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Direct: 614.315.3391 MLThompson@nisource.com



January 27, 2023

Ms. Tanowa Troupe Secretary, Office of Administration Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215

RE: 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 Nos. 21-0637-GA-AIR, et al. Case No. 89-8003-GA-TRF

Dear Ms. Troupe:

In compliance with the Public Utilities Commission of Ohio's Opinion and Order dated January 26, 2023, in the above-referenced cases, enclosed please find the tariffs reflecting the order to be effective on March 1, 2023.

Please contact me directly with any questions.

Very truly yours,

Melissa L. Thompson Director of Regulatory Policy

CERTIFICATE OF SERVICE

The Public Utilities Commission of Ohio's e-filing system will electronically serve notice of the filing of this document on the parties referenced on the service list of the docket card who have electronically subscribed to the case. In addition, the undersigned hereby certifies that a copy of the foregoing document is also being served on the 27th of January, 2023, upon the parties listed below.

|s| John R. Ryan John R. Ryan

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COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

	INDEX		
Part	<u></u>	Sheet	
Number		Number	
	Summary of Currently Effective Rates Definitions	le	
	Definitions	1d	
SECTION	I – SERVICE		
1	Application for Service	2	
2	Turning on Gas	2	
3	Service Not Transferable	2	
4	Minimum Service Standards	2	
5	Continuity of Service	2-3	
6	Utilization Factor	3	
7	Service Not to be Disturbed	3	
8	No Customer Shall Sell to Another	3	
9	Access to Premises	3	
10	Customer's Responsibility	3	
11	Right-of-Way	3	
12	Charges and Payment for Temporary Service	4	
13	Customer Indebted to Company	4	
14	Customer Shall Satisfactorily Secure Account	4	
15	Right to Shut Off Gas	4	
16	Change of Address of Customer	5	
17	Information Relative to Service	5	
1	II - METERING AND BILLING Quantity of Gas Delivered by Meter	5	
2	Customer With More than One Meter	6	
3	Backbilling	6	
4	Billing Periods	6	
5	Payment of Bills	6	
6	Removal By, and Change in Financial Status of Customer	7	
7	Bill Format and Billing Procedure	7	
CECTION	THE DIVISION PROBERTY		
SECTION 1	III - PHYSICAL PROPERTY Service Lines	6-6b	
2	Pressure Regulators	7	
3	Meter Furnished	7	
4	Meter Location	7	
5	Only Company Can Connect Meter	7	
6	House Piping	7	
7	Appliances	7	
8	Standards for Customer's Property	8	
8 9	Discontinuance of Supply on Notice of Defect in Customer's Property	8	
	No Responsibility for Material or Workmanship		
10		8	
11	Inspection of Altered Piping	8	
12	Extension of Distribution Mains	9-10	
13	Addition and Replacement of Facilities	10	

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

36

37-38a

COLUMBIA GAS OF OHIO, INC. RULES AND REGULATIONS GOVERNING THE DISTRIBUTION $$\frac{\mathrm{INDEX}}{}$$

	MOLA	
Part		Sheet
Number		Number
	SECTION IV – GENERAL	
1	Obligation To Serve	10
1a	Core Market	10
1b	Non-Core Market	11
2	Rules and Regulations Subject to Orders Issued by PUCO	11
3	Company Reserves the Right to Modify, Alter or Amend Rules and Regulations	11
4	Termination Procedure for Non-payment	11
4a	Residential Termination Procedure for Nonpayment	11
4b	Small Commercial Termination Procedure for Non-payment	11
4c	Advance Notice of Disconnection or Termination of Service	11
	Reserved for Future Use	12
6	Miscellaneous Charges	13
	Reconnection Trip Charge	13
	Collection Charge	13
	Dishonored Check Charge	13
	Late Payment Charge	13
	Tie-in Charge	14
	Theft of Service Investigation Fee	14
	Meter Test Charge	14
	SECTION V - SALES SERVICE	
1	Definitions	14
_	Definitions	15-15a
2	Sales Rates	16
	Small General Service (SGS)	16
	Small General Service (SGS)	17
	General Service (GS)	18
	General Service (GS)	19
	Large General Service (LGS)	20
	Large General Service (LGS)	21
2	Standard Choice Offer Rider (SCO)	22
3	Sales Billing Adjustments	23
	Reserved for Future Use	23
	PIP Plan Tariff Schedule Rider	24
	Excise Tax Rider	25
	Non-Temperature Balancing Service	26
	Infrastructure Replacement Program Rider	27
	Demand Side Management Rider	28
	Uncollectible Expense Rider	29
	Gross Receipts Tax Rider CHOICE/SCO Recognition Biden (CSPR)	30
	CHOICE/SCO Reconciliation Rider (CSRR) Reserved for Future Use	30a 30b
	Infrastructure Development Rider (IDR) Capital Expenditure Program Rider	30c 30d
		30d
	SECTION VI – GAS TRANSPORTATION SERVICE	21.22
1	Definitions C. T. T. C.	31-33
2	Requirements For Transportation Service	33a
3	Service Agreement	33a
4 5	Deliveries of Customer Owned Gas	34
3	Measurement Heat Content Adjustment	34
	Heat Content Adjustment Macsurement at Point(s) of Receipt with Interstate Pinaline	34-35 35-36
	Measurement at Point(s) of Receipt with Interstate Pipeline Measurement at Other Point(s) of Receipt	35-36 36
	Accounting for Monthly Deliveries	36
6	Quality of Gas Delivered to Company	
6	Quality of Gas at Point(s) of Receipt with an Interstate Pineline	36 36

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Quality of Gas at Point(s) of Receipt with an Interstate Pipeline

Quality of Gas at Other Point(s) of Receipt

	INDEX	
Part		Sheet
Number(s)		No
7	Authorized Daily Volume	40-41
8	Interruption	41-42
9	Deficiencies in Deliveries to Company	43
10	Warranty of Title	43
11	Late Payment Charge	43
12	Charges for Third Party Services	44
13	Provision for Human Needs and Welfare Customers	44
14	Optional Services	44
15	Termination of Service	44
16	Operation and Maintenance Costs	44-45
17	Other Rules and Regulations	46
18	Obligation to Serve Following Termination of Transportation Agreement	46
19	Capacity Release Option	46
20	Aggregation Service	47-48c
21	Transportation Rates	49
	Small General Transportation Service (SGTS)	49-51
	Small General Transportation Service (SGTS)	51
	Reserved for Future Use	52
	General Transportation Service (GTS)	53-55
	Large General Transportation Service (LGTS)	56-59
22	Standby Service	59-60
23	Gas Transfer Service	61-62
	Reserved for Future Use	63
	Reserved for Future Use	64
24	Operational Flow/Operational Matching Orders	65-66a
25	Banking and Balancing Service	67-69
26	Gas Transportation Service Billing Adjustments	70
	PIP Plan Tariff Schedule Rider	70
	Uncollectible Expense Rider	71
	Gross Receipts Tax Rider	72
	Excise Tax Rider	73
	Infrastructure Replacement Program Rider	74
	Demand Side Management Rider	75
	Infrastructure Development Rider	76
1 41	Capital Expenditure Program Rider	77
1-41	SECTION VII – COMPETITIVE RETAIL NATURAL GAS SERVICE	
1-8	SECTION VIII – GAS SUPPLY AUCTION FOR STANDARD SERVICE AUCTION	

COLUMBIA GAS OF OHIO, INC. SUMMARY OF CURRENTLY EFFECTIVE RATES

The following is a summary of Company's currently effective base rates and riders for all customer classes. For more details regarding all of Columbia's rates and riders, please see the remaining Rules and Regulations Governing the Distribution and Sale of Gas contained herein.

Rate SGS - Small General Sales Rate

\$38.62 per account per Month
\$0.4759 per Ccf
\$0.1633 per Mcf
\$0.0353 per Mcf
(\$0.0816) per Mcf
\$0.73 per account per Month
\$1.40 per account per Month
\$0.2132 per Mcf
\$0.2700 per Mcf
\$0.11 per account per Month
4.987%
\$0.1593 per Mcf
\$0.0877 per Mcf
\$0.0411 per Mcf

Rate SGSS – Small General Schools Sales Rate

Monthly Delivery Charge	\$35.72 per account per Month
Standard Choice Offer Rider	\$0.4759 per Ccf
PIP Plan Tariff Schedule Rider	\$0.1633 per Mcf
Uncollectible Expense Rider	\$0.0353 per Mcf
CHOICE/SCO Reconciliation Rider	(\$0.0816) per Mcf
Infrastructure Replacement Program Rider	\$0.73 per account per Month
Capital Expenditure Program Rider	\$1.40 per account per Month
Demand Side Management Rider	\$0.2132 per Mcf
Non-Temperature Balancing Service Fee	\$0.2700 per Mcf
Infrastructure Development Rider	\$0.11 per account per Month
Gross Receipts Tax Rider	4.987%
Excise Tax Rider	
First 100 Mcf per account per Month	\$0.1593 per Mcf
Next 1,900 Mcf per account per Month	\$0.0877 per Mcf
Over 2,000 Mcf per account per Month	\$0.0411 per Mcf

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Rate GS – General Sales Rate

Monthly Delivery Charge	\$150.00 per account per Month
First 25 Mcf per account per Month	\$1.9132 per Mcf
Next 75 Mcf per account per Month	\$1.4283 per Mcf
Over 100 Mcf per account per Month	\$1.1084 per Mcf
Standard Choice Offer Rider	\$0.4759 per Ccf
PIP Plan Tariff Schedule Rider	\$0.1633 per Mcf
Uncollectible Expense Rider	\$0.0353 per Mcf
CHOICE/SCO Reconciliation Rider	(\$0.0816) per Mcf
Infrastructure Replacement Program Rider	\$7.60 per account per Month
Capital Expenditure Program Rider	\$10.32 per account per Month
Non-Temperature Balancing Service Fee	\$0.2700 per Mcf
Infrastructure Development Rider	\$0.11 per account per Month
Gross Receipts Tax Rider	4.987%
Excise Tax Rider	
First 100 Mcf per account per Month	\$0.1593 per Mcf
Next 1,900 Mcf per account per Month	\$0.0877 per Mcf
Over 2,000 Mcf per account per Month	\$0.0411 per Mcf

Rate GSS – General Schools Sales Rate

Monthly Delivery Charge First 25 Mcf per account per Month Next 75 Mcf per account per Month Over 100 Mcf per account per Month	\$138.75 per account per Month \$1.7697 per Mcf \$1.3212 per Mcf \$1.0252 per Mcf
Standard Choice Offer Rider PIP Plan Tariff Schedule Rider Uncollectible Expense Rider CHOICE/SCO Reconciliation Rider Infrastructure Replacement Program Rider Capital Expenditure Program Rider Non-Temperature Balancing Service Fee Infrastructure Development Rider Gross Receipts Tax Rider Excise Tax Rider	\$0.4759 per Ccf \$0.1633 per Mcf \$0.0353 per Mcf (\$0.0816) per Mcf \$7.60 per account per Month \$10.32 per account per Month \$0.2700 per Mcf \$0.11 per account per Month 4.987%
First 100 Mcf per account per Month Next 1,900 Mcf per account per Month Over 2,000 Mcf per account per Month	\$0.1593 per Mcf \$0.0877 per Mcf \$0.0411 per Mcf

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Rate LGS – Large General Sales Rate

Monthly Delivery Charge First 2,000 Mcf per account per Month Next 13,000 Mcf per account per Month Next 85,000 Mcf per account per Month Over 100,000 Mcf per account per Month	\$4,140.00 per account per Month \$0.7241 per Mcf \$0.4440 per Mcf \$0.3874 per Mcf \$0.3063 per Mcf
Standard Choice Offer Rider PIP Plan Tariff Schedule Rider CHOICE/SCO Reconciliation Rider Infrastructure Replacement Program Rider Capital Expenditure Program Rider Non-Temperature Balancing Service Fee Infrastructure Development Rider Gross Receipts Tax Rider Excise Tax Rider	\$0.4759 per Ccf \$0.1633 per Mcf (\$0.0816) per Mcf \$338.45 per account per Month \$243.38 per account per Month \$0.2700 per Mcf \$0.11 per account per Month 4.987%
First 100 Mcf per account per Month Next 1,900 Mcf per account per Month Over 2,000 Mcf per account per Month	\$0.1593 per Mcf \$0.0877 per Mcf \$0.0411 per Mcf

Rate LGSS – Large General Schools Sales Rate

Monthly Delivery Charge First 2,000 Mcf per account per Month Next 13,000 Mcf per account per Month Next 85,000 Mcf per account per Month Over 100,000 Mcf per account per Month	\$3,829.50 per account per Month \$0.6698 per Mcf \$0.4107 per Mcf \$0.3584 per Mcf \$0.2833 per Mcf
Standard Choice Offer Rider PIP Plan Tariff Schedule Rider CHOICE/SCO Reconciliation Rider Infrastructure Replacement Program Rider	\$0.4759 per Ccf \$0.1633 per Mcf (\$0.0816) per Mcf \$338.45 per account per Month
Capital Expenditure Program Rider Non-Temperature Balancing Service Fee	\$243.38 per account per Month \$0.2700 per Mcf
Infrastructure Development Rider Gross Receipts Tax Rider	\$0.11 per account per Month 4.987%
Excise Tax Rider First 100 Mcf per account per Month Next 1,900 Mcf per account per Month Over 2,000 Mcf per account per Month	\$0.1593 per Mcf \$0.0877 per Mcf \$0.0411 per Mcf

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Rate SGTS – Small General Transportation Service

Monthly Delivery Charge	\$38.62 per account per Month
PIP Plan Tariff Schedule Rider	\$0.1633 per Mcf
Uncollectible Expense Rider	\$0.0353 per Mcf
Infrastructure Replacement Program Rider	\$0.73 per account per Month
Capital Expenditure Program Rider	\$1.40 per account per Month
Demand Side Management Rider	\$0.2132 per Mcf
Infrastructure Development Rider	\$0.11 per account per Month
Gross Receipts Tax Rider	4.987%
Excise Tax Rider	
First 100 Mcf per account per Month	\$0.1593 per Mcf
Next 1,900 Mcf per account per Month	\$0.0877 per Mcf
Over 2,000 Mcf per account per Month	\$0.0411 per Mcf

Rate SGTSS – Small General Transportation Schools Service

Monthly Delivery Charge	\$35.72 per account per Month
PIP Plan Tariff Schedule Rider	\$0.1633 per Mcf
Uncollectible Expense Rider	\$0.0353 per Mcf
Infrastructure Replacement Program Rider	\$0.73 per account per Month
Capital Expenditure Program Rider	\$1.40 per account per Month
Demand Side Management Rider	\$0.2132 per Mcf
Infrastructure Development Rider	\$0.11 per account per Month
Gross Receipts Tax Rider	4.987%
Excise Tax Rider	
First 100 Mcf per account per Month	\$0.1593 per Mcf
Next 1,900 Mcf per account per Month	\$0.0877 per Mcf
Over 2,000 Mcf per account per Month	\$0.0411 per Mcf

Rate GTS - General Transportation Service

Monthly Delivery Charge	\$150.00 per account per Month
First 25 Mcf per account per Month	\$1.9132 per Mcf
Next 75 Mcf per account per Month	\$1.4283 per Mcf
Over 100 Mcf per account per Month	\$1.1084 per Mcf
PIP Plan Tariff Schedule Rider	\$0.1633 per Mcf
Uncollectible Expense Rider	\$0.0353 per Mcf
Infrastructure Replacement Program Rider	\$7.60 per account per Month
Capital Expenditure Program Rider	\$10.32 per account per Month
Infrastructure Development Rider	\$0.11 per account per Month
Gross Receipts Tax Rider	4.987%
Excise Tax Rider	
First 100 Mcf per account per Month	\$0.1593 per Mcf
Next 1,900 Mcf per account per Month	\$0.0877 per Mcf
Over 2,000 Mcf per account per Month	\$0.0411 per Mcf

Rate GTSS - General Transportation Schools Service

Monthly Delivery Charge First 25 Mcf per account per Month Next 75 Mcf per account per Month Over 100 Mcf per account per Month	\$138.75 per account per Month \$1.7697 per Mcf \$1.3212 per Mcf \$1.0252 per Mcf
PIP Plan Tariff Schedule Rider Uncollectible Expense Rider Infrastructure Replacement Program Rider Capital Expenditure Program Rider Infrastructure Development Rider Gross Receipts Tax Rider	\$0.1633 per Mcf \$0.0353 per Mcf \$7.60 per account per Month \$10.32 per account per Month \$0.11 per account per Month 4.987%
Excise Tax Rider First 100 Mcf per account per Month Next 1,900 Mcf per account per Month Over 2,000 Mcf per account per Month	\$0.1593 per Mcf \$0.0877 per Mcf \$0.0411 per Mcf

Rate LGTS - Large General Transportation Service

Monthly Delivery Charge	\$4,140.00 per account per Month
First 2,000 Mcf per account per Month	\$0.7241 per Mcf
Next 13,000 Mcf per account per Month	\$0.4440 per Mcf
Next 85,000 Mcf per account per Month	\$0.3874 per Mcf
Over 100,000 Mcf per account per Month	\$0.3063 per Mcf
PIP Plan Tariff Schedule Rider	\$0.1633 per Mcf
Infrastructure Replacement Program Rider	\$338.45 per account per Month
Capital Expenditure Program Rider	\$243.38 per account per Month
Infrastructure Development Rider	\$0.11 per account per Month
Gross Receipts Tax Rider	4.987%
Excise Tax Rider	
First 100 Mcf per account per Month	\$0.1593 per Mcf
Next 1,900 Mcf per account per Month	\$0.0877 per Mcf
Over 2,000 Mcf per account per Month	\$0.0411 per Mcf
Unaccounted-For Gas	1%

Rate LGTSS - Large General Transportation Schools Service

Monthly Delivery Charge	\$3,829.50 per account per Month
First 2,000 Mcf per account per Month	\$0.6698 per Mcf
Next 13,000 Mcf per account per Month	\$0.4107 per Mcf
Next 85,000 Mcf per account per Month	\$0.3584 per Mcf
Over 100,000 Mcf per account per Month	\$0.2833 per Mcf
PIP Plan Tariff Schedule Rider	\$0.1633 per Mcf
Infrastructure Replacement Program Rider	\$338.45 per account per Month
Capital Expenditure Program Rider	\$243.38 per account per Month
Infrastructure Development Rider	\$0.11 per account per Month
Gross Receipts Tax Rider	4.987%
Excise Tax Rider	
First 100 Mcf per account per Month	\$0.1593 per Mcf
Next 1,900 Mcf per account per Month	\$0.0877 per Mcf
Over 2,000 Mcf per account per Month	\$0.0411 per Mcf
Unaccounted-For Gas	1%

