

August 18, 2010

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

Re: Case Number 89-8003-GA-TRF

Case Number 10-875-GA-ATA

Dear Ms. Jenkins:

In compliance with the Public Utilities Commission of Ohio's rules governing Tariff Filing Procedures in Case Number 89-500-AU-TRF, Columbia Gas of Ohio, Inc. (Columbia) has enclosed for filing a copy in the above referenced dockets the following tariff sheets:

Section		
<u>No.</u>	Sheet No.	Description
	One Hundred and Fiftieth Revised	
	Sheet No. 1a	Index
VI	First Revised Sheet No. 37	Quality of Gas at Other Points of Receipt
VI	Third Revised Sheet No. 38	Quality of Gas at Other Points of Receipt

Very truly yours,

/s/ Larry W. Martin

Larry W. Martin Director Regulatory Policy

**Enclosures** 

### One Hundred and Fiftieth Revised Sheet No. 1a Cancels One Hundred and Forty-Ninth Sheet No. 1a

### COLUMBIA GAS OF OHIO, INC.

## v

# RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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

Issued: August 18, 2010 Effective: August 4, 2010

First Revised Sheet No. 37

Cancels

Original Sheet No. 37

#### COLUMBIA GAS OF OHIO, INC.

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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. One percent (1%) by volume of oxygen,
- 2. Seven (7) 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;
- 3. Four percent (4%) by volume of nitrogen,
- 4. Two percent (2%) by volume of carbon dioxide,
- 3. Five percent (5%) by volume of a combined total of carbon dioxide and nitrogen components;

Filed Pursuant to PUCO Entry dated August 4, 2010 in Case No. 10-875-GA-ATA.

Issued: August 18, 2010 Effective: August 4, 2010

Third Revised Sheet No. 38

Cancels
Second Revised Sheet No. 38

### COLUMBIA GAS OF OHIO, INC.

# 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. Twenty (20) 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 nine hundred and sixty seven (967) Btu per standard cubic foot, and shall have a Utilization Factor of one thousand, three hundred (1,300) plus or minus six percent (6%). The Utilization Factor, as used herein, shall be the Btu content per cubic foot of the gas divided by the square root of the specific gravity of the gas. However, Company shall not be obligated to accept gas which it believes may adversely affect the standard of public utility service offered by Company, or gas which it believes may adversely affect the operation of the gas-burning equipment of its customers.

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

#### 7. AUTHORIZED DAILY VOLUME

Customer's Authorized Daily Volume on any day consists of the sum of Customer's transported volumes (as determined herein) plus any Backup 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 8 hereof. Consumption at Customer's facility in excess of the Authorized Daily Volume is interruptible service, and upon notice to Customer, Company may require Customer to reduce consumption to Customer's Authorized Daily Volume whenever Company, in its discretion, deems necessary to do so. Company may, at its option, require such reductions in consumption by Large General Transportation Service Customers prior to imposing similar reductions on Small General and General Transportation Service Customers. The Authorized Daily Volume for an Aggregation Pool shall equal the sum of the Authorized Daily Volumes (including Backup Service) for each Customer in the Aggregation Pool.

 $Filed \ in \ accordance \ with \ Public \ Utilities \ Commission \ of \ Ohio \ Order \ dated \ August \ 4,2010 \ in \ Case \ No. \ 10-875-GA-ATA.$ 

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Summary: Report electronically filed by Ms. Vila A. Misner on behalf of Columbia Gas of Ohio, Inc