creditworthiness requirement, and receive an unsecured credit limit from the Company, by demonstrating that it 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 a Retail Natural Gas Supplier that is unable to meet the aforementioned criteria and with those Retail Natural Gas Suppliers whose credit 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; an irrevocable Letter of Credit; a cash deposit; or other mutually agreeable security or arrangement. A party other than the Retail Natural Gas Supplier may provide

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

SECTION VII
PART 14 - CREDIT REQUIREMENTS

credit agreements and financial security for the Retail Natural Gas Supplier, if acceptable to Company. The amount of security shall remain commensurate with the financial risks placed on the Company by each Retail Natural Gas Supplier, as those financial risks are reevaluated by Company from time to time, as it deems necessary.

14.4 Notice Filing and Determination of Collateral Requirement

The Company shall file with the Commission's Docketing Division a document that contains the formula used to determine the Company's collateral requirements applicable to Retail Natural Gas Suppliers. The collateral requirement formula shall be applied in a non-discriminatory manner to determine the level of financial risk associated with each Retail Natural Gas Supplier. If there is a material change to the collateral 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 10 business days before the formula takes effect.

Failure of a Retail Natural Gas Supplier to provide required financial instruments pursuant to the collateral requirement formula may result in the Company limiting the enrollment of additional Customers in Retail Natural Gas Supplier's Pool and/or termination of service pursuant to Section VII, Part 24 of this tariff.

14.5 Financial Obligation – Dispute Resolution

Retail Natural Gas Suppliers that dispute the calculation of the collateral requirements calculated by the Company, pursuant to Sections VII, Part 14.3 and Part 14.4, must notify the Company no later than 5:00 p.m. Eastern Standard time, on the business day due. The parties will consult with each other in good faith, in an attempt to resolve the dispute. Failure to resolve the dispute by the close of business the next day shall require full payment of the amount due by the Retail Natural Gas Supplier. The Retail Natural Gas Supplier may appeal the Company's determination of collateral requirements to the Commission.

The Company shall refund any excess payment if the Commission determines that the collateral requirement shall be less than the amount requested by the Company.

14.6 On-going Credit Evaluation

The Company reserves the right to conduct further creditworthiness evaluations during the course of the program, when information has been received by Company that indicates the creditworthiness of a Retail Natural Gas Supplier may have deteriorated or the Retail Natural Gas Supplier's program is exceeding the credit level range previously approved by Company. The Company will review each Retail Natural Gas Supplier's cumulative Customer Group no less often than monthly, and will compare each Retail Natural Gas Supplier's cumulative Customer Group against its previously assigned credit level range. The Company will reevaluate each Retail Natural Gas Supplier's overall creditworthiness on an annual basis.

Retail Natural Gas Suppliers, whose programs exceed the assigned credit level range, may be required, at Company's option, to provide additional financial security. The form and format of the additional security must be acceptable to the Company. This additional financial security must be in the form of a irrevocable letter of credit, surety bond, cash deposit, and/or appropriate guarantee of payment in a form and format

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

SECTION VII
PART 14- CREDIT REQUIREMENTS

acceptable to the Company, at the Company's option, in order to continue to participate in the program beyond the last established credit level or to enroll additional customers. If additional financial security is provided by the Retail Natural Gas Supplier, the Company will assign a new credit level to the Retail Natural Gas Supplier.

In order to assure that the value of such financial security remains proportional to a Retail Natural Gas Supplier's potential liability, the required dollar amounts of such instruments may be adjusted at the sole discretion of Company, including, but not limited to, the point at which the volume of capacity assigned by Company changes; a Retail Natural Gas Supplier changes its billing option hereunder; or as Customers are added to, or deleted from, a Retail Natural Gas Supplier's Customer Group. Failure of a Retail Natural Gas Supplier to adjust the dollar amount of its financial instrument(s) within four (4) business days of a request to do so by the Company may result in the Company limiting the enrollment of additional Customers in a Retail Natural Gas Supplier's Pool and/or termination of service pursuant to Section VII, Part 24 of this tariff.

Retail Natural Gas Suppliers agree to inform Company of any significant change in the Retail Natural Gas Supplier's current financial condition.

Retail Natural Gas Suppliers agree to serve the Company with their Annual Reports to the Commission coincident with the filing of such reports with the PUCO. In order for the Company to stay fully informed about the service offerings of Retail Natural Gas Suppliers to Company's customers, Retail Natural Gas Suppliers will also provide to Company copies, subject to confidentiality agreements where appropriate, of any information that they provide to the PUCO pursuant to Rule 4901:1-27 of the Ohio Administrative Code which are relevant to Retail Natural Gas Supplier's operations in Company's service territory.

14.7 Right to Proceeds

In the event of Default as defined in this Section VII, Part 24 of this tariff, 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 Retail Natural Gas Supplier's financial security instrument(s) to satisfy all obligations under this tariff and any other agreements between the Retail Natural Gas Supplier and Columbia in accordance with this tariff and Retail Natural Gas Supplier Aggregation Agreement. The proceeds from such instruments shall be used to satisfy any outstanding claims that Company has against Retail Natural Gas 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 Company, for which Company is or will be responsible, related to Retail Natural Gas 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.

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

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Columbia Gas of Ohio, Inc.

SECTION VII
PART 15 - CODE OF CONDUCT

15.1 Code of Conduct

Each Retail Natural Gas Supplier or Governmental Aggregator participating in Columbia's Customer CHOICESM Program shall:

- 1) Communicate to customers, in clear understandable terms, the customers' rights and responsibilities. This communication shall include, at a minimum, the following information.
 - a) The Retail Natural Gas Supplier's or Governmental Aggregator's customer service address and toll-free telephone number.
 - b) A statement describing the Retail Natural Gas Supplier's or Governmental Aggregator's Dispute Resolution Procedures.
 - c) A statement that the Retail Natural Gas Supplier or Governmental Aggregator must provide, to the maximum extent possible, the customer with thirty (30) days written notice prior to discontinuing service.
 - d) Notice that Columbia's Customer CHOICESM Program is subject to ongoing Commission jurisdiction.
- 2) Provide in writing to customers pricing and payment terms that are clear and understandable in compliance with rule 4901:1-29-11(8) of the Ohio Administrative Code.
- 3) Refrain from engaging in communications or practices with customers that are fraudulent, deceptive, or misleading.
- 4) Deliver gas to Company on a firm basis, on behalf of the Retail Natural Gas Supplier's participating customers in accordance with the requirements of the Aggregation Agreement.

If a Retail Natural Gas Supplier fails to deliver gas in accordance with its aggregation customers' full service requirements for natural gas, Company shall supply natural gas temporarily to the affected aggregation customers, and shall bill Retail Natural Gas Supplier the higher of either:

- a) the fair market price for that period, or
- b) the highest incremental cost of gas for that period that actually was paid by Company, including transportation and all other applicable charges.

In the event Retail Natural Gas Supplier over-delivers to its Aggregation Pool(s), and such over-delivered volumes cause Company to incur penalties from a pipeline, or other costs associated with such excess supplies, then Retail Natural Gas Supplier shall reimburse Company for the Retail Natural Gas Supplier's pro rata share of such penalties and costs.

- 5) The Retail Natural Gas Suppliers must undergo a credit evaluation, at their expense, to assure that the Retail Natural Gas Supplier is sufficiently credit-worthy to protect against damages resulting from any failure to deliver gas in accordance with the requirements of the Columbia's Customer CHOICESM Program, and to assure payment of any PUCO-approved charges for any such failure.

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and April 29, 2004 in Case No. 02-2903-GA-ATA.

Issued: May 17, 2004

Effective: May 17, 2004

Issued By
J. W. Partridge Jr., President