Rate FRSGTS - Full Requirements Small General Transportation Service

Monthly Delivery Charge Standard Choice Offer Rider	\$38.62 per account per Month \$0.4759 per Ccf
PIP Plan Tariff Schedule Rider	\$0.1633 per Mcf
Uncollectible Expense Rider	\$0.0353 per Mcf
CHOICE/SCO Reconciliation Rider	(\$0.0816) per Mcf
Infrastructure Replacement Program Rider	\$0.73 per account, per Month
Capital Expenditure Program Rider	\$1.40 per account, per Month
Demand Side Management Rider	\$0.2132 per Mcf
Non-Temperature Balancing Service Fee	\$0.2700 per Mcf
Infrastructure Development Rider	\$0.11 per account, per Month
Gross Receipts Tax Rider	4.987%
Excise Tax Rider	
First 100 Mcf per account per Month	\$0.1593 per Mcf
Next 1,900 Mcf per account per Month	\$0.0877 per Mcf
Over 2,000 Mcf per account per Month	\$0.0411 per Mcf

Rate FRSGTSS – Full Requirements Small General Transportation Schools Service

Monthly Delivery Charge	\$35.72 per account per Month
Standard Choice Offer Rider	\$0.4759 per Ccf
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Infrastructure Development Rider	\$0.11 per account per Month
Gross Receipts Tax Rider	4.987%
Excise Tax Rider	
First 100 Mcf per account per Month	\$0.1593 per Mcf
Next 1,900 Mcf per account per Month	\$0.0877 per Mcf
Over 2,000 Mcf per account per Month	\$0.0411 per Mcf

Rate FRGTS - Full Requirements General Transportation Service

Monthly Delivery Charge	\$150.00 per account per Month
First 25 Mcf per account per Month	\$1.9132 per Mcf
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Over 2,000 Mcf per account per Month	\$0.0411 per Mcf

Rate FRGTSS – Full Requirements General Transportation Schools Service

Monthly Delivery Charge First 25 Mcf per account per Month Next 75 Mcf per account per Month Over 100 Mcf per account per Month	\$138.75 per account per Month \$1.7697 per Mcf \$1.3212 per Mcf \$1.0252 per Mcf
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Excise Tax Rider First 100 Mcf per account per Month Next 1,900 Mcf per account per Month Over 2,000 Mcf per account per Month	\$0.1593 per Mcf \$0.0877 per Mcf \$0.0411 per Mcf

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Rate FRLGTS - Full Requirements Large General Transportation Service

Monthly Delivery Charge	\$4,140.00 per account per Month
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Over 2,000 Mcf per account per Month	\$0.0411 per Mcf

Rate FRLGTSS – Full Requirements Large General Transportation Schools Service

Monthly Delivery Charge	\$3,829.50 per account per Month
First 2,000 Mcf per account per Month	\$0.6698 per Mcf
Next 13,000 Mcf per account per Month	\$0.4107 per Mcf
Next 85,000 Mcf per account per Month	\$0.3584 per Mcf
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Next 1,900 Mcf per account per Month	\$0.0877 per Mcf
Over 2,000 Mcf per account per Month	\$0.0411 per Mcf

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Rate FRCTS - Full Requirements Cooperative Transportation Service

Monthly Delivery Charge \$30.00 per account per Month

First 25 Mcf per account per Month \$1.0042 per Mcf Over 25 Mcf per account per Month \$0.9282 per Mcf

Infrastructure Development Rider \$0.11 per account, per Month

Gross Receipts Tax Rider 4.987%

Excise Tax Rider

First 100 Mcf per account per Month

Next 1,900 Mcf per account per Month

Over 2,000 Mcf per account per Month

\$0.0877 per Mcf

\$0.0411 per Mcf

Banking and Balancing Service - Maximum Percent of Annual Transportation Volumes

Monthly Bank Tolerance 1%	\$0.0083 per Mcf
Monthly Bank Tolerance 2%	\$0.0143 per Mcf
Monthly Bank Tolerance 3%	\$0.0203 per Mcf
Monthly Bank Tolerance 4%	\$0.0263 per Mcf

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

<u>DEFINITIONS</u> (As used in Sections I through IV)

- A. "Account" includes all gas consumption of the same individual, governmental entity or corporate entity (including subsidiaries and affiliates), that (1) occurs at a single service address; (2) is measured by a master meter; or (3) Company treated as a single "Account" prior to November 1, 2008.
- B. "Backup Service" means Standby Service available to all Transportation Service Customers.
- C. "CHOICE" means the program under which CHOICE Eligible Customers may choose their natural gas suppliers.
- D. "CHOICE Eligible Customer" means all Human Needs Customers and all Customers using less than 6,000 Mcf per year, excluding 1) Customers of PIPP, 2) Customers of Transportation Service and 3) Customers that are more than 60 days in arrears, or more than 30 days in arrears if on a payment plan.
- E. "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, 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. Combination commercial and residential accounts will be considered commercial if usage is half or more than half of the total service.
- F. "Company" or "Columbia" means Columbia Gas of Ohio, Inc.
- G. "Customer" means any individual, governmental, or corporate entity taking service hereunder. A Customer may have more than one Account, as defined herein. The Company's service under the applicable rate schedules is provided to a single Account.
- H. "Facilities" means the Customer's property, factories, and buildings where natural gas is being consumed.
- I. "Industrial Customer" means a Customer using gas in a process which either involves the extraction of raw or unfinished materials in another form or product through the application of heat or heat treating, steam agitation, evaporation, baking, extraction, drying, distilling, etc.
- J. "Mcf" means one thousand cubic feet of natural gas.
- K. "PUCO" means the Public Utilities Commission of Ohio.
- L. "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.
- M. "SCO" is an acronym that stands for Standard CHOICE Offer.
- N. "Standby Service" means a type of backup service available to Transportation Service Customers served under Columbia's General Transportation Service rate schedules SGTS, GTS and LGTS 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.
- O. "Transportation Service Customers" means a non-residential class customer account provided gas service under Columbia's Small General Transportation Service, General Transportation Service or Large General Transportation Service rate schedules.

Fourth Revised Sheet No. 2 Cancels Third Revised Sheet No. 2

COLUMBIA GAS OF OHIO, INC.

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 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 or she 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 or her 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 PUCO has granted a waiver the Company shall comply with any entry granting such waiver. Copies of these rules 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, pandemics, 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.

Fifth Revised Sheet No. 3

Cancels

Fourth Revised 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, or when an upstream supplier suspends service to Company.

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 between 1287 and 1400. This factor shall be maintained as nearly uniform as practicable.

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 between 1287 and 1400 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.** No Customer shall supply or sell gas for use in any location other than that specified in the application for service, with the sole exception that the supply or sale of gas for use as a vehicle fuel is permitted.
- 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. The Company shall have access to its property and equipment at the premises of a Customer. Upon request, an employee shall identify him or herself, provide company photo identification, and state the reason for the access to the premises.
- 10. Customer's Responsibility. Customer assumes all responsibility for house piping downstream from the outlet side of the meter, and for the installation, maintenance, and use of appliances in connection therewith. Customer 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 will make or procure conveyance to Company, at no cost, of right-of-way satisfactory to Company 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. Customer will also be responsible to obtain right-of-way, at no cost to the Company, across any private property not owned or controlled by the Customer if such right-of-way is necessary to serve the Customer. Customer will be denied service or have service disconnected, as applicable, if Customer refuses or is unable to procure a right-of-way at no cost to Company. Customer will also ensure free and clear access to Company facilities and equipment. Customer will be financially responsible to Company for the removal of any such encroachments that create a safety hazard to Company property.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

- 12. Charges and Payment for Temporary Service. In addition to regular payments for gas used, Customer shall pay the cost for all material, labor, and all other necessary expense incurred by the Company in supplying gas service to Customer at his or her request for any temporary purpose or use. Temporary service shall not be considered to be initial operation of residential or nonresidential gas service for purposes of compliance with Rule 4901:1-13-05(A)(3) of the Ohio Administrative Code.
- 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 Chapter 4901:1-18 of the Ohio Administrative Code and any subsequent amendments thereto, which Chapter 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 and procedures of Section 4933.17 of the Ohio Revised Code and Chapter 4901:1-17 of the Ohio Administrative Code. If the Company determines that a Residential Customer must demonstrate financial responsibility, the Company will fully inform each customer of all available options for establishing financial responsibility pursuant to Section 4933.17 of the Ohio Revised Code and Chapter 4901:1-17 of the Ohio Administrative Code. If a Residential Customer establishes financial responsibility with a deposit, the Company shall bill the deposit in no fewer than three installments where each payment will be due along with current charges, unless otherwise elected by the customer. Copies of the statutes and rules 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;
- (4) Pursuant to rules of the Public Utilities Commission of Ohio as amended from time to time;
- (5) Whenever deemed necessary by the Company for safety reasons.
- 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.

Fourth Revised Sheet No. 5

Cancels
Third Revised Sheet No. 5

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

- 16. Change of Address of Customer. When Customer changes his or her address, he or she 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.
- 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 Rule 4901:1-1-03 of the Ohio Administrative Code, as amended from time to time.

SECTION II - METERING AND BILLING

1. 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. When the meter is not read, the Company may estimate the quantity of gas consumed and render a bill for such quantity.

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.

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 is shown to have occurred, the Company shall reimburse the Customer in the amount of any such overpayment and the Customer shall pay the Company the amount of any 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 the Meter Test Charge as set forth in Section IV, Part No. 6(h) of the Company's Rules and Regulations governing the distribution and sale of gas. Notwithstanding the foregoing, the Customer shall be entitled to a free meter test, regardless of accuracy, once every three years.

Sixth Revised Sheet No. 6

Cancels

Fifth Revised Sheet No. 6

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

- 2. Customer With More than One Meter. A Customer may be supplied through more than one meter, with the usage combined for one billing and counted as one Account, subject to the following conditions:
 - A. **Provided all meters qualify for the same rate schedule.** If the usage on two or more meters is to be combined for routine billing purposes, all meters to be combined must qualify for the same rate schedule;
 - B. Provided all meters are located within the confines of or adjacent to the particular property served. Combined usage for billing purposes shall be restricted to meters located within the confines of or adjacent to the property being served;
 - C. **Provided the additional meters are a necessary part of rendering service.** Combined usage of multiple meters for billing purposes shall be restricted to those situations where the additional meters are a necessary part of rendering service; and
 - D. Provided the combining of usage is not for the purpose of circumventing the Monthly Delivery Charge or Customer Charge of a rate schedule.

The above conditions apply to any newly established Accounts, as well as to any meters that a customer desires to add to an existing Account.

- **3. Back Billing.** The Company's policy on back billing shall comply with the orders of the PUCO, 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.
- **4. Billing Periods.** Bills ordinarily are rendered regularly at monthly intervals, but may be rendered more or less frequently for good cause. Non-receipt of bills by customer does not release or diminish the obligation of customer with respect to payment thereof.

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 Section I, Part 15 of these Rules and Regulations.

- 5. 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.

Second Revised Sheet No. 6a Cancels First Sheet No. 6a

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

- 6. 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.
- 7. **Bill Format and Billing Procedure.** The Company's bill format and billing procedure shall comply with Rules 4901:1-13-11 and 4901:1-29-12 of the Ohio Administrative Code as amended from time to time.

SECTION III - PHYSICAL PROPERTY

- 1. 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. These connections consisting of the connection at the main and necessary pipe and appurtenances shall be made by the Company, or its representative, without cost to the Customer and they remain the property of the Company.
 - (a) **Service Line**. The Service Line Connection consists of the connection at the main, necessary pipe and appurtenances to extend to the meter valve. This connection shall be made by the Company, or its representative, without cost to the Customer and it remains the property of the Company.

The Company shall have the right to prescribe the size, location and termination points of the Customer Service Line after discussion with the property owner. Nothing in this section precludes or inhibits a customer from exercising its rights to file a complaint pursuant to Section 4905.26 of the Ohio Revised Code.

A customer served by the GS or LGS rate schedule has the option to locate or relocate its service line or other facilities installed by Columbia in a manner different from that proposed by Columbia, provided that the Customer's preferred alternative is safe, meets Columbia's internal gas standards, does not impede or adversely impact any other customer's service, and does not pose any additional hazard. Any service line location or relocation pursuant to this paragraph shall be paid for by the customer. If a GS or LGS customer makes a service line location or relocation request and Columbia requires land acquisition to meet this request, Columbia will inform the GS or LGS customer of the cost of such acquisition to be paid by the GS or LGS customer. If the GS or LGS customer determines this cost is excessive, then the request for a service line location or relocation is automatically rescinded. The foregoing provisions do not relieve Columbia from its obligation of proposing reasonable locations for the installation of facilities to serve a customer.

- (b) **Natural Gas Riser.** A Natural Gas Riser is the vertical portion of the Service Line that connects the balance of the Service Line to the meter setting. A Natural Gas Riser can also be used to connect the balance of the Service Line to the service regulator setting.
- (c) **Responsibility for Repair or Replacement of Prone to Failure Natural Gas Risers.** Pursuant to PUCO orders in Case No. 07-0478-GA-UNC, the Company has assumed responsibility for the replacement of existing prone to failure risers and associated hazardous Service Lines, as identified in Case No. 05-0463-GA-COI.
- (d) Responsibility for Repair or Replacement of Service Line Not Associated with a Prone to Fail Riser. The Service Line shall be repaired or replaced by the Company, or its representative, in those cases where a leak or condition in or on the Service Line is determined by the Company to be a "Hazardous Service Line Leak."
- (e) **Definition of Hazardous Service Line Leak.** A Hazardous Service Line Leak is a condition that is identified on the Service Line and which, as determined by the Company, either presents an existing or probable hazard to persons or property or requires a scheduled repair or replacement based upon severity or location.

Second Revised Sheet No. 6b Cancels First Revised Sheet No. 6b

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

- (f) **Treatment of Hazardous Service Line Leaks.** The Company will immediately take action to repair or replace, or schedule for repair or replacement, Hazardous Service Line Leaks based on the severity of the leak and the probable hazard to persons and property. The repair or replacement of a Hazardous Service Line Leak which requires immediate discontinuation of service to the Customer due to the severity of the condition will be completed by the end of the first full day after service is discontinued, unless the Company is unable to perform the repairs or replacements due to lack of access or unsafe working conditions. The Customer and the Company may also agree upon a mutually acceptable timeframe for the completion of repairs or replacements requiring either a discontinuation of service or a scheduled discontinuation of service.
- (g) Company Rights and Responsibilities. The Company assumes financial responsibility for repair or replacement of all Hazardous Service Line Leaks and for repair or replacement of Natural Gas Risers prone to failure. Ownership of each Service Line will continue to remain with the Customer until such time as a repair or replacement of these facilities is required. At that point, any investment made by the Company in the repair or replacement of the facilities will be the property of the Company. The Company may terminate gas service where the Customer has refused access to the premises for the repair or replacement of a Hazardous Service Line Leak or replacement of Natural Gas Risers prone to failure.
- (h) Customer's Rights and Responsibilities. The Customer shall be responsible at all times for the safekeeping of Service Lines installed on Customer's premise. The Customer or Customer's agent shall be liable for the cost of repairs for damage done to the Service Line due to negligence, encroachments, or misuse by the Customer or Customer's agent on the Customer's premises.
- (i) **Testing and Certification of Results.** The Company is responsible for the testing of the Service Line at no cost to the Customer and is also responsible for the evaluation, classification and documentation of leaks or conditions where repair or replacement are warranted. If the Customer has arranged for the replacement or repair of a prone to failure riser or a prone to failure riser and an associated Hazardous Service Line, the plumber will be responsible for testing the Service Line.

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

2. **Pressure Regulators.** Where service is provided from intermediate, medium, or high 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 can only be provided to an applicant for service directly off of a high pressure line, Columbia shall have the discretion to refuse such service.

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.

- **3. 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.
- **4. Meter Location.** The Company shall determine the location of the meter. If the meter becomes inaccessible or exposed to hazards, the Company will relocate the meter setting together with any portion of the Customer's service line necessary to accomplish such relocation.
- 5. 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.
- **6. 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.
- **7. Appliances.** The Customer shall own and maintain all gas-burning appliances. The Company shall have no obligation to install, maintain, or repair appliances.

Fifth Revised Sheet No. 8

Cancels

Fourth Revised Sheet No. 8

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

8. Standards for Customer's Property. The Customer's 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 Rule 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 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 Rule 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.

In the case of a defect or other unsatisfactory condition that is limited to a particular appliance or appliances, the Company may in its discretion shut off the flow of gas to the affected appliance(s) and establish service to the premises. In such cases, the necessary correction shall be made at the Customer's expense, and the Company shall not be responsible for inspecting or testing such corrections.

- 9. Discontinuance of Supply on Notice of Defect in Customer's Property. If the Customer's house 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 house lines until such defect or condition has been rectified by the Customer in compliance with the reasonable requirements of the Company.
- 10. 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 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.
- 11. 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.

Fourth Revised Sheet No. 9

Cancels
Third Revised Sheet No. 9

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

12. Extension of Distribution Mains. For the purposes of this provision applicants for service shall be considered as follows:

The Company will extend its distribution mains without cost up to but not more than a distance of one hundred (100) feet for each Applicant.

For any line extension agreement authorized by this paragraph 12, Company may enter into any commercially reasonable terms mutually agreed to by Company and Customer that are not explicitly determined in this section or elsewhere in Company's tariffs. For non-residential Customer line extensions, such commercially reasonable terms may include, but are not limited to, minimum revenue guarantees and adequate assurance of payments. Additionally, when necessitated by the scope or complexity of a potential line extension, Company and any potential Customer may enter into an agreement for Customer to reimburse Company for engineering services or any other necessary services or evaluation of such potential line extension.

Upon application for a residential service extension of main in excess of one hundred (100) feet per 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 herein above determined by the average cost per foot to the Company of similar size 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 one hundred (100) for each additional Applicant who becomes a bona fide Customer connected to the extension but not to laterals therefrom or to further extensions thereof. No refunds shall be paid after the expiration of seven (7) years from the date gas service is made available to Customer.

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, developers 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. In those instances where the main extension is for a Commission-approved economic development project, this deposit may be funded, in whole or in part, by dollars recovered by Columbia's Infrastructure Development Rider. The deposit will be refunded at the average cost of one hundred (100) feet for each bona fide Customer connected to the extension but not to laterals therefrom or to further extensions thereof. Any incremental revenue resulting from each additional Customer connected to the line extension for a Commission-approved economic development project will first be refunded through a credit to Infrastructure Development Rider. This refund priority will continue until the refund credit to the Infrastructure Development Rider equals that portion of the deposit previously recovered through the Infrastructure Development Rider. No refunds shall be made after the expiration of seven (7) years from the date gas service is made available to Customer.

Where a main extension is requested for mixed use (combination residential and commercial projects), commercial projects or industrial projects, 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 may 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. In those instances where the main extension is for a Commission-approved economic development project, this deposit may be funded, in whole or in part, by dollars recovered by Columbia's Infrastructure Development Rider. The deposit will be refunded

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Fifth Revised Sheet No. 10 Cancels Fourth Revised Sheet No. 10

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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. Any incremental revenue resulting from incremental volumes sold directly from the line extension for a Commission-approved economic development project will first be refunded through a credit to Infrastructure Development Rider. This refund priority will continue until the refund credit to the Infrastructure Development Rider equals that portion of the deposit previously recovered through the Infrastructure Development Rider. No refunds shall be made after the expiration of seven (7) years from the date gas service is made available to Customer.

In no case shall the total of refunds exceed the amount deposited for the extension. Refunds will only be made if the refund payment exceeds the administrative cost of producing the payment. Deposits will not draw interest. All extensions shall be the property of the Company.

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

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

13. Addition and Replacement of Facilities. Where it is necessary Company will construct additions, replacements, or betterments of its facilities in order to accommodate gas volumes delivered to the Customer. In the event the additions, replacements, or betterments are not deemed economically justified at the Company's expense, based on a cost-benefit study, the Company may require the Customer to enter into an agreement and deposit with the Company the estimated cost of that portion of the additions, replacements, or betterments which is not economically justified at the Company's expense based on such study. Such agreement may include any commercially reasonable terms mutually agreed to by Company and customer, including, but not limited to, minimum revenue guarantees and adequate assurance of payments. Such facilities shall remain the property of Company.

SECTION IV - GENERAL

1. Obligation To Serve

- **A.** Core Market. The Company is obligated to serve on a firm service basis: (1) 100 percent of Residential Customers, (2) 100 percent of the non-Transportation Service 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 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, but not be limited to hospitals, nursing homes, and residential correctional institutions, but shall exclude schools, hotels, and motels. Human Needs customer accounts that consume less than 6,000 Mcf annually, without 100% Backup Service, must subscribe for gas service under either the Company's CHOICE or SCO program. Non-residential Human Needs customer accounts, with 100% operable alternate fuel capability that consume 6,000 Mcf or more annually, are eligible for Transportation Service.

Sixth Revised Sheet No. 11 Cancels Fifth Revised Sheet No. 11

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

- Remaining Firm Service Customers. This category includes all Non-Residential and Human Needs Customer accounts served under rate schedules SGS, GS, LGS, FRSGTS, FRGTS and FRLGTS. All Non-Residential Customers using less than 6,000 Mcf per year must elect 100% Backup Service and therefore, must be classified as Remaining Firm Service with the exception of asphalt plants and grain dryers with annual usage of less than 6,000 Mcf and public school districts that were receiving Transportation Service as of October 7, 2009, including any new or existing facility placed into service in such public school district prior to March 31, 2013.
- **B. Non-Core Market**. The Company's Non-Core Market includes all Customers taking Transportation Service and consuming more than 6,000 Mcf annually; asphalt plants and grain dryers consuming at least 300 Mcf annually; and public school districts that received Transportation Service prior to October 7, 2009, including any new or existing facilities placed into service prior to March 31, 2013, except those volumes elected under Backup Service.
- 2. These Rules and Regulations are subject to and include as part thereof all orders, rules and regulations applicable to the Company from time to time issued or established by The Public Utilities Commission of Ohio under its emergency powers.
- 3. The Company reserves the right to modify, alter or amend the foregoing Rules and Regulations and to make such further and other rules and regulations as experience may suggest and as the Company may deem necessary or convenient in the conduct of its business.
- 4. Termination Procedure For Nonpayment.
 - **A. Residential Termination Procedure For Nonpayment.** The Company shall follow the termination procedure established in Chapter 4901:1-18 of the Ohio Administrative Code 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.

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.

Fourth Revised Sheet No. 12 Cancels Third Revised Sheet No. 12

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

[Reserved for future use]

Fourth Revised Sheet No. 13

Cancels
Third Revised Sheet No. 13

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

6. Miscellaneous Charges

The following charges shall apply to all classes of customers:

(a) Reconnection Trip Charge

If a service is reconnected after disconnection, a charge of fifty-two dollars (\$52.00) shall be assessed.

(b) <u>Connection Charge</u>

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) <u>Dishonored Check Charge</u>

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 eighteen dollars (\$18.00) for processing the dishonored check.

(d) <u>Late Payment Charge</u>

If a bill payment is not received by the company 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. The 1.5% shall not be charged to the Customer on a compound basis. 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 Rule 4901:1-18-04 of the Ohio Administrative Code.

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

6. (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 four hundred fifty-seven dollars (\$457.00) or actual cost, whichever is less, shall be assessed. Unauthorized use of service includes:

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

(f) Theft of Service Investigation Fee

Whenever the gas service meter, metering equipment, or associated property is damaged, interfered with, displaced, bypassed or otherwise tampered with by a customer, consumer or other person, or when a person not authorized by Company has reconnected service, and Company investigator has been dispatched to investigate the matter prior to disconnection, the customer shall pay an Investigation Fee of eighty eight dollars (\$88.00) prior to reconnection in addition to other required reconnection charges. The Investigation Fee will only be levied in those circumstances where the company has reasonable proof of the customer's fraudulent or damaging practice. Reasonable proof includes: an admission by the customer; documentation evidencing the fraudulent or damaging practice; or personal observation by Company personnel or representatives of Company.

(g) 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 forty dollars (\$40.00) shall be assessed. If the residential customer has not requested a meter test within three years or the meter was not operating within accepted tolerances, there shall be no charge for the test or removal.

SECTION V – SALES SERVICE

1. **Definitions** (As used herein)

- A "Account" includes all gas consumption of the same Customer (including subsidiaries and affiliates) that (1) occurs at a single service address; (2) is measured by a master meter; or (3) Company treated as a single "Account" prior to November 1, 2008.
- B "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.
- C. "Ccf" means one hundred cubic feet of natural gas.

Sixth Revised Sheet No. 15 Cancels Fifth Revised Sheet No. 15

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

- D. "CHOICE" means the program under which CHOICE Eligible Customers may choose their natural gas suppliers.
- E. **"CHOICE Eligible Customer"** means all Human Needs Customers and all Customers using less than 6,000 Mcf per year, excluding 1) Customers of PIPP, 2) Customers of Transportation Service and 3) Customers that are more than 60 days in arrears, or more than 30 days in arrears if on a payment plan.
- F. "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, 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. Combination commercial and residential accounts will be considered commercial if usage is half or more than half of the total service.
- G. "Company" or "Columbia" means Columbia Gas of Ohio, Inc.
- H. "Company's Billing Cycle" means the Company's accounting revenue month.
- I. "Competitive Retail Natural Gas Service" has the meaning set forth in division (J) of Section 4929.01 of the Ohio Revised Code.
- J. "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 Section 4905.90(e) of the Ohio Revised Code or any customers of such system be deemed a Cooperative under this tariff.
- K. "Customer" means any individual, governmental, or corporate entity taking sales service hereunder. A Customer may have more than one Account, as defined herein. The Company's service under the applicable rate schedules is provided to a single Account.
- L. "Customer's Billing Cycle" means the monthly period that occurs between monthly meter readings taken or estimated by Company for billing purposes at Customer's Facilities.
- M. "Customer's Facilities" means the Customer's property, factories, and buildings where natural gas is being consumed.
- N. "Day" means 24-hour period beginning at 9:00 a.m. central clock time.
- O. "Default Sales Service" or "DSS" means a Commission-regulated sales service provided by Columbia to: (1) Transition Customers, (2) those customers not eligible to participate in the CHOICE program or a Governmental Aggregation Program, and, (3) PIPP customers.
- P. "End-Use Customer" means the final user of gas and regulated delivery services.
- Q. "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.
- R. "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.

First Revised Sheet No. 15a Replaces Original Sheet No.15a

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

- S. "Human Needs Customer" means any service account, including Cooperative member customers, where the use of natural gas is for space heating of a permanent residence or for use by a governmental agency or public service organization that provides emergency or life support services. Human Needs Customers shall include, but is not limited to hospitals, nursing homes, student dormitories, and residential correctional institutions, but shall exclude schools, hotels and motels.
- T. "Industrial Customer" means a Customer using gas in a process which either involves the extraction of raw or unfinished materials in another form or product through the application of heat or heat treating, steam agitation, evaporation, baking, extraction, drying, distilling, etc.
- U. "Mcf" means one thousand cubic feet of natural gas.
- V. "PIPP" means Percentage of Income Payment Plan.
- W. "PUCO" means Public Utilities Commission of Ohio.
- X. "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.
- Y. "SCO Supplier" means a winning SCO Auction bidder that has received the right, and has the obligation, to provide natural gas commodity for a specified list of CHOICE eligible customers that have not elected a Competitive Retail Natural Gas Supplier and that are not served through Governmental Aggregation Programs.
- Z. "Transition Customers" means those customers eligible to participate in the CHOICE Program or Governmental Aggregation programs but who are not enrolled in either program nor assigned an SCO Supplier at the commencement of the billing month.

Tenth Revised Sheet No. 16 Cancels Ninth Revised Sheet No. 16

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

2. SALES RATES

SMALL GENERAL SERVICE

APPLICABILITY:

Applicable in all territories served by Company.

SMALL GENERAL SALES (SGS) RATE:

CHARACTER OF SERVICE:

Service provided under this schedule shall be considered firm service.

AVAILABILITY:

Available to all customer accounts provided DSS service that consume less than 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Small General Service (SGS) base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system, or non-natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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.

Beginning on March 1, 2023 (the "Proration Starting Date"), the Monthly Delivery Charge for any Customer account receiving service under this schedule at a particular location for less than a full month shall be reduced by a percentage equal to the product of 1/3 times the ratio of the number of Days during which the Customer did not receive service at the location during that month's billing cycle divided by the total number of Days in that month's billing cycle. Beginning no later than one year following the Proration Starting Date, the Monthly Delivery Charge for any Customer account receiving service under this schedule at a particular location for less than a full month shall be reduced by a percentage equal to the product of 2/3 times the ratio of the number of Days during which the Customer did not receive service at the location during that month's billing cycle divided by the total number of Days in that month's billing cycle. Beginning no later than two years following the Proration Starting Date, the Monthly Delivery Charge for any Customer account receiving service under this schedule at a particular location for less than a full month shall be reduced by a percentage equal to the ration of the number of Days during which the Customer did not receive service at the location during that month's billing cycle divided by the total number of Days in that month's billing cycle.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

SMALL GENERAL SCHOOLS SALES (SGSS) RATE:

CHARACTER OF SERVICE

Service provided under this schedule shall be considered firm service.

AVAILABILITY:

Available to all primary and secondary school customer accounts provided DSS service that consume less than 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Small General Schools Sales base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non-natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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

BILLING ADJUSTMENTS

For all gas sold under the SGS and SGSS rate schedules, the bill shall be computed to reflect the following billing adjustments as set forth in Section V, Part No. 3 of the Company's Rules and Regulations governing the distribution and sale of gas.

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

LATE PAYMENT CHARGE:

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

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Ninth Revised Sheet No. 18 Cancels Eighth Revised Sheet No. 18

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

GENERAL SERVICE

APPLICABILITY:

Applicable in all territories served by Company.

GENERAL SALES (GS) RATE

CHARACTER OF SERVICE

Service provided under this schedule shall be considered firm service.

AVAILABILITY

Available to all customer accounts provided DSS service that consume at least 300 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st.

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. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non-natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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

GENERAL SCHOOLS SALES (GSS) RATE

CHARACTER OF SERVICE

Service provided under this schedule shall be considered firm service.

AVAILABILITY

Available to all primary and secondary school customer accounts throughout Company's service territory provided that Customer consumes at least 300 Mcf between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31st.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Eighth Revised Sheet No. 19 Cancels Seventh Revised Sheet No. 19

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the General Schools base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non-natural gas fuel, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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

BILLING ADJUSTMENTS

For all gas sold under the GS and GSS rate schedules, the bill shall be computed to reflect the following billing adjustments as set forth in Section V, Part No. 3 of the Company's Rules and Regulations governing the distribution and sale of gas.

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

LATE PAYMENT CHARGE:

Issued: January 27, 2023

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

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Effective: March 1, 2023

Sixth Revised Sheet No. 20 Cancels Fifth Revised Sheet No. 20

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

LARGE GENERAL SERVICE

APPLICABILITY

Applicable in all territories served by Company.

LARGE GENERAL SALES (LGS) RATE:

CHARACTER OF SERVICE

Service provided under this schedule shall be considered firm service.

AVAILABILITY

Available to any Customer account that has not selected a CHOICE program or Transportation Service program supplier, provided that:

- 1. Service can be rendered within the limits of the Company's operating conditions and facilities;
- 2. Customer's consumption during one of the two most recent Annual Periods 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.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Large General Service (LGS) base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline distribution system or non-natural gas fuel, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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

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

Ninth Revised Sheet No. 21 Cancels Eighth Revised Sheet No. 21

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

LARGE GENERAL SCHOOLS SALES (LGSS) RATE

CHARACTER OF SERVICE

Service provided under this schedule shall be considered firm service.

AVAILABILITY

Available to all primary and secondary school customer accounts throughout Company's service territory provided that Customer's consumption during one of the two most recent Annual Periods 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.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Large General Schools base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non-natural gas fuel, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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

BILLING ADJUSTMENTS

For all gas sold under the LGS and LGSS rate schedules, the bill shall be computed to reflect the following billing adjustments as set forth in Section V, Part No. 3 of the Company's Rules and Regulations governing the distribution and sale of gas.

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

LATE PAYMENT CHARGE:

Issued: January 27, 2023

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.

One Hundred Sixty-Third Revised Sheet No. 22
Cancels
One Hundred Sixty-Second Revised Sheet No. 22

COLUMBIA GAS OF OHIO, INC. RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

STANDARD CHOICE OFFER RIDER (SCO Rider)

APPLICABILITY

To all customer accounts provided Sales Service under the Company's Small General Sales Rate; Small General Schools Sales Rate; General Schools Sales Rate; General Schools Sales Rate; or Large General Schools Sales Rate schedules.

DESCRIPTION

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

One Hundred Ninth Revised Sheet No. 23 Cancels One Hundred Eighth Revised Sheet No. 23

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

[Reserved for future use]

Eighteenth Revised Sheet No. 24
Cancels
Seventeenth Revised Sheet No. 24

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

PIP PLAN TARIFF SCHEDULE RIDER

APPLICABILITY

To all volumes delivered under rate schedules SGS, SGSS, GS, GSS, LGS, and LGSS except for those volumes delivered to Customers taking service under these rate schedules that were Transportation Service Customers prior to April 1, 2012 and were not subject to payment of the PIPP Rider prior to April 1, 2012.

RATE RIDER

All gas consumed per account per month on a per Mcf basis.

RECONCILIATION ADJUSTMENT

This Rider is subject to reconciliation or adjustment, including but not limited to increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of PIPP expense upon which the rate was calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where the rate was approved or the Supreme Court of Ohio.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Second Revised Sheet No. 25

Cancels

COLUMBIA GAS OF OHIO, INC.

First Revised Sheet No. 25

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

EXCISE TAX RIDER

APPLICABILITY

Applicable to all customer accounts served under Rate Schedule SGS, SGSS, GS, GSS, LGS, and LGSS except flex customers.

ALL CUSTOMERS EXCEPT FLEX CUSTOMERS:

First 100 Mcf per account per month	\$0.1593 per Mcf
Next 1,900 Mcf per account per month	\$0.0877 per Mcf
Over 2,000 Mcf per account per month	\$0.0411 per Mcf

FLEX CUSTOMERS:

All bills rendered to a flex customer, as defined by Section 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.

Tenth Revised Sheet No. 26 Cancels Ninth Revised Sheet No. 26

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

NON-TEMPERATURE BALANCING SERVICE

APPLICABILITY

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

RATE

All gas consumed per account per month

\$0.27/Mcf

Twentieth Revised Sheet No. 27

Cancels

Nineteenth Revised Sheet No. 27

COLUBMIA GAS OF OHIO, INC.

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 SGS, SGSS, GS, GSS, LGS, and LGSS.

DESCRIPTION

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

- a) Hazardous Service Line Replacement Program The maintenance, repair, and replacement of hazardous 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 metallic service lines.

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

RATE

Rate is calculated on a per account, per month basis regardless of consumption.

RECONCILIATION ADJUSTMENTS

This rider is subject to reconciliation or adjustment, including but not limited to increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or the Supreme Court of Ohio.

Nineteenth Revised Sheet No. 28
Cancels
Eighteenth Revised Sheet No. 28
COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

DEMAND SIDE MANAGEMENT RIDER

APPLICABILITY

Applicable to all volumes delivered under the Company's SGS and SGSS rate schedules.

DESCRIPTION

An additional charge, for all gas consumed, to recover costs associated with the implementation of Columbia's low-income program, WarmChoice®, and the ramp down of its non-low-income Demand Side Management Programs.

RATE

All gas consumed per account per month on a volumetric basis per Mcf.

RECONCILIATION ADJUSTMENTS

This Rider is subject to reconciliation or adjustment, including but not limited to increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or the Supreme Court of Ohio.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Twenty-Third Revised Sheet No. 29
Cancels
Twenty-Second Revised Sheet No. 29
COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

UNCOLLECTIBLE EXPENSE RIDER

APPLICABILITY

To all Customers served under rate schedules SGS, SGSS, GS, and GSS.

DESCRIPTION

A per Mcf charge shall be applied to all volumes for service rendered under applicable rate schedules to recover costs associated with uncollectible accounts arising from those customers responsible for paying the Uncollectible Expense Rider.

RECONCILIATION ADJUSTMENT

This Rider is subject to reconciliation or adjustment, including but not limited to increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of uncollectible expense upon which the rate was calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or the Supreme Court of Ohio.

Fifth Revised Sheet No. 30 Cancels Fourth Revised Sheet No. 30

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

GROSS RECEIPTS TAX RIDER

APPLICABILITY

Applicable to all charges billed by Company under rate schedules SGS, SGSS, GS, GSS, LGS, and LGSS 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%.

Fifty-Eighth Revised Sheet No. 30a Cancels Fiftieth-Seventh Revised Sheet No. 30a

COLUMBIA GAS OF OHIO, INC. RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

CHOICE/SCO RECONCILIATION RIDER ("CSRR")

APPLICABILITY

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

DESCRIPTION

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

RATE

All gas consumed per account per month on a per Mcf rate.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

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

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

[Reserved for future use]

Twelfth Revised Sheet No. 30c Cancels Eleventh Revised Sheet No. 30c

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

INFRASTRUCTURE DEVELOPMENT RIDER ("IDR")

APPLICABILITY

To all Customers billed by Columbia under rate schedules SGS, SGSS, GS, GSS, LGS, and LGSS.

DESCRIPTION

An additional charge per account, per month, regardless of gas consumed, to recover infrastructure development costs associated with PUCO-approved economic development projects.

The IDR shall be calculated annually pursuant to an Annual Report filed by Columbia. Such annual adjustments to the IDR will become effective with bills rendered on or after the first billing unit following the expiration of the PUCO Staff's 75-day review period of the Annual Report, unless the adjustment to the IDR proposed in the Annual Report is suspended by the PUCO for good cause, and shall be subject to reconciliation adjustments following any hearing, if necessary.

RECONCILIATION ADJUSTMENT:

This Rider is subject to annual reconciliation or adjustment, including but not limited to increases or refunds. Such annual reconciliation or adjustment shall be limited to the infrastructure development expenses upon which the rate to recover those expenses was calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or the Supreme Court of Ohio.

RATE RIDER:

A monthly charge per account, per month shall be applied to all customers.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Eighth Revised Sheet No. 30d Cancels Seventh Revised Sheet No. 30d

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

CAPITAL EXPENDITURE PROGRAM RIDER ("CEP Rider")

APPLICABILITY

To all Customers billed by Columbia under rate schedules SGS, SGSS, GS, GSS, LGS, and LGSS.

DESCRIPTION

An additional charge per account, per month, regardless of gas consumed, to recover costs associated with Columbia's PUCO-approved capital expenditure program.

Columbia will file an adjustment annually by February 28, with rates to be implemented with the first billing unit of September. Columbia will set the CEP Rider rate to include additional investments, adjust for actual deferrals, and adjust for any over- and under-recovery for the CEP Rider. Columbia will also incorporate a base rate depreciation offset through December 31 for the additional investments included in the CEP Rider annually.

RECONCILIATION ADJUSTMENT

This Rider is subject to annual reconciliation or adjustment, including but not limited to increases or refunds. Such annual reconciliation or adjustment shall be limited to the incremental twelve-month period of CEP Investment upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or by the Supreme Court of Ohio.

CEP RIDER RATE

A monthly charge per account, per month shall be applied to customer bills.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Fourth Revised Sheet No. 31 Cancels Third Revised Sheet No. 31

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

SECTION VI - TRANSPORTATION SERVICE

1. **DEFINITIONS** (As used herein)

- A. "Account" includes all gas consumption of the same individual, governmental entity or corporate entity (including subsidiaries and affiliates), that (1) occurs at a single service address; (2) is measured by a master meter; or (3) Company treated as a single "Account" prior to November 1, 2008.
- B. "Agent" means a Marketer that Customer has authorized to act on its behalf by executing the Company's Appointment of Agent form or a Customer acting on its own behalf.
- C. "Aggregation Pool" means the group of Customers that Agent or a Customer acting on its own behalf establishes pursuant to Aggregation Service.
- D. "Alternate Fuel Capabilities" means Customer has installed alternate fuel equipment, access to other gas sources or has economically feasible access to other gas sources.
- E. "Annual Period" means the twelve-month period beginning on the first day of Customer's November billing cycle and ending on the last day of Customer's October billing cycle.
- F. "Annual Transportation Volume" means the arithmetic average of the actual Customer account consumption for the thirty-six month period ending each October 31 billing cycle.
- G. "Authorized Daily Volume" means the volume of gas on any day that Columbia would deliver to Customer with no planned interruption of that volume.
- H. "Backup Service" means Standby Service available to all Transportation Service customers.
- I. "Business Day" is a Day that is a weekday (Monday through Friday), excluding holidays.
- J. "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, 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. Combination commercial and residential accounts will be considered commercial if usage is half or more than half of the total service.
- K. "Company" means Columbia Gas of Ohio, Inc.
- L. "Company's Billing Cycle" means the Company's accounting revenue month.
- M. "Customer" means any individual, governmental, or corporate entity taking Transportation Service hereunder. A Customer may have more than one Account, as defined herein. The Company's service under the applicable rate schedules is provided to a single Account.
- N. "Customer's Billing Cycle" means the monthly period that occurs between monthly meter readings or estimated readings taken by Company for billing purposes at Customer's facilities.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Fifth Revised Sheet No. 32 Cancels Fourth Revised Sheet No. 32

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

- "Customer's Facilities" means the Customer's property, factories, and buildings where natural gas is being consumed.
- P. "Daily Demand" means Customer or Aggregation Pool demand on any day.
- Q. "Day" means 24-hour period beginning at 9:00 a.m. central clock time.
- R. "Dekatherm" or "Dth" means one million British thermal units (Btu's).
- S. "Flowing Supplies" means gas delivered from sources other than storage, generally via firm or interruptible transportation capacity.
- T. "High Priority" means the Customer has contracted for a better quality of service. The order of interruption, which determines the quality of service, is as follows: (1) All volumes exceeding Authorized Daily Volumes; (2) volumes consumed by or delivered to customers served under Rate Schedules LGS, FRLGTS and LGTS; (3) volumes consumed by or delivered to customers served under Rate Schedules GS, FRGTS, FRCTS and GTS; (4) Backup Service; (5) volumes consumed by or delivered to customers served under Rate Schedules SGS, SGTS and FRSGTS; and (6) non-Transportation Service human needs customers.
- U. "Industrial Customer" means a customer using gas in a process which either involves the extraction of raw or unfinished materials in another form or product through the application of heat or heat treating, steam agitation, evaporation, baking, extraction, drying, distilling, etc.
- V. "Local Market Area" means a continuous, physically-interconnected system of Company-owned distribution piping through which the Company provides natural gas service to Customers in a discrete geographic area, utilizing one or more common points of delivery from interstate pipeline supplier(s).
- W. "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.
- X. "Mcf" means one thousand cubic feet of natural gas.
- Y. "Marketer" means gas supplier under the Transportation Service program.
- Z. "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.

Seventh Revised Sheet No. 33 Cancels Sixth Revised Sheet No. 33

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

- AA. "Pipeline Scheduling Point" or "PSP" means a single delivery point or set of delivery points grouped or designated by an upstream pipeline for purposes of scheduling gas supplies for delivery by such upstream pipeline and shall consist of the following: interconnections with Panhandle Eastern Pipe Line Company, Tennessee Gas Pipeline, North Coast Gas Transmission, LLC, and Columbia Gas Transmission, LLC. The interconnections with Columbia Gas Transmission, LLC include the Market Areas and Master List of Interconnections as defined in the General Terms and Conditions of the FERC Gas Tariff of Columbia Gas Transmission, LLC. As of December 2, 2009, the Columbia Gas Transmission, LLC Pipeline Scheduling Points included: 22 (Portsmouth); 23-1 (Toledo); 23-3 (Lima); 23-4 (Alliance); 23-5 (Columbus); 23-6 (Dayton); 23-8 (Mansfield); 23-9 (Ohio Misc.); 23N-2 (Parma); 23N-7 (Sandusky); 24-35 (Pittsburgh); and 24-39 (New Castle).
- BB. "PUCO" means Public Utilities Commission of Ohio.
- CC. "Point(s) of Receipt" means those measurement locations where Customer-owned gas is delivered into Company's system.
- 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.
- EE. "Storage" means TCO Firm Storage Services (FSS) and Storage Service Transportation (SST) capacity, unless otherwise specified.
- FF. "Standby Service" means a type of backup service available to Transportation Service Customers served under Columbia's General Transportation Service rate schedules SGTS, GTS and LGTS 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.
- GG. "TCO" means Columbia Gas Transmission, LLC.
- HH. "Transportation Service Customer" means a non-residential class customer account provided gas service under Columbia's Small General Transportation Service, General Transportation Service, or Large General Transportation Service rate schedules.

Fifth Revised Sheet No. 33a Cancels Fourth Revised Sheet No. 33a

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

2. REQUIREMENTS FOR TRANSPORTATION SERVICE

- (A) Conditions of Service. All Transportation Service Customers or their Agents must have a personal computer which is capable of receiving notices from Company of any consumption limitations or interruptions imposed pursuant to Parts 7 or 8, twenty-four hours a day, seven days a week. Pursuant to Banking and Balancing Service, all Customers must either subscribe to (1) Banking and 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 Transportation Service Agreement.
- (B) Daily Measuring Device. All customers that are required to install a daily measuring device per the terms of a service for which the Customer has contracted, or who elect to install a daily measuring device, must pay all costs associated with the purchase and installation of a Daily Demand reading meter (i.e., a meter equipped with an electronic measurement (EM) or automatic meter reading (AMR) device) and associated telemetering equipment. Such customers shall also provide, pay for, and maintain a dedicated telephone line, cellular service, satellite, or other communications technology 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.
- **(C) Internet-Based Website.** Customer or its Agent shall have access to Company's website.
- (D) Creditworthiness Evaluation. Company shall perform on a non-discriminatory basis a creditworthiness evaluation of Customer, including an assessment of the credit risk exposure resulting from, but not limited to, distribution rates and charges, interstate pipeline capacity charges (if assigned), imbalance charges, cashout charges, pipeline penalty charges, and any other amounts owed to Company. If at any time Company reasonably determines that the credit risk exposure is greater than any secured and/or unsecured credit that may be granted resulting from the creditworthiness evaluation, Customer must provide Company with adequate financial assurance to cover the difference between the credit risk exposure and any secured and/or unsecured credit granted prior to, or to continue receiving Transportation Service.

3. SERVICE AGREEMENT

Before commencing service hereunder, Customer shall execute a Transportation Service Agreement. The Transportation Service Agreement shall set forth, among other things: (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 Quantity and Annual Transportation Volume, which are subject to change annually; (4) daily meter reading service election; and (5) the specific services and levels of such services for which customer has contracted.

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

Third Revised Sheet No. 34
Cancels
Second Revised Sheet No. 34

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

4. DELIVERIES OF CUSTOMER-OWNED GAS

Subject to the limitations of Company's upstream capacity contracts or 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 Customer's Annual Transportation Volume and Maximum Daily Quantity for each facility. These volume levels shall represent the actual expected requirements of Customer's Facilities and may be exceeded only with the prior consent of Company, which shall not be unreasonably withheld.

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

5. MEASUREMENT

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

First Revised Sheet No. 35 Cancels Original Sheet No. 35

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Second Revised Sheet No. 36 Cancels First Revised Sheet No. 36

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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 three percent (3%), 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 three percent (3%) 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 three (3) 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.

6. QUALITY OF GAS DELIVERED TO COMPANY

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

Third Revised Sheet No. 37

Cancels
Second Revised Sheet No. 37

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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 interference to or 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 PUCO's opinion and order in Case No. 85-1406-AU-COI, approval of the above tariff language by the PUCO does not constitute a determination by the PUCO that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the PUCO 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. The gas delivered shall conform to the following gas quality specifications:

Gas Quality Specifications¹

Gas Quality Parameter Specification	Low	High
Heat Content (Btu/scf) ²	967	1110
Wobbe Number (+/- 4% from historical average gas, which is 1341 – 1383)	1287	1400
Water Vapor Content (lbs./MM scf)		< 7
Product Gas Mercaptans (ppmv, does not include gas odorants)		< 1
Hydrocarbon Dew Point, (°F) CHDP		15
Hydrogen Sulfide (grain/100 scf)		0.25
Total Sulfur (grain/100 scf)		20
Total Diluent Gases including the following individual constituent limits:		5%
Carbon Dioxide (CO ₂) 2% max		
Nitrogen (N) 4% max		
Oxygen (O ₂) 1% max		
Hydrogen		0.3%
Total Bacteria ³ (If no filter installed, then limit is 6.4x10 ⁷ per 100 scf total bacteria)	Comm Free (≤ 0.2 microns)	
Mercury	Comm Free ($< 0.06 \mu g/m^3$)	
Other Volatile Metals (Lead)	Comm Free (< 213 µg/m ³)	
Siloxanes as Octamethylcyclotetrasiloxane ⁴	Comm Free (-< 0.5 mg Si/m ³)	
Ammonia	Comm Free (< 10 ppmv)	

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

First Revised Sheet No. 37a Cancels Original Sheet No. 37a

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

Gas Quality Specifications¹

Gas Quality Parameter Specification	Low	High
Non-Halogenated Semi-Volatile and Volatile Compounds	Comm Free (< 500 ppmv)	
Halocarbons (total measured halocarbons) ⁵	< 3 p	pmv
Aldehyde/Ketones	Aldehydes/Keto	nes must be at a
	level that does no	ot unreasonably
	interfere with od	orization of
	Company's gas.	
PCBs/Pesticides	Comm Free	e (< 1 ppbv)

- 1. For purposes of this Tariff, "Comm Free" or "Commercially Free" is defined as "Not Detectable" relative to typical pipeline gas flowing at the interconnect location that results in RNG being compositionally equivalent to flowing supplies. The analytical method, associated detection threshold, and testing facility shall be determined by the Company. Periodic testing will be required where potential constituents of concern are reasonably expected.
- 2. Higher Heating Value is dry, @ 14.73 psia 60°F.
- 3. An acceptable alternative to Total Bacteria testing would be to include installation of a 0.2 micron particulate filter, coupled with appropriate filter maintenance practices. Initial start-up testing may include filter effectiveness analysis. Customer shall be responsible for all costs associated with acceptable alternatives, including, but not limited to, initial start-up testing.
- 4. Historical testing and data presented in this document include a siloxane detection threshold of <0.5mg Si/m³. Analytical methods have recently been improved resulting in a reduced detection threshold of <0.1mg Si/m³. Due to specific limitations of certain identified applications within an affected zone of influence, Company and Customer may agree upon a reduced threshold.
- 5. Company may refuse to accept gas containing lower levels of halocarbons if Company reasonably determines that such gas is causing harm to its facilities or the gas-burning equipment of its customers, or is adversely affecting the operation of such facilities. In addition, Company and Customer may agree upon a different specification for halocarbons, provided that (1) Customer has delivered RNG to Company for a period of at least five years prior to the effective date of this tariff section, and (2) Customer has demonstrated, to the reasonable satisfaction of Company, that the RNG meeting the agreed-upon specification will not adversely affect (a) the quality of public utility service provided by Company; (b) the operation of Company's equipment; or (c) the operation of the gas-burning equipment of Company's customers.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Fifth Revised Sheet No. 38

Cancels

Fourth Revised Sheet No. 38

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

As used in the foregoing table, "Btu" means British thermal unit: "scf" means standard cubic foot; "MM" means one million; "CHDP" means cricondentherm hydrocarbon dew point; "ppmv" means parts per million by volume; and "ppbv" means parts per billion by volume. As used in Section 6.2 and 6.3, "RNG" or "Renewable Natural Gas" means gas, consistently primarily of methane, which (1) is derived from biogas produced by landfills, animal farms, wastewater treatment plans, or other sources, and (2) is subsequently processed by removing carbon dioxide, nitrogen, and other constituents in order to convert the biogas into pipeline-compatible gaseous fuel.

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.

Company may, on a not-unduly discriminatory basis, accept volumes of gas, including renewable natural gas, that fail to meet the quality specifications set forth in this tariff section, if Company determines that it can do so without adversely affecting (1) system operations; (2) the operation of the Company's equipment; (3) the operation of gas-burning equipment of Company's other customers; or (4) the quality of public utility service provided by Company. In deciding whether to accept such volumes of gas, the Company shall consider, without limitation, (1) which specifications are not being met; (2) the sensitivity of customer equipment and potential impact on such equipment; (3) Customer's plan to improve gas quality; (4) the effect on system supply; (5) interchangeability; (6) the anticipated duration of the quality deviation; and (7) the blending ratio between geological natural gas and RNG in the area of Company's distribution system where RNG is being injected.

Company shall not be obligated to accept gas which it reasonably believes may adversely affect the standard of public utility service offered by Company, or gas which it reasonably believes may adversely affect the operation of its equipment or 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.

6.3. GAS QUALITY TESTING

Gas delivered to Company must be continuously monitored, at Customer's expense, to ensure it meets the quality specifications set forth in Section 6.2. Constituents that are not continuously monitored using currently-available technology must be tested in a laboratory once per year at Company's expense. If the quality of the gas, based on a laboratory test, does not meet the standards in Section 6.2, the gas must be tested in a laboratory monthly, at the Customer's expense, until the gas meets the standards in Section 6.2 for three consecutive months or the Customer otherwise demonstrates to the Company, in the Company's reasonable discretion, that it has remediated the constituent deficiency. Such tests shall include only the test method or methods that tests for the specific standard or standards that were not met, but Company may consider any results provided by such test method(s). Company will provide Customer with at least three (3) business days' notice of the tests described in this Section 6.3, and Customer will be given the opportunity to be present and observe such tests. Company may, at its option, require Customer to install automatic shutoff devices, at Customer's expense, to prevent gas that fails to meet the quality specifications set forth in Section 6.2 from entering Company's pipeline system.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

The scope of all gas testing shall follow the parameters below based on the origin of the gas. The parameters for each origin of gas are based on the source of gas and likelihood of a constituent being present in the source gas. The Company has the discretion to test for additional constituents on the list below, notwithstanding the origin of the gas, if the Company reasonably believes those constituents may be present.

Gas Quality Testing Parameters and Scope¹

Gas Quality Parameter	Testing	Origin of Gas			
	Method ²	Geological	Landfill	Agricultural and Clean Energy	Waste Water Treatment Plant
Heat Content	In-field	X	X	X	X
Wobbe Number	In-field	X	X	X	X
Water Vapor Content	In-field	X	X	X	X
Product Gas Mercaptans	In-field	X	X	X	X
Hydrocarbon Dew Point	In-field	X	X	X	X
Hydrogen Sulfide	In-field or Lab	X	X	X	X
Total Sulfur	In-field or Lab	X	X	X	X
Total Diluent Gases including: Carbon Dioxide (CO ₂) Nitrogen (N) Oxygen (O ₂)	In-field	X	X	X	X
Hydrogen	Lab	X	X	X	X
Total Bacteria	Lab	X	X	X	X
Mercury	Lab		X		X
Other Volatile Metals (Lead)	Lab		X		
Siloxanes	Lab		X		X
Ammonia	Lab		X		X
Non-Halogenated Semi-volatile and Volatile Compounds	Lab		X		X
Halocarbons (total measured halocarbons)	Lab		X		X
Aldehyde/Ketones	Lab		X		
PCBs/Pesticides	Lab		X		

¹Constituents to be tested for each category of gas are indicated with an "X."

² Testing method is defined as "In-Field" or "Lab." "In-Field" testing requires the Customer's use of readily available, continuously testing, industry-standard equipment, which has been reviewed and approved by Company. "Lab" testing requires the Customer and the Company to coordinate the sampling of gas and sending it to a laboratory for testing and analysis.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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 Facilities 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.

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 Point(s) of Receipt where the upstream transporter, producer, or other delivering entity does not report deliveries to Company on a daily basis. The portion of Customer's Authorized Daily Volumes attributable to this part shall be determined by dividing the volume of gas delivered to Customer in the most recent month for which information is available by the number of days in that month.

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

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

No member of an Aggregation Pool shall be liable for such fines or penalties for usage on any given day if the total usage for all members of the Aggregation Pool 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 Aggregation Pool exceeded the sum of the Authorized Daily Volumes of the Aggregation Pool members, any applicable fines or penalties resulting from such excess usage shall be assessed on a pro rata basis upon those Aggregation Pool 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 Aggregation Pool members in the Local Usage Area shall be recognized and accepted by the Company.

The Company will notify Customers and Aggregation Pool Marketers of any consumption limitations imposed by the Company pursuant to this Part 7 by posting such notice on its designated website.

8. INTERRUPTION

Notwithstanding the provisions of Part 7 hereof, all deliveries by Company to Customer, including Customer's Authorized Daily Volumes, are subject to partial or complete interruption during force majeure situations, herein defined to mean acts of God, strikes, lockouts, or other labor disturbances, acts of a public enemy, war, blockages, insurrections, riots, epidemics, fire, storms, floods, washouts, civil disturbances, explosions, breakage or accidents to machinery or pipelines, freezing of wells or pipelines, partial or entire failure of such wells, or

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 in accordance with the definition of High Priority whenever service to Residential and other High Priority customers downstream of the same PSP is threatened. 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, or when an upstream supplier suspends service to Company.

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

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

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

No member of an Aggregation Pool shall be liable for such fines or penalties for usage on any given day if the total usage for all members of the Aggregation Pool 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 Aggregation Pool 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 Aggregation Pool members within a given Local Usage Area who are not affected by such an interruption shall be treated as a separate Aggregation Pool, and shall be permitted to aggregate their usage for purposes of determining the applicability of fines or penalties in the manner described in Part 7 and this Part 8.

The Company will, on a best efforts basis, attempt to notify Customer of any interruption imposed by the Company pursuant to this Part 8.

Third Revised Sheet No. 43
Cancels
Second Revised Sheet No. 43

COLUBMIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

9. DEFICIENCIES IN DELIVERIES TO COMPANY

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

10. 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.

11. 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.

Third Revised Sheet No. 44
Cancels
Second Revised Sheet No. 44

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

12. 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.

13. PROVISION FOR HUMAN NEEDS CUSTOMERS

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

14. OPTIONAL SERVICES

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

15. TERMINATION OF SERVICE

Company may terminate service to Customer hereunder for any of the following reasons:

- A. Any violation of or refusal by Customer to comply with its Transportation 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;

Third Revised Sheet No. 45
Cancels
Second Revised Sheet No. 45

COLUMBIA GAS OF OHIO, INC.

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 Chapter 4901:1-18 of the Ohio Administrative Code, 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;
- I. For nonpayment of charges owed Company, including nonpayment of late payment charges or security deposits and financial assurances required as a condition for continued service, upon five (5) days written notice to Customer; and
- J. When Customer or its Agent has failed to deliver any gas to the Company for a span of more than five consecutive days in any billing month when it can be demonstrated that Customer consumed gas on one or more days during such span of time, and Customer did not have sufficient volumes in its Volume Bank to cover its consumption during that same time frame or Customer has sufficient volumes in its Volume Bank to cover its consumption but did not have access to the Volume Bank due to Columbia's issuance of an OMO and/or OFO;

Fourth Revised Sheet No. 46 Cancels Third Revised Sheet No. 46

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

16. OPERATION AND MAINTENANCE COSTS

When Company receives Customer's gas directly into its system from Point(s) of Receipt other than an interstate or intrastate 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.

17. 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 PUCO rules and guidelines as are applicable shall apply to all Transportation Service provided hereunder.

18. OBLIGATION TO SERVE FOLLOWING TERMINATION OF TRANSPORTATION AGREEMENT

Following the cancellation of any Transportation Service Agreement entered into under Part 3 hereof, and the termination of 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 Standard CHOICE Offer (SCO) rate, except to the extent that Customer has contracted for Backup Service.

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

19. 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.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

20. AGGREGATION SERVICE

This service is for 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 their 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 Service program.
- (B) **Aggregation Pool.** Agents will be allowed to establish one or more Aggregation Pools. Customers in an Aggregation Pool must be located within the same PSP. The Aggregation Pool(s) referred to herein shall mean the customer group that Agent establishes under the Aggregation Service Agreement in the form contained herein.
- (C) **Aggregation Service Agreement.** Before commencing service hereunder, Agent must execute an Aggregation Service Agreement. Failure to comply with the Aggregation Service Agreement or any applicable tariff provisions will be cause for termination of the Aggregation Service Agreement following notice and opportunity to cure.
 - (D) **Benefits and Obligations.** The benefits and obligations of the Aggregation Service Agreement shall begin when Company commences Aggregation Service to Agent. It shall inure to and be binding upon the successors and assigns, survivors and executors or administrators, as the case may be of the original parties thereto, respectively, for the full term thereof. However, no agreement for service may be assigned or transferred without the written consent of or approval of the Company which shall not unreasonably be withheld.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

20. AGGREGATION SERVICE (continued)

- (E) **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 (E)(1), (E)(2) or (E)(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, and 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 Aggregation Service program.

In the event Agent elects, or is forced, to terminate its participation in this program in accordance with the provisions of this Agreement, it shall continue its obligation to maintain its financial security instrument until it has satisfied all of its outstanding claims of the Company. In addition to the above financial requirements, the Company may impose reasonable standards of conduct for Agents, as a prerequisite for their participation in the program. Agent acknowledges that in its capacity as an "Agent" in this program, it has a continuing responsibility to conduct its business in a legal and ethical manner. If, as a result of customers' complaints, and/or from its own investigation, the Company determines, in its sole judgment that Agent is not operating under this Agreement in an ethical and/or legal manner, then the Company shall have the unilateral right to cancel this Agreement and deny Agent's further participation in this Aggregation Service 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. 20(E)(2) of this tariff are not required to provide bond or other financial security instrument in order to participate in this Aggregation Service program unless based upon the Company's creditworthiness assessment, the

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

20. 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 Aggregation Service 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, OMO/OFO charges, gas transfer service fees, monthly bank transfer fees, or other charges billed to the Agent. 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 Service Agreement with the Company.

The Company may impose reasonable standards of conduct for Agents, as a prerequisite for their participation in the program. Agent acknowledges that in its capacity as an "Agent" in this program, it has a continuing responsibility to conduct its business in a legal and ethical manner. If, as a result of Customers' complaints, and/or from its own investigation, the Company determines, in its sole judgment, that Agent is not operating under this Agreement in an ethical and/or legal manner, then the Company shall have the right to cancel this Agreement and deny Agent's further participation in this pooling program pursuant to the Company's Tariff and/or Aggregation Service Agreement.

3. Aggregation Service - Option 3. Agent shall, upon request, periodically provide the Company, on a confidential basis, a balance sheet and other financial statements and appropriate trade and banking references. Agent shall allow the Company to conduct a credit investigation as to Agent's credit worthiness. Agents providing service pursuant to Part No. 20(E)(3) of this tariff may be required to provide bond or other financial security instrument in order to participate in this Aggregation Service program. The Company shall be entitled to refuse Aggregation Service if Agent does not provide the financial security instrument requested.

The Company may impose reasonable standards of conduct for Agents, as a prerequisite for their participation in the program. Agent acknowledges that in its capacity as an "Agent" in this program, it

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

20. 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 Service Agreement.

Additional terms of service under Part 20(E)(3) shall be mutually agreed upon by the Company, Agent, and, if applicable, the Customer.

- (F) Enrollment and Removal. Agents may enroll Customer accounts in an Aggregation Pool by written notice to the Company at least 30 days prior to commencement of the month in which enrollment is to be effective. The written notice shall be in the form an Appointment of Agent agreement. A Customer may remove itself from an Aggregation Pool by written notice of removal to the Company at least 60 days prior to the commencement of the month in which the removal is to be effective. Agents may also remove any Customer from its Aggregation Pool by written notice of the removal to the Company and the Customer at least 60 days prior to the commencement of the month in which the removal is to be effective. An Agent may rescind their previously submitted removal request by sending written notice to the Company no later than 30 days prior to the month in which the removal was to have been effective. The written notice must include the Aggregation Pool number, Customer name, facility address and the Customer's Company account number.
- (G) Delivery Requirements. Agent agrees to deliver gas supplies into the Company's designated PSP 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 month's end equal aggregate Customer requirements.
- (H) Banking and Balancing Service. Agents may aggregate all participants' Annual Transportation 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 terms of the Company's Banking and Balancing Service, with all imbalances being the sole responsibility of the Agent.

Agent(s) may make Monthly Bank Transfers between Aggregation Pools in accordance with the terms of the Company's Banking and Balancing Service and may also make transfers of gas pursuant to the terms of the Company's Gas Transfer Service. All transfers of gas performed in accordance with this paragraph and other tariff provisions will be billed directly to the Agent.

- (I) **Operational Flow Orders and Operational Matching Orders.** All Aggregation Pools are subject to the Company's issuance of OFOs/OMOs pursuant to the provisions found in P.U.C.O. Tariff No. 2, Section VI, with all charges resulting from failure to comply with these tariffs being the sole responsibility of the Agent.
- (J) Late Payment Charge. If a bill payment is not received by the company 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 Agent's total obligation.

Original Sheet No. 48c

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

20. AGGREGATION SERVICE (continued)

(K) Force Majeure. Neither of the parties to the Aggregation Service Agreement hereto shall be liable in damages to the other, except for the actual delivered costs, plus shrinkage, of replacement supplies and flow through of penalty charges, for any act, omission, or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, act of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, storms, floods, washouts, civil disturbances, explosions, breakage, or accident to machine or lines of pipe, gas curtailment imposed by interstate or intrastate pipelines, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

Such causes or contingencies affecting the performance hereunder by either party hereto, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Agent from its obligations to make payments of amounts due hereunder.

(L) **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.

Eighth Revised Sheet No. 49
Cancels
Seventh Revised Sheet No. 49

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

21. TRANSPORTATION SERVICE RATES

SMALL GENERAL TRANSPORTATION SERVICE

APPLICABILITY

Applicable in all territories served by Company.

CHARACTER OF SERVICE

On any day, Company shall deliver Customer's Authorized Daily Volume of gas (as defined in Part 7 hereof) on a firm basis, with no planned interruption. However, Customer's Authorized Daily Volume is interruptible when such interruption is necessary due to force majeure conditions, or where service to Human Needs Customers is threatened. In addition, where Customer-owned gas is being delivered to the Company at a city gate which does not serve the Pipeline Scheduling Point in which Customer's facilities are located, that portion of Customer's Authorized Daily Volume is interruptible as described in Part 8 hereof.

SMALL GENERAL TRANSPORTATION SALES (SGTS) RATE

AVAILABILITY

Available to Commercial or Industrial end-use customer accounts provided that service can be rendered within the limits of Company's operating conditions and facilities; Customer consumes less than 300 Mcf per year between September 1 and August 31; and Customer purchases 100% Backup Service. This service is available to asphalt plants and grain dryers where service can be rendered within the limits of Company's operating conditions and facilities and Customer consumes less than 300 Mcf per year between September 1 and August 31; however, such customers need not purchase Backup Service. Annual consumption for Customers served hereunder will be reviewed each August 31st. Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 1 through 27.

The Company will charge rates for all Customer-owned volumes delivered by Company to Customer's Facilities where gas is being consumed.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Small General Transportation Sales (SGTS) base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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.

Beginning on March 1, 2023 (the "Proration Starting Date"), the Monthly Delivery Charge for any Customer account receiving service under this schedule at a particular location for less than a full month shall be reduced by a percentage equal to the product of 1/3 times the ratio of the number of Days during which the Customer did not receive service at the location during that month's billing cycle divided by the total number of Days in that month's billing cycle. Beginning no later than one year following the Proration Starting Date, the Monthly Delivery Charge for any Customer account receiving service under this schedule at a particular location for less than a full month shall be reduced by a percentage equal to the product of 2/3 times the ratio of the number of Days during which the Customer did not receive service at the location during that month's billing cycle divided by the total number of Days in that month's billing cycle. Beginning no later than two years following the Proration Starting Date, the Monthly Delivery Charge for any Customer account receiving service under this schedule at a particular location for less than a full month shall be reduced by a percentage equal to the ration of the number of Days during which the Customer did not receive service at the location during that month's billing cycle divided by the total number of Days in that month's billing cycle.

Ninth Revised Sheet No. 50 Cancels Eighth Revised Sheet No. 50

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

SMALL GENERAL TRANSPORTATION SCHOOLS SALES (SGTSS) RATE

AVAILABILITY

Available to any primary or secondary school Customer accounts provided that service can be rendered within the limits of Company's operating conditions and facilities, Customer consumes less than 300 Mcf per year between September 1 and August 31; and Customer purchases 100% Backup Service. This service is available to public school districts that were receiving Transportation Service as October 7, 2009, including any new or existing facility placed into service prior to March 31, 2013, regardless of Backup Service. Annual consumption for Customers served hereunder will be reviewed each August 31st. Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 1 through 27.

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

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Small General Transportation Schools Sales base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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

BILLING ADJUSTMENTS

For all gas sold under the SGTS and SGTSS rate schedules, the bill shall be computed to reflect the following billing adjustments as set forth in Section VI, Part No. 27 of the Company's Rules and Regulations governing the distribution and sale of gas.

- (1) PIP Plan Tariff Schedule Rider;
- (2) Uncollectible Expense Rider;
- (3) Gross Receipts Tax Rider;
- (4) Excise Tax Rider;
- (5) Infrastructure Replacement Program Rider;
- (6) Demand Side Management Rider;
- (7) Infrastructure Development Rider; and
- (8) Capital Expenditure Program Rider.

Fourth Revised Sheet No. 51 Cancels Third Revised Sheet No. 51

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

UNACCOUNTED-FOR GAS

Company will retain a percentage of all volumes delivered to it for the account of Customer to offset unaccounted-for gas as a result of transporting these volumes. The unaccounted-for percentage is based on the Company's system wide average for the twelve (12) months ending August 31 of each year and is placed in effect as soon as practicable following the determination of the percentage.

LATE PAYMENT CHARGE

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

Original Sheet No. 52

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

[Reserved for future use]

Ninth Revised Sheet No. 53 Cancels Eighth Revised Sheet No. 53

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

GENERAL TRANSPORTATION SERVICE

APPLICABILITY

Applicable in all territories served by Company.

CHARACTER OF SERVICE

On any day, Company shall deliver Customer's Authorized Daily Volume of gas (as defined in Part 7 hereof) on a firm basis, with no planned interruption. However, Customer's Authorized Daily Volume is interruptible when such interruption is necessary due to force majeure conditions, or where service to Human Needs Customers is threatened. In addition, where Customer-owned gas is being delivered to the Company at a city gate which does not serve the Pipeline Scheduling Point in which Customer's Facilities are located, that portion of Customer's Authorized Daily Volume is interruptible as described in Part 8 hereof.

GENERAL TRANSPORTATION SALES (GTS) RATE

AVAILABILITY

Available to any non-residential customer account falling within any of the descriptions below provided that service can be rendered within the limits of Company's operating conditions and facilities:

- 1. Customer consumes at least 300 Mcf, but no more than 6,000 Mcf, per year between September 1 and August 31, and Customer purchases 100% Backup Service; or
- 2. Customer is an asphalt plant or grain dryer using at least 300 Mcf per year between September 1 and August 31; or
- 3. Customer is a non-residential customer account that consumes 6,000 Mcf per year or more between September 1 and August 31, regardless of Backup Service.

Annual consumption for Customers served hereunder will be reviewed each August 31. Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 1 through 27.

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

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the General Transportation Service (GTS) base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline distribution system or non-natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

Seventh Revised Sheet No. 54 Cancels Sixth Revised Sheet No. 54

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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

GENERAL TRANSPORTATION SCHOOLS SALES (GTSS) RATE

AVAILABILITY

Available to any non-residential primary and secondary school customer account provided that service can be rendered within the limits of Company's operating conditions and facilities, customer consumes at least 300 Mcf but no greater than 6,000 Mcf per year between September 1 and August 31; and Customer purchases 100% Backup Service. This service is also available to any non-residential primary and secondary school customer account that is located in a public school district that was receiving Transportation Service as of October 7, 2009, including any new or existing facility placed into service in any such public school district prior to March 31, 2013, provided that service can be rendered within the limits of Company's operating conditions and facilities and Customer consumes at least 300 Mcf per year between September 1 and August 31, regardless of level of Backup Service. Annual consumption for Customers served hereunder will be reviewed each August 31st. Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 1 through 27.

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

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the General Transportation Schools Sales base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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.

Seventh Revised Sheet No. 55 Cancels Sixth Revised Sheet No. 55

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

BILLING ADJUSTMENTS

For all gas sold under the GTS and GTSS rate schedules, the bill shall be computed to reflect the following billing adjustments as set forth in Section VI, Part No. 27 of the Company's Rules and Regulations governing the distribution and sale of gas.

- (1) PIP Plan Tariff Schedule Rider;
- (2) Uncollectible Expense Rider;
- (3) Gross Receipts Tax Rider;
- (4) Excise Tax Rider;
- (5) Infrastructure Replacement Program Rider;
- (6) Infrastructure Development Rider; and
- (7) Capital Expenditure Program Rider.

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

Issued: January 27, 2023

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

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

LARGE GENERAL TRANSPORTATION SERVICE

APPLICABILITY

Applicable in all territories served by Company

LARGE GENERAL TRANSPORTATION SALES (LGTS) RATE

AVAILABILITY

Available to any non-residential customer accounts, provided that:

- 1. Service can be rendered within the limits of the Company's operating conditions and facilities.
- 2. Human Needs Customer accounts that comply with Section VI, Part 13 and that have consumed during one of the two most recent Annual Periods (November through October billing cycles) 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.
- 3. All other Customer accounts with consumption during one of the two most recent Annual Periods (November through October billing cycles) was at least 18,000 Mcf, or Customer presents evidence demonstrating to Company's satisfaction that it will consume at least 18,000 Mcf per year during future Annual Periods.
- 4. Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 1 through 27.

In the event that Customer no longer qualifies for service hereunder, Company may terminate service hereunder and commence service under its Small or General Transportation Service schedule, in which case Customer's Transportation Service Agreement shall be deemed amended to reflect such change in service and rates.

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 7 hereof) on a firm basis, with no planned interruption. However, Customer's Authorized Daily Volume is interruptible when such interruption is necessary due to force majeure conditions, or where service to human needs customers is threatened.

In addition, where Customer-owned gas is being delivered to the Company at a city gate which does not serve the Local Market Area in which Customer's facilities are located, that portion of Customer's Authorized Daily Volume is interruptible as described in Part 8 hereof.

OPTIONS:

1. FIXED DELIVERY CHARGE

The Company will charge a combination of a customer charge per account, per month, regardless of gas consumed and volumetric rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed.

2. FLEXIBLE DELIVERY CHARGE

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Large General Transportation Sales base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from an alternate energy supplier, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

LARGE GENERAL TRANSPORTATION SCHOOLS SALES (LGTSS) RATE

AVAILABILITY

Available to all primary and secondary school customer accounts throughout Company's service territory provided that 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.

Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 1 through 27.

In the event that Customer no longer qualifies for service hereunder, Company may terminate service hereunder and commence service under its Small or General Transportation Schools Service schedule, in which case Customer's Transportation Service Agreement shall be deemed amended to reflect such change in service and rates.

CHARACTER OF SERVICE

On any day, Company shall deliver Customer's Authorized Daily Volume of gas (as defined in Part 7 hereof) on a firm basis, with no planned interruption. However, Customer's Authorized Daily Volume is interruptible when such interruption is necessary due to force majeure conditions, or where service to human needs customers is threatened.

In addition, where Customer-owned gas is being delivered to the Company at a city gate which does not serve the Local Market Area in which Customer's Facilities are located, that portion of Customer's Authorized Daily Volume is interruptible as described in Part 8 hereof.

OPTIONS:

1. FIXED DELIVERY CHARGE

The Company will charge a combination of a customer charge per account, per month, regardless of gas consumed and volumetric rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed.

2. FLEXIBLE DELIVERY CHARGE

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Large General Transportation Schools Sales base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non-natural gas fuel, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

BILLING ADJUSTMENTS

For all gas sold under the LGTS and LGTSS rate schedules, the bill shall be computed to reflect the following billing adjustments as set forth in Section VI, Part No. 27 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;
- (5) Infrastructure Development Rider; and
- (6) Capital Expenditure Program Rider.

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.

22. STANDBY SERVICE

APPLICABILITY

Applicable throughout the territory served by Company.

AVAILABILITY

Issued: January 27, 2023

- Standby Service is a service available to Transportation Service Customers under Rate Schedules SGTS, SGTSS, GTS, GTSS, LGTS, and LGTSS.
- Standby Service, if approved by Company and contracted for by Customer under this tariff, will make gas service available at all times, except where interruption is necessary due to force majeure conditions (as defined in Part 8 hereof) or where service to Non-Transportation Service Human Needs customers is threatened, up to the Daily and Seasonal Volumes contracted for as set forth in the Transportation Service Agreement, and reserves for Customer the right to purchase Standby Service gas.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

22. STANDBY SERVICE

AVAILABILITY (cont.)

- c. Daily Standby Volume. Customer is entitled to use and Company agrees to deliver gas volumes to Customer up to the Daily Standby Volume (adjusted for unaccounted-for gas) on any day during the term of the Service Agreement.
- d. Annual Standby Volume. Customer is entitled to purchase and Company is obligated to deliver to Customer the Annual Standby Volume as indicated in the Transportation Service Agreement, less unaccounted-for gas. The minimum Annual Standby Volume is for a Customer that consumes an annual volume of 6,000 Mcf or more and shall be determined by multiplying the Daily Standby Volume times 75.5. The minimum Annual Standby Volume for a Customer that consumes an annual volume less than 6,000 Mcf shall be determined based on the Customer's winter MDQ requirement times 100.
- e. Customer may request Standby Service, or a change in the level of Standby Service, upon written notice to Company on or before the preceding January 2. Company will approve or deny any request by Customer, to be effective as of the beginning of its April billing cycle, on or before the preceding January 2, as soon thereafter as practicable.

CHARGES

a. Demand Charge for Daily Standby Volume

The monthly demand charge for the Daily Standby Volume is calculated by multiplying the Maximum Daily Standby Volume(s) in the Transportation Service Agreement by the sum of the weighted average demand cost underlying the Company's effective FSS and SST contracts with TCO plus applicable gross receipts taxes.

b. Commodity Charge

All Standby Volumes delivered by Company to Customer will be considered next through Customer's meter, after Customer's own transportation gas is delivered. Any Standby Volumes delivered to Customer will be billed at the applicable TCO Monthly Index, adjusted for TCO SST Commodity, TCO SST retainage, TCO FSS injection and withdrawal charges and TCO FSS retainage, plus applicable gross receipts taxes. Customer will also pay the applicable delivery charge pursuant to this tariff on all Standby volumes delivered. In addition, Company will retain the percentage set forth herein of any Standby volumes delivered to Customer as unaccounted-for gas.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

23. 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 Transportation Service Customers on Columbia Gas of Ohio's system, and/or their Agents, served under rate schedules SGTS, SGTSS, GTS, GTSS, LGTS, and LGTSS 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 sub-paragraph (e) below.
- b) Transfers may occur between a transferor and a transferee located within the same PSP with confirmed deliveries on the same transmission pipeline. Requests to transfer gas from a transferor in one PSP to a transferee in a different PSP may only occur in accordance with an allowable transfer matrix, which will be posted on Company's website. Changes to the allowable transfer matrix shall be posted by Company forty eight (48) hours before becoming effective.
- c) Volumes eligible for transfer shall not exceed the transferor's confirmed deliveries for the day of transfer. A transfer request may not be accepted by the Company if such transfer would cause the transferor and/or transferee to incur imbalance charges.
- d) Customers and/or their Agents also remain able to effectuate monthly bank transfers pursuant to the provisions contained in Company's Banking and Balancing Service.
- e) Customers and/or their Agents must rely on Customer usage posted daily on the Company's website. The Company shall post Customer usage on its website as soon as practicable after the end of each Gas Day throughout the billing cycle. All customer usage will be posted on a best efforts basis by 5:00 P.M. Eastern time on the second business day following the end of the previous calendar month.
- f) All gas transfer requests must be accurately completed and executed by both the transferor and transferee and submitted to Company on Company's standard Gas Transfer Request Form by 5:00 P.M. Eastern time on the third business day following the end of the previous calendar month.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

- g) Company is not involved in any arrangement or agreement for compensation for the value of the gas being transferred, or for any other fees between transferor and transferee. Columbia's role in administering this rate schedule is limited to transferring gas quantities from the transferor's to the transferee's account with Company.
- h) The gas transfer service does not relieve Customer and/or its Agent of their obligation to deliver gas to Company to the Pipeline Scheduling Point in which they or their customers reside.

RATES

Company will charge the transferor \$0.05 per unit transferred, up to a maximum of \$150 per transfer. The unit will be either Dth or Mcf, depending upon the supply source being transferred.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Issued: January 27, 2023 Effective: March 1, 2023

Original Sheet No. 63

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

[Reserved for future use]

Original Sheet No. 64

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

[Reserved for future use]

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

24. OPERATIONAL FLOW ORDERS

Customers without daily measuring devices are subject to Columbia's issuance of operational flow orders (OFO) that will direct Customers or their Agent to schedule confirmed supply volumes to match Columbia's estimate of their daily usage adjusted for contracted Backup Service 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 Customers or their Agent 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 Customers' MDQ when forecasted operating conditions exceed the Company's design criteria. The Company will waive the balancing service charges set forth on Sheet 1c 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 an OFO (Deficient Supply), and the overage between the OFO volume and the actual daily supply deliveries during an OFO (Excess Supply):

Failure to comply with an OFO will result in the assessment of a charge equal to the higher of the following:

- (A) Ten dollars (\$10.00) times the OFO shortfall or overage; or
- (B) 110% of the TCO Daily Index adjusted for the SST commodity and shrinkage times the OFO shortfall or overage; or
- (C) The payment of the pro-rata share of all other charges, including gas costs, penalty charges or cash-outs, incurred by the Company as a result of non-compliance on the date of the OFO shortfall or overage.

If a Customer or their Agent complies with an OFO it shall not be subject to any charge or additional cost.

25. OPERATIONAL MATCHING ORDERS

Customers with daily measuring devices are subject to Columbia's issuance of operational matching orders (OMO) that will direct Customers or their Agent to adjust usage to match confirmed supply volumes or adjust confirmed supply to match usage adjusted for contracted Backup Service 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 Sheet 1c 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 shortfall between the OMO volume and actual daily supply deliveries during an OMO (Deficient Supply), and the overage between the OMO volume and the actual supply deliveries during an OMO (Excess Supply):

Failure to comply with an OMO will result in the assessment of a charge equal to the higher of the following:

- (A) Ten dollars (\$10.00) times the OMO shortfall or overage; or
- (B) 110% of the TCO Daily Index adjusted for the SST commodity and shrinkage times the OMO shortfall or overage; or
- (C) The payment of the pro-rata share of all other charges, including gas costs, penalty charges or cash-outs, incurred by the Company as a result of non-compliance on the date of the OMO shortfall or overage.

If a Customer complies with an OMO it shall not be subject to any charge or additional cost.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

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.

Columbia may issue Operational Warnings when nominations it receives from Customers (or their Agents) served under rate schedules SGTS, SGTSS, GTSS, GTSS, LGTS, or LGTSS 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. Eastern Time 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. Eastern Time 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. Eastern Time; 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. Eastern Time 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 Pipeline Scheduling Point (PSP) affected by the force majeure condition. Should Columbia receive notice of a force

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 the PSP 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 the Ohio Consumers' Counsel by e-mail. The Office of the Ohio 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 PUCO detailing the reasons for the issuance of the OFO and/or OMO, and documentation as to compliance with the provisions of Part Nos. 24 and 25 of this tariff.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

25. BANKING AND BALANCING SERVICE

APPLICABILITY

Applicable throughout the territory served by the Company.

AVAILABILITY

- a. Banking and Balancing Service is an optional service that is available, on a non-firm basis, to Customer accounts subscribing to Transportation Service under Rate Schedules SGTS, SGTSS, GTSS, LGTS, or LGTSS, including Customer accounts that are part of marketer Aggregation Pools.
- b. Banking and Balancing Service will be available when the Customer has executed a Service Agreement or an Addendum to its Service Agreement with the Company, under which the Company agrees to provide Banking and Balancing Service to Customer. Customers may elect to change monthly bank tolerance levels once per year. Notification of a change must be provided to Company no later than January 2 with service effective the following April 1.
- c. A Customer may subscribe to Banking and Balancing Service to account for the Company's balancing of daily differences between gas delivered into the Company's system on the Customer's behalf and volumes consumed by the Customer.
- d. Customer's gas volumes received by the Company but not delivered to the Customer at its facilities on any given day shall be referred to as "banked volumes" or a "Volume Bank." A Customer shall be permitted to add supply quantities to its Volume Bank or draw supply quantities from its Volume Bank on a non-firm basis, subject to the provisions of this Banking and Balancing Service section.
- e. The monthly bank tolerance levels that are available under this Rate Schedule are 4%, 3%, 2%, and 1% of a Customer's Annual Transportation Volume (ATV). ATV will be calculated by Columbia using the arithmetic average of the actual Customer account consumption for the thirty-six-month period ending each October billing cycle. If Customer does not elect a specific percentage for a monthly bank tolerance level, Company will assume 4%.
- f. The monthly bank tolerance level elected by a Customer will represent the maximum allowed Volume Bank at the conclusion of each billing month with the exception of November. For each November billing cycle, Customer's maximum allowed Volume Bank will be limited to 50% of a Customer's selected monthly bank tolerance level at the conclusion of the November billing cycle.
- g. The ability of a Customer to access or build a Volume Bank will be subject to restriction, in whole or in part, via Company's imposition of Operational Matching Orders (OMO) or Operational Flow Orders (OFO). Customers agree to comply with such OMOs or OFOs for the duration(s) and to the extent directed by Company.
- h. The monthly bank tolerance charges derived from this service shall flow through the Company's CHOICE/SCO Reconciliation Rider (CSRR).

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

RATE:

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

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

TRANSPORTATION SERVICE IMBALANCE CHARGES

- a. In any month when a Transportation Service Customer's deliveries to Company, when added to their available bank volume and applicable Backup Service quantities, are less than their usage, the incremental shortfall will be sold to the Customer at a price equal to 130% of the average of the TCO Daily Index prices for each day of the applicable month, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage), plus the gross receipts or other applicable taxes plus the applicable Company transportation. In addition, if, in any month, Company incurs other charges, including gas costs, penalty charges or cash-outs caused by excess monthly usage, the TS Customer shall be charged its pro rata share of such charges. All non-Company transportation revenue from such sales and charges paid by the TS Customer to Company shall be credited to the CSRR.
- b. In any month when a Transportation Service Customer's Volume Bank exceeds the allowed bank level, Company will purchase the excess volumes. The purchase price shall be equal to 70% of the average of the TCO Daily Index prices for each day of the applicable month, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage). In addition, if, in any month, Company incurs other charges, including gas costs, penalty charges or cash-outs caused by excess monthly gas supply, the Transportation Service Customer shall be charged its pro rata share of such charges. All costs from such purchases made by Company from the Transportation Service Customer shall be debited to the CSRR with all revenues for the Customer credited to the CSRR.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

CASH-OUT BASIS

Customers who do not subscribe to Banking and Balancing Service will be placed on a daily cash-out provision, as defined below and are required to pay all costs associated with the purchase and installation of a daily measuring device as specified in Part 2. On days when Customer's deliveries to Company, when added to applicable Backup Service quantities, are less than their usage, the Company will sell the excess gas used by the Customer at a price equal to 130% of the average of the TCO Daily Index prices for each day of the applicable month, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage), plus all applicable Company transportation charges. On days when Customer's deliveries to Company are greater than their usage, Company will purchase the excess volumes at a price equal to 70% of the average of the TCO Daily Index prices for each day of the applicable month, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage). In addition, if, in any such month, Company incurs other charges, including gas costs, penalty charges, or cash outs caused by excess daily usage or supply, the Customer shall be charged its pro rata share.

MONTHLY BANK TRANSFERS

Monthly bank transfers will be permitted between one Customer/Agent ("transferor") and another Customer/Agent ("transferee") located within the same PSP and having confirmed deliveries on the same transmission pipeline. Transfers may also be permitted, solely at the discretion of the Company, between a transferor and a transferee located in different PSPs and having confirmed deliveries on the same transmission pipeline. All such transfers may only be requested once a month to be effective for the upcoming billing cycle and must be requested within three (3) business days after the conclusion of the Customers' monthly billing cycle. Transferor will be charged a transfer fee of ten dollars (\$10.00) for each transaction.

DISPOSITION OF VOLUME BANKS UPON TERMINATION OF SERVICE

- a. In the event Transportation Service is terminated for a Customer that is not a participant in a marketer Aggregation Pool, the customer will be entitled to (i) take delivery of any quantities residing in a Customer's Volume Bank at the date of termination during the next two billing months, or (ii) transfer such volumes pursuant to the provisions of monthly bank transfers above. Should any quantities reside in a Customer's Volume Bank at the conclusion of this next two billing months, the Company will purchase the remaining bank quantities from the Customer. The purchase price shall be equal to 70% of the average of the TCO Daily Index prices for each day of the applicable month, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage).
- b. In the event Transportation Service is terminated for a Customer that is a participant in a marketer Aggregation Pool, no portion of the associated Aggregation Pool's Volume Bank will be assigned to or accessible for use by the Customer.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

26. GAS TRANSPORTATION SERVICE BILLING ADJUSTMENTS

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 RIDER

A PIP Plan volumetric rider per Mcf will apply to all tariff volumes of applicable customers.

RECONCILIATION ADJUSTMENT

This Rider is subject to reconciliation or adjustment, including but not limited to increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of PIP Plan expense upon which the rate was calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where the rate was approved or the Supreme Court of Ohio.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

UNCOLLECTIBLE EXPENSE RIDER

APPLICABLE

To all customers served under rate schedules SGTS, SGTSS, GTS, and GTSS.

UNCOLLECTIBLE EXPENSE RIDER

A volumetric charge per Mcf shall be applied to all volumes for service rendered under applicable rate schedules to recover costs associated with uncollectible accounts arising from those customers responsible for paying the Uncollectible Expense Rider.

RECONCILIATION ADJUSTMENT:

This Rider is subject to reconciliation or adjustment, including but not limited to increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of uncollectible expense upon which the rate was calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or the Supreme Court of Ohio.

Original Sheet No. 72

COLUMBIA GAS OF OHIO, INC.

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, SGTSS, GTS, GTSS, LGTS, and LGTSS, 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%.

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, SGTSS, GTS, GTSS, LGTS, and LGTSS.

ALL CUSTOMERS EXCEPT FLEX CUSTOMERS:

First 100 Mcf per account per month	\$0.1593 per Mcf
Next 1,900 Mcf per account per month	\$0.0877 per Mcf
Over 2,000 Mcf per account per month	\$0.0411 per Mcf

FLEX CUSTOMERS:

All bills rendered to a flex customer, as defined by Section 5727.80(N) of the Ohio Revised Code, served under Rate Schedules SGTS, SGTSS, GTS, GTSS, LGTS, and LGTSS shall be adjusted to provide for recovery of this tax at a rate of \$0.02 per Mcf on all volumes delivered with a corresponding reduction to the flexed base rate(s) being billed the account.

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, SGTSS, GTS, GTSS, LGTS, and LGTSS.

DESCRIPTION

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

- a) Hazardous Customer Service Line Replacement Program The maintenance, repair, and replacement of hazardous customer 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 metallic service lines.

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

RATE

Rate is calculated on a per account, per month basis regardless of consumption.

RECONCILIATION ADJUSTMENTS

This rider is subject to reconciliation or adjustment, including but not limited to increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or the Supreme Court of Ohio.

Original Sheet No. 75

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

DEMAND SIDE MANAGEMENT RIDER

APPLICABILITY

Applicable to all volumes delivered under the Company's SGTS and SGTSS rate schedules.

DESCRIPTION

An additional charge, for all gas consumed, to recover costs associated with the implementation of Columbia's low-income program, WarmChoice[®], and the ramp down of its non-low-income Demand Side Management Programs.

RATE

All gas consumed per account per month on a volumetric basis per Mcf.

RECONCILIATION ADJUSTMENTS

This Rider is subject to reconciliation or adjustment, including but not limited to increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or the Supreme Court of Ohio.

Original Sheet No. 76

COLUMBIA GAS OF OHIO, INC.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

INFRASTRUCTURE DEVELOPMENT RIDER ("IDR")

APPLICABILITY

To all customers billed by Columbia under rate schedules SGTS, SGTSS, GTS, GTSS, LGTS, and LGTSS.

DESCRIPTION

An additional charge per account, per month, regardless of gas consumed, to recover infrastructure development costs associated with Commission-approved economic development projects.

The IDR shall be calculated annually pursuant to an Annual Report filed by Columbia. Such annual adjustments to the IDR will become effective with bills rendered on or after the first billing unit following the expiration of the Commission Staff's 75-day review period of the Annual Report, unless the adjustment to the IDR proposed in the Annual Report is suspended by the Commission for good cause, and shall be subject to reconciliation adjustments following any hearing, if necessary.

RECONCILIATION ADJUSTMENT:

This Rider is subject to annual reconciliation or adjustment, including but not limited to increases or refunds. Such annual reconciliation or adjustment shall be limited to the infrastructure development expenses upon which the rate to recover those expenses was calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or the Supreme Court of Ohio.

RATE RIDER:

A monthly charge per account, per month shall be applied to all customers.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

CAPITAL EXPENDITURE PROGRAM RIDER ("CEP Rider")

APPLICABILITY

To all customers billed by Columbia under rate schedules SGTS, SGTSS, GTS, GTSS, LGTS, and LGTSS.

DESCRIPTION

An additional charge per account, per month, regardless of gas consumed, to recover costs associated with Columbia's Commission-approved capital expenditure program.

Columbia will file an adjustment annually by February 28, with rates to be implemented with the first billing unit of September. Columbia will set the CEP Rider rate to include additional investments, adjust for actual deferrals, and adjust for any over- and under-recovery for the CEP Rider. Columbia will also incorporate a base rate depreciation offset through December 31 for the additional investments included in the CEP Rider annually.

RECONCILIATION ADJUSTMENT

This Rider is subject to annual reconciliation or adjustment, including but not limited to increases or refunds. Such annual reconciliation or adjustment shall be limited to the incremental twelve-month period of CEP Investment upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or by the Supreme Court of Ohio.

CEP RIDER RATE

A monthly charge per account, per month shall be applied to customer bills.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Issued: January 27, 2023 Effective: March 1, 2023

Columbia Gas of Ohio, Inc.

SECTION VII PART 25 - FULL REQUIREMENTS SMALL GENERAL TRANSPORTATION SERVICE

25.1 Applicability

Applicable throughout the territory served by Company.

25.2 Requirements for Service

Available to any Customer account that meets the following requirements:

- The Customer has discharged, or entered into a plan to discharge, all existing arrearages owed the Company;
- b) The Customer must be part of an Aggregation Pool, which consists of either: (1) a minimum of 100 Customers; or (2) a group of Customers with at least 10,000 Mcf of annual throughput. The Aggregation Pool must be served by a single Retail Natural Gas Supplier; and the Retail Natural Gas Supplier must have executed a Full Requirements Aggregation Agreement with Company;
- c) The Retail Natural Gas Supplier must have acquired, or agreed to acquire, an adequate supply of natural gas of a quality acceptable to Company, including allowances for: (1) retention required by applicable upstream transporters; and (2) lost and unaccounted-for gas to be retained by Company. The Retail Natural Gas Supplier must have made, or have caused to be made, arrangements by which gas supply can be transported on a firm basis directly to specified Pipeline Scheduling Points on Company's distribution system; and,
- d) The Customer makes a security deposit with Company for Company's service and delivery charges, in an amount determined in accordance with Chapter 4901:1-17 of the Ohio Administrative Code, where the Customer has previously participated in the Columbia 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 Aggregation Pool and join any other Aggregation Pool upon assessment of a \$5.00 switching fee to the succeeding Retail Natural Gas Supplier by the Company, or revert to sales service from Company for which there will be no switching fee.

Section VII
Eighth Revised Sheet No. 25
Cancels
Seventh Revised Sheet No. 25
Page 2 of 3

Columbia Gas of Ohio, Inc.

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

25.4 Character of Service

Service provided under this schedule shall be considered firm service.

25.5 Full Requirements Small General Transportation Sales Rate

Availability

Available to all Customer accounts provided that Customer consumes less than 600 Mcf per year between September 1 and August 31. Annual consumption for Customer's service hereunder will be reviewed each August 31st.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Full Requirements Small General Transportation Service (FRSGTS) base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non-natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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.

Beginning on March 1, 2023 (the "Proration Starting Date"), the Monthly Delivery Charge for any Customer account receiving service under this schedule at a particular location for less than a full month shall be reduced by a percentage equal to the product of 1/3 times the ratio of the number of Days during which the Customer did not receive service at the location during that month's billing cycle divided by the total number of Days in that month's billing cycle. Beginning no later than one year following the Proration Starting Date, the Monthly Delivery Charge for any Customer account receiving service under this schedule at a particular location for less than a full month shall be reduced by a percentage equal to the product of 2/3 times the ratio of the number of Days during which the Customer did not receive service at the location during that month's billing cycle divided by the total number of Days in that month's billing cycle. Beginning no later than two years following the Proration Starting Date, the Monthly Delivery Charge for any Customer account receiving service under this schedule at a particular location for less than a full month shall be reduced by a percentage equal to the ration of the number of Days during which the Customer did not receive service at the location during that month's billing cycle divided by the total number of Days in that month's billing cycle.

Section VII
Eighth Revised Sheet No. 25
Cancels
Seventh Revised Sheet No. 25
Page 3 of 3

Columbia Gas of Ohio, Inc.

SECTION VII

PART 25 - FULL REQUIREMENTS SMALL GENERAL TRANSPORTATION SERVICE

25.6 Full Requirements Small General Transportation Schools Sales (FRSGTSS) Rate

Availability

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

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Full Requirements Small General Transportation Schools Service base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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

25.7 Billing Adjustments

For all gas delivered under the FRSGTS and FRSGTSS rate schedules, the bill shall be computed to reflect the following billing adjustments as set forth in Section VII, Part 29 of this tariff:

- 1) PIP Plan Tariff Schedule Rider;
- 2) Gross Receipts Tax Rider;
- 3) Excise Tax Rider;
- 4) CHOICE/SCO Reconciliation Rider;
- 5) Uncollectible Expense Rider;
- 6) Infrastructure Replacement Program Rider;
- 7) Demand Side Management Rider;
- 8) Non-Temperature Balancing Service Fee;
- 9) Infrastructure Development Rider; and
- 10) Capital Expenditure Program Rider.

25.8 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. The 1.5% shall not be charged to the Customer on a compound basis. This provision is not applicable to unpaid account balances of Customers enrolled in payment plans pursuant to Section 4901:1-18-04 of the Ohio Administrative Code.

Section VII
Sixth Revised Sheet No. 26
Cancels
Fifth Revised Sheet No. 26
Page 1 of 2

Columbia Gas of Ohio, Inc.

SECTION VII PART 26 – OHIO PRODUCTION AND OPERATIONALLY RETAINED CAPACITY

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

- 26.1 Columbia purchases certain Ohio Production and firm city gate supply volumes to satisfy location-specific customer supply requirements that cannot be served via other means. These supplies are purchased by Columbia under contracts that are either: (a) not assignable to Suppliers under terms of the contract; or (b) are of such small volume that direct assignment to Suppliers is impractical.
- 26.2 Pursuant to the Capacity Allocation Process set forth in Part 17.1 of this Section VII, Columbia will have certain pipeline capacity assets that it will not be able to directly assign Suppliers that must be utilized to meet the Design Demand of CHOICE, SCO and DSS Customers at various locations on Columbia's system. Columbia shall retain such capacity and refer to this capacity as Operationally Retained Capacity.
- 26.3 Columbia shall manage the Ohio Production, firm city gate supplies, and Operationally Retained Capacity to the benefit of all Suppliers and CHOICE, SCO and DSS Customers. Columbia shall utilize these resources to provide limited seasonal supplies and provide a Peaking Service to all Suppliers on an equal percentage of Design Demand basis.
- 26.4 Columbia shall modify the Demand Curves of all Suppliers for all PSPs in recognition of its daily purchases of Ohio Production and firm city gate supplies as well as purchase of supplies under the Operationally Retained Capacity. Annually Columbia shall determine its expected annual purchases from these resources and calculate the percentage by which the Demand Curves will be modified. This percentage shall be known as the Local Gas Adjustment Percentage.
- 26.5 Each month, each Supplier shall purchase from Columbia the equivalent volume represented by the Local Gas Adjustment Percentage to the Demand Curves. These monthly purchases shall be known as the Local Gas Purchase Requirement and shall be determined by the following formula:

Local Gas Purchase Requirement = (Suppliers Demand Curve requirement * Local Gas Adjustment Percentage) / (1 - Local Gas Adjustment Percentage)

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

Section VII
Seventh Revised Sheet No. 26
Cancels
Sixth Revised Sheet No. 26
Page 2 of 2

Columbia Gas of Ohio, Inc.

SECTION VII PART 26 – OHIO PRODUCTION AND OPERATIONALLY RETAINED CAPACITY

- 26.7 All costs incurred by Columbia to purchase Ohio Production, firm city gate supplies and supplies purchased utilizing the Operationally Retained Capacity, including demand costs, shall be charged to the CSRR. All revenue received from Suppliers through the Local Gas Purchase Requirements shall be credited the CSRR.
- 26.8 All Local Gas Purchase Requirement purchases shall be included in the annual reconciliation process for Suppliers.

Section VII Second Revised Sheet No. 26A Cancels First Sheet No. 26A Page 1 of 1

Columbia Gas of Ohio, Inc.

SECTION VII PART 26A – BTU VALUE

- 26A. Effective April 1, 2010, Columbia shall implement a standard BTU value utilized for the purpose of converting CHOICE, SCO and DSS Customer demands, measured in Ccf, to energy equivalents to facilitate delivery of natural gas supplies to Columbia in Dekatherm units by interstate and intrastate pipelines. This standard BTU shall be based on an annual Weighted Average BTU Conversion Factor.
 - Columbia shall determine its Weighted Average BTU Conversion Factor annually based on all natural gas supplies delivered to Columbia during the most recent twelve-month period available for posting February 1 of each year. The Weighted Average BTU Conversion Factor shall be in effect for a twelve-month period beginning April 1 of each year.
 - 2 Effective April 1, 2012, daily Supplier nomination requirements for each Supplier's Demand Curves shall be determined utilizing Columbia's Weighted Average BTU Conversion Factor.
 - 3. Columbia shall utilize this Weighted Average BTU Conversion Factor for reconciling supply and demand in the annual reconciliation process.
 - 4. Columbia shall post its Weighted Average BTU Conversion Factor on or before February 1 of each year.

SECTION VII PART 27 - FULL REQUIREMENTS GENERAL TRANSPORTATION SERVICE

27.1 Applicability

Applicable throughout the territory served by Company.

27.2 Requirements for Service

Available to any Customer account that meets the following requirements:

- a) Customer consumes at least 300 Mcf but no more than 6,000 Mcf per year between September 1 and August 31.
- b) All Human Needs customer accounts that consume at least 300 Mcf per year between September 1 and August 31 not otherwise eligible for service under rate schedule FRLGTS.
- c) The Customer has discharged, or entered into a plan to discharge, all existing arrearages owed the Company;
- d) The Customer must be part of an Aggregation Pool, which consists of either: (1) a minimum of 100 Customers; or (2) a group of Customers with at least 10,000 Mcf of annual throughput. The Aggregation Pool must be served by a single Retail Natural Gas Supplier that has executed a Full Requirements Aggregation Agreement with the Company;
- e) The Retail Natural Gas Supplier must have acquired, or agreed to acquire, an adequate supply of natural gas of a quality acceptable to Company, including allowances for: (1) retention required by applicable upstream transporters; and (2) unaccounted-for gas to be retained by Company. The Retail Natural Gas Supplier must have made, or have caused to be made, arrangements by which gas supply can be transported on a firm basis directly to specified Pipeline Scheduling Point on Company's distribution system; and,
- f) The Customer makes a security deposit with Company for Company's service and delivery charges, in an amount determined in accordance with Chapter 4901:1-17 of the Ohio Administrative Code, where the customer has previously participated in the Columbia 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 Aggregation Pool and join any other Aggregation Pool upon assessment of a \$5.00 switching fee to the succeeding Retail Natural Gas Supplier by Company, or revert to sales service from Company for which there will be no switching fee.

27.4 Character of Service

Service provided under this schedule shall be considered firm service.

Section VII Ninth Revised Sheet No. 27 Cancels Eighth Revised Sheet No. 27 Page 2 of 3

Columbia Gas of Ohio, Inc.

SECTION VII PART 27 - FULL REQUIREMENTS GENERAL TRANSPORTATION SERVICE

27.5 Full Requirements General Transportation Sales (FRGTS) Rate

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Full Requirements General Transportation Sales (FRGTS) base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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.

Full Requirements General Transportation Schools Sales (FRGTSS) Rate

27.6 Availability

Available to all primary and secondary school customer accounts provided the Customer consumes at least 300 Mcf, but less than 6,000 Mcf per year between September 1 and August 31. Annual consumption for Customers served hereunder will be reviewed each August 31.

Section VII Seventh Revised Sheet No. 27 Cancels Sixth Revised Sheet No. 27 Page 3 of 3

Columbia Gas of Ohio, Inc.

SECTION VII

PART 27 - FULL REQUIREMENTS GENERAL TRANSPORTATION SERVICE

27.7 Full Requirements General Transportation Schools Sales (FRGTSS) Rate

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Full Requirements General Transportation Schools Service Sales base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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.

27.8 Billing Adjustments

For all gas delivered under the FRGTS and FRGTSS rate schedules, the bill shall be computed to reflect the following billing adjustments as set forth in Section VII, Part 29 of this tariff.

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

27.9 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. The 1.5% shall not be charged to the Customer on a compound basis. This provision is not applicable to unpaid account balances of Customers enrolled in payment plans pursuant to Rule 4901:1-18-04 of the Ohio Administrative Code.

Section VII
Fifth Revised Sheet No. 28
Cancels
Fourth Revised Sheet No. 28
Page 1 of 3

Columbia Gas of Ohio, Inc.

SECTION VII PART 28 - FULL REQUIREMENTS LARGE GENERAL TRANSPORTATION SERVICE

28.1 Applicability

Applicable throughout the territory served by Company.

28.2 Availability

Available to any Human Needs Customer accounts that meets the following requirements:

- a) The Customer has discharged or entered into a plan to discharge, all existing arrearages owed the Company;
- b) The Customer must be part of an Aggregation Pool, which consists of either: (1) a minimum of 100 Customers; or (2) a group of Customers with at least 10,000 Mcf of annual throughput. The Aggregation Pool must be served by a single Retail Natural Gas Supplier that has executed a Full Requirements Aggregation Agreement with the Company;
- c) The Retail Natural Gas Supplier must have acquired, or agreed to acquire, an adequate supply of natural gas of a quality acceptable to Company, including allowances for: (1) retention required by applicable upstream transporters; and (2) unaccounted-for gas to be retained by Company. The Retail Natural Gas Supplier must have made, or have caused to be made, arrangements by which gas supply can be transported on a firm basis directly to specified Pipeline Scheduling Points on the Company's distribution system;
- d) Customer's consumption during one of the two most recent Annual Periods (November through October billing cycles) was at 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.
- e) In the event Customer no longer qualifies for service hereunder, Company may terminate service hereunder and commence service under its Full Requirements Small General Transportation Service or Full Requirements General Transportation Service schedule; and,
- f) The Customer makes a security deposit with Company for Company's service and delivery charges, in an amount determined in accordance with Chapter 4901:1-17 of the with Ohio Administrative Code, where the customer has previously participated in the Columbia 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.

Section VII
Tenth Revised Sheet No. 28
Cancels
Ninth Revised Sheet No. 28
Page 2 of 3

Columbia Gas of Ohio, Inc.

SECTION VII

PART 28 - FULL REQUIREMENTS LARGE GENERAL TRANSPORTATION SERVICE

28.3 Transfer of Service

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

28.4 Character of Service

Service provided under this schedule shall be considered firm service.

28.5 Delivery Service and Charge

The Company shall charge rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed and shall charge a delivery charge per account per month, regardless of gas consumed:

28.6 Flexible Delivery Charge

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Full Requirements Large General Transportation Service (FRLGTS) base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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

28.7 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) PIP Plan Tariff Schedule Rider:
- 2) Gross Receipts Tax Rider;
- 3) Excise Tax Rider:
- 4) Infrastructure Replacement Program Rider;
- 5) CHOICE/SCO Reconciliation Rider;
- 6) Non-Temperature Balancing Service Fee;
- 7) Infrastructure Development Rider; and
- 8) Capital Expenditure Program Rider.

Section VII
Third Revised Sheet No. 28
Cancels
Section VII
Second Revised Sheet No. 28
Page 3 of 3

Columbia Gas of Ohio, Inc.

SECTION VII

PART 28 - FULL REQUIREMENTS LARGE GENERAL TRANSPORTATION SERVICE

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. The 1.5% shall not be charged to the Customer on a compound basis. This provision is not applicable to unpaid account balances of Customers enrolled in payment plans pursuant to Rule 4901:1-18-04 of the Ohio Administrative Code.

28.9 Full Requirements Large General Transportation Schools Service (FRLGTSS)

Availability

Available to all primary and secondary school customer accounts throughout Company's service territory provided that 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 the event Customer no longer qualifies for service hereunder, Company may terminate service hereunder and commence service under its Full Requirements Small General Transportation Service or Full Requirements General Transportation Service schedule.

Character of Service and Charges

The Company will charge a combination of a delivery charge per account, per month, regardless of gas consumed and volumetric rates for all Customer-owned volumes delivered by Company to Customer's facility where gas is being consumed.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Full Requirements Large General Transportation Schools base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel, then the Company may charge a rate lower than the maximum delivery charge for all deliveries, and may also include a revenue guarantee, adequate assurance of payment, and any other commercially reasonable terms mutually agreed upon by Company and Customer.

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

Billing Adjustments

The Full Requirements Large General Transportation Schools Rate will be computed with the same billing adjustments of the Full Requirements Large General Transportation Service (FRLGTS) rate schedule.

Section VII
Twenty-Third Revised Sheet No. 29
Cancels
Twenty-Second Revised Sheet No. 29
Page 1 of 9

Columbia Gas of Ohio, Inc.

SECTION VII PART 29 - BILLING ADJUSTMENTS

PIPP PLAN TARIFF SCHEDULE RIDER

APPLICABILITY

To all volumes delivered under rate schedules FRSGTS, FRSGTSS, FRGTSS, FRLGTS, and FRLGTSS except for those volumes delivered to Customers taking service under these rate schedules that were Transportation Service customers prior to April 1, 2012, and were not subject to payment of the PIPP Rider prior to April 1, 2012.

RATE

All gas consumed per account per month per Mcf

RECONCILIATION ADJUSTMENT

This Rider is subject to reconciliation or adjustment, including but not limited to increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of PIP Plan expense upon which the rate was calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or the Supreme Court of Ohio.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Issued: January 27, 2023 Effective: March 1, 2023

Section VII Nineteenth Revised Sheet No 29 Cancels Eighteenth Revised Sheet No. 29 Page 2 of 9

Columbia Gas of Ohio, Inc.

SECTION VII PART 29 - BILLING ADJUSTMENTS

RIDER IRP INFRASTRUCTURE REPLACEMENT PROGRAM RIDER

APPLICABILITY

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

DESCRIPTION

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

- a) Hazardous Customer Service Line Replacement Program The maintenance, repair and replacement of hazardous customer 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.

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 the first billing unit of May of each year.

RATE

A monthly charge per account, per month shall be applied to customer bills.

RECONCILIATION ADJUSTMENTS

This rider is subject to reconciliation or adjustment, including but not limited to increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or the Supreme Court of Ohio.

Section VII Nineteenth Revised Sheet No. 29 Cancels Eighteenth Revised Sheet No. 29 Page 3 of 9

Columbia Gas of Ohio, Inc.

SECTION VII PART 29 - BILLING ADJUSTMENTS

DEMAND SIDE MANAGEMENT RIDER

APPLICABILITY

Applicable to all volumes delivered under the Company's FRSGTS and FRSGTSS rate schedules.

DESCRIPTION

An additional charge, for all gas consumed, to recover costs associated with the implementation of Columbia's low-income program, WarmChoice®, and the ramp down of its non-low-income Demand Side Management Programs.

RATE

All gas consumed per account per month on a per Mcf basis

RECONCILIATION ADJUSTMENTS

This Rider is subject to reconciliation or adjustment, including but not limited to increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or the Supreme Court of Ohio.

Section VII
Fifth Revised Sheet No. 29
Cancels
Fourth Revised Sheet No. 29
Page 4 of 9

Columbia Gas of Ohio, Inc.

SECTION VII PART 29 - BILLING ADJUSTMENTS

GROSS RECEIPTS TAX RIDER

APPLICABILITY

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

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%.

Section VII
Fifth Revised Sheet No. 29
Cancels
Fourth Revised Sheet No. 29
Page 5 of 9

Columbia Gas of Ohio, Inc.

SECTION VII PART 29 - BILLING ADJUSTMENTS

EXCISE TAX RIDER

APPLICABILITY

Applicable to all customers except flexed customers served under Rate Schedules FRSGTS, FRSGTSS, FRGTS, FRLGTS, FRLGTSS, and FRCTS.

RATES

First 100 Mcf per account per month	\$0.1593 per Mcf
Next 1900 Mcf per account per month	\$0.0877 per Mcf
Over 2000 Mcf per account per month	\$0.0411 per Mcf

All bills rendered to a flex customer, as defined by Section 5727.80(N) of the Ohio Revised Code, that is being served under Rate Schedules FRSGTS, FRSGTSS, FRGTS, FRGTSS, FRLGTS, FRLGTSS, and FRCTS 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.

Section VII
Sixteenth Revised Sheet No. 29
Cancels
Fifteenth Revised Sheet No. 29
Page 6 of 9

Columbia Gas of Ohio, Inc.

SECTION VII PART 29 - BILLING ADJUSTMENTS

CAPITAL EXPENDITURE PROGRAM RIDER ("CEP Rider")

APPLICABILITY

To all customers billed by Columbia under rate schedules FRSGTS, FRSGTSS, FRGTS, FRGTSS FRLGTS, and FRLGTSS.

DESCRIPTION

An additional charge per account, per month, regardless of gas consumed, to recover costs associated with Columbia's Commission-approved capital expenditure program.

Columbia will file an adjustment annually by February 28, with rates to be implemented with the first billing unit of September. Columbia will set the CEP Rider rate to include additional investments, adjust for actual deferrals, and adjust for any over- and under-recovery for the CEP Rider. Columbia will also incorporate a base rate depreciation offset through December 31 for the additional investments included in the CEP Rider annually.

RECONCILIATION ADJUSTMENT

This Rider is subject to annual reconciliation or adjustment, including but not limited to increases or refunds. Such annual reconciliation or adjustment shall be limited to the incremental twelve-month period of CEP Investment upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or by the Supreme Court of Ohio.

CEP RIDER RATE

A monthly charge per account, per month shall be applied to customer bills.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Issued: January 27, 2023 Effective: March 1, 2023

Section VII
Twenty-Second Revised Sheet No. 29
Cancels
Twenty-First Revised Sheet No. 29
Page 7 of 9

Columbia Gas of Ohio, Inc.

SECTION VII PART 29 - BILLING ADJUSTMENTS

UNCOLLECTIBLE EXPENSE RIDER

APPLICABILITY

To all customers served under rate schedules FRSGTS, FRSGTSS, FRGTS, and FRSGTSS.

UNCOLLECTIBLE EXPENSE RIDER

A per Mcf charge shall be applied to all volumes for service rendered under applicable rate schedules to recover costs associated with uncollectible accounts arising from those customers responsible for paying the Uncollectible Expense Rider.

RECONCILIATION ADJUSTMENT

This Rider is subject to reconciliation or adjustment, including but not limited to increases or refunds. Such reconciliation or adjustment shall be limited to the twelve-month period of uncollectible expense upon which the rate was calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or the Supreme Court of Ohio.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Issued: January 27, 2023 Effective: March 1, 2023

Section VII
Fifty-Eighth Revised Sheet No. 29
Cancels
Fifty-Seventh Revised Sheet No. 29
Page 8 of 9

Columbia Gas of Ohio, Inc.

SECTION VII PART 29 - BILLING ADJUSTMENTS

CHOICE/SCO RECONCILIATION RIDER ("CSRR")

APPLICABILITY

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

DESCRIPTION

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

RATE

All gas consumed per account per month on a per Mcf charge.

Section VII
Tenth Revised Sheet No. 29
Cancels
Ninth Revised Sheet No. 29
Page 9 of 9

Columbia Gas of Ohio, Inc.

SECTION VII PART 29 – BILLING ADJUSTMENTS

INFRASTRUCTURE DEVELOPMENT RIDER ("IDR")

APPLICABILITY

To all customers billed by Columbia under rate schedules FRSGTS, FRSGTSS, FRGTS, FRGTSS, FTLGTS, FTLGTSS, and FRCTS.

DESCRIPTION

An additional charge per account, per month, regardless of gas consumed, to recover infrastructure development costs associated with Commission-approved economic development projects.

The IDR shall be calculated annually pursuant to an Annual Report filed by Columbia. Such annual adjustments to the IDR will become effective with bills rendered on or after the first billing unit following the expiration of the PUCO Staff's 75-day review period of the Annual Report, unless the adjustment to the IDR proposed in the Annual Report is suspended by the PUCO for good cause, and shall be subject to reconciliation adjustments following any hearing, if necessary.

RECONCILIATION ADJUSTMENT:

This Rider is subject to annual reconciliation or adjustment, including but not limited to increases or refunds. Such annual reconciliation or adjustment shall be limited to the infrastructure development expenses upon which the rate to recover those expenses was calculated, if determined to be unlawful, unreasonable, or imprudent by the PUCO in the docket where those rates were approved or the Supreme Court of Ohio.

RATE RIDER:

A monthly charge per account, per month shall be applied to all customers.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Issued: January 27, 2023 Effective: March 1, 2023

Section VII
Sixth Revised Sheet No. 30
Cancels
Fifth Revised Sheet No. 30
Page 1 of 1

Columbia Gas of Ohio, Inc.

SECTION VII PART 30 - ANCILLARY SERVICE RATES

NON-TEMPERATURE BALANCING SERVICE

APPLICABILITY

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

RATE

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

Section VII
Sixth Revised Sheet No. 31
Cancels
Fifth Revised Sheet No. 31
Page 1 of 1

Columbia Gas of Ohio, Inc.

SECTION VII PART 30 - ANCILLARY SERVICE RATES

FULL BALANCING SERVICE

APPLICABILITY

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

RATE

\$0.4694 per Mcf charged to CHOICE Suppliers serving customers under rate schedule FRCTS on all volumes consumed by customers in the CHOICE Supplier's Aggregation Pool during the billing month.

PAYMENT

Columbia shall determine the payment (rate times applicable billing month volume) to be provided Columbia each month by each CHOICE Supplier serving customers under rate schedule FRCTS and include such payment in the monthly invoice to such Supplier(s).

Section VII Second Revised Sheet No. 32 Cancels First Revised Sheet No. 32 Page 1 of 1

Columbia Gas of Ohio, Inc.

SECTION VII PART 30 - ANCILLARY SERVICE RATES

ELIGIBLE CUSTOMER LISTS

31.1 Applicability

Applicable throughout the territory served by the Company.

31.2 Availability

Available to PUCO-certified Retail Natural Gas Suppliers and Governmental Aggregators. Retail Natural Gas Suppliers and Governmental Aggregators approved by the Company for participation in the Columbia Customer CHOICESM Program must execute a Customer Information Agreement, and must be certified by the PUCO. Updates to Eligible Customer Lists are limited to three updates within a twelve (12) month period following receipt of initial Eligible Customer List. Columbia shall have the right to request from the Retail Natural Gas Supplier or Governmental Aggregator written documentation that the customer list will be, is currently, or has been used solely for marketing and solicitation efforts in relation to the Customer CHOICESM Program and that the customer list has not been used for any other purposes.

31.3 Content

The Company shall provide, on a best efforts basis, an updated list of eligible customers pursuant to Rule 4901:1-28-05 of the Ohio Administrative Code and Rule 4901:1-29-13(C) of the Ohio Administrative Code.

31.4 Rates:

Initial Eligible Customer List \$.07 per record Update of Eligible Customer List \$.02 per record

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Issued: January 27, 2023 Effective: March 1, 2023

Section VII Second Revised Sheet No. 33 Cancels First Revised Sheet No. 33 Page 1 of 1

Columbia Gas of Ohio, Inc.

SECTION VII PART 30 - ANCILLARY SERVICE RATES

ACTIVE CUSTOMER LISTS

- 33.1 Applicability
 - Applicable throughout the territory served by the Company.
- 33.2 Availability

Available to PUCO-certified Retail Natural Gas Suppliers and Governmental Aggregators to facilitate the ongoing operation of their Aggregation Pools. Retail Natural Gas Suppliers and Governmental Aggregators must be approved by the Company for participation in the Columbia Customer CHOICESM Program.

- 33.3 Content
- 33.4 Rates:

Active Account List Minimum Charge Per List \$.015 per record \$55.00

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated January 26, 2023, in Case Nos. 21-0637-GA-AIR, et al.

Issued: January 27, 2023 Effective: March 1, 2023

Section VII Second Revised Sheet No. 34 Cancels First Revised Sheet No. 34 Page 1 of 1

Columbia Gas of Ohio, Inc.

SECTION VII PART 30 - ANCILLARY SERVICE RATES

OTHER RETAIL NATURAL GAS SUPPLIER AND GOVERNMENTAL AGGREGATOR BILLING OPTIONS

34.1 Applicability

Applicable throughout the territory served by the Company.

34.2 Availability

Available to Retail Natural Gas Suppliers and Governmental Aggregators that have been approved by the Company for participation in the Columbia Customer CHOICESM Program that have selected the Company's consolidated billing option.

34.3 Bill Logo Fees

Retail Natural Gas Suppliers and Governmental Aggregators participating in the Columbia Customer CHOICESM Program, at the Company's option, may include on bills to their Customers their Company Logo at the following rates:

Processing Charge \$400.00 Charge Per Bill Issued \$.015

34.4 Bill Message Fees

Retail Natural Gas Suppliers and Governmental Aggregators participating in the Columbia Customer CHOICESM Program, at the Company's option, may include on bills to their Customers, bill messages at the following rates:

Processing Charge \$400.00 Charge Per Bill Issued \$05

Section VII Second Revised Sheet No. 35 Cancels First Revised Sheet No. 35 Page 1 of 1

Columbia Gas of Ohio, Inc.

SECTION VII PART 30 - ANCILLARY SERVICE RATES

RETAIL NATURAL GAS SUPPLIER BILLING RATES

- 35.1 Applicability
 - Applicable throughout the territory served by the Company.
- 35.2 Availability

Available to Retail Natural Gas Suppliers that have been approved by the Company for participation in the Columbia Customer CHOICESM Program and have chosen the consolidated billing option.

35.3 Billing Rates

Retail Natural Gas Suppliers that have established billing rates as part of the Columbia Customer CHOICESM Program may continue billing those same billing rates with no charges being assessed other than the applicable billing rate change charges. A billing rate change is defined as a change in an existing Retail Natural Gas Supplier billing rate or the establishment of a new Retail Natural Gas Supplier billing rate. Retail Natural Gas Suppliers will be assessed \$25.00 for each billing rate change. The Company may, at its option, limit the total number of billing rates established by each Retail Natural Gas Supplier.

Section VII Fourth Revised Sheet No. 36 Cancels Third Revised Sheet No. 36 Page 1 of 1

Columbia Gas of Ohio, Inc.

SECTION VII PART 30 - ANCILLARY SERVICE RATES TECHNICAL SUPPORT SERVICES

36.1 Applicability

Applicable throughout the territory served by the Company.

36.2 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 Columbia Customer CHOICESM Program, at the Company's option.

36.3 Technical Support

Retail Natural Gas Suppliers, Governmental Aggregators, Retail Natural Gas Brokers and their Agents participating in the Columbia 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 36.3 of this tariff. Such support and assistance for which the charge applies is categorized in three general areas:

- Explanation of the Company's communications related to information posted through the Company's website:
- 2) Manual verification and confirmation of Customer account data beyond the information and messages available through 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 Columbia 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.

36.4 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 website.

Page 1 of 1

SECTION VII PART 37 - MISCELLANEOUS

37.1 Force Majeure

Neither Company nor any provider of Columbia Customer CHOICESM Program and/or SCO services shall be liable in damages to the other, except for the actual delivered costs, plus retainage, 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, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, storms, floods, washouts, civil disturbances, explosions, breakage, or accident to machinery 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 or otherwise, not reasonably within the control of the party 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 Company or any provider of Columbia Customer CHOICESM Program and/or SCO services, 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 a provider of Columbia Customer CHOICESM Program and/or SCO services from its obligations to make payments of amounts due hereunder.

37.2 Title to Gas

Supplier warrants that it will have good title to all natural gas delivered to Company hereunder, and that such gas will be free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify Company, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.

Page 1 of 3

SECTION VII

PART 38 – FULL REQUIREMENTS COOPERATIVE TRANSPORATION SERVICE (FRCTS)

38.1 Applicability

- a) Applicable in all territories served by the Company.
- b) In the event that the Commission has approved, prior to the effective date of this tariff paragraph, a special contract between Columbia and a Cooperative, the terms of the contract shall remain in full force and effect until the contract term has expired or the contract has been otherwise terminated. Upon the expiration or termination of such contracts between Columbia and a Cooperative, any continued service to the Cooperative shall be subject to Columbia's tariff, including Rate Schedule FRCTS.
- c) This rate schedule shall not apply to any Aggregation Agreement with a Retail Natural Gas Supplier ("RNGS") as part of the Columbia Customer CHOICESM Program whether or not the RNGS is a Cooperative.

38.2 Availability

Available to any Cooperative that meets all of the following requirements:

- a) A Cooperative Service Agreement between Columbia and the Cooperative has been executed;
- b) The Cooperative must demonstrate that it satisfies the statutory definition of a "Cooperative";
- The Cooperative will purchase gas from a Retail Natural Gas Supplier. The Supplier will deliver gas according to a Demand Curve provided by Columbia;
- d) All volumes of gas to be transported by Columbia on behalf of Cooperative shall be delivered by Retail Natural Gas Supplier to Columbia at mutually acceptable Points of Receipt on Columbia's system, and shall be redelivered by Columbia to the Cooperative at a Columbia approved daily read, electronic, telemetered (with a dedicated phone line), measuring and regulation station (the "Delivery Point") to be constructed by Cooperative, at its sole cost and expense. A Registration and Master User ID Agreement and an Agreement to Install Daily Measurement Equipment on Columbia's Measurement Facilities must be executed. The Delivery Point shall be constructed on land owned or acquired by the Cooperative. The Cooperative shall secure and provide Columbia with all right of access, including ingress/egress thereto, reasonably necessary for Columbia to perform any function required at the Delivery Point facility. Columbia has no obligation to provide any service hereunder until such land and access rights have been secured. Further, the continued existence of all ownership rights and access rights shall constitute conditions precedent to all of Columbia's obligations to provide service under this tariff;
- e) Service to Cooperatives is subject to the availability of sufficient operating capacity on Columbia's system. In the event Columbia determines that such operating capacity is insufficient, Columbia will provide Cooperative with an estimate of costs for Columbia to upgrade, extend or otherwise modify its delivery system to provide the requested service based on the load to be connected at that time according to the plan submitted. Cooperatives may elect the provision of service from Columbia through the payment of the estimated cost to upgrade or modify the system previously provided by Columbia within 60 days of receipt of the estimate;

Page 2 of 3

SECTION VII

PART 38 – FULL REQUIREMENTS COOPERATIVE TRANSPORTATION SERVICE (FRCTS)

- f) Columbia, or a contractor acceptable to Columbia, has installed a tap on a Columbia distribution line, a Columbia Service Line from the tap to an inlet shut-off valve, and the inlet shut off valve. Columbia shall be the owner of such facilities, and shall operate and maintain such facilities;
- g) The Cooperative has installed the daily read, electronic, telemetered, measuring and regulation station in accordance with Columbia's specifications. The measuring and regulation station shall be protected in accordance with Columbia's engineering standards. Columbia must inspect and approve the measuring and regulation station prior to gas flow, inclusive of any required corrosion or witness test. Columbia may inspect the measurement facilities periodically and otherwise take measures to verify and ensure the accuracy of the measurements taken at said measuring station. Specific responsibilities including design, material acquisition, installation, ownership, operations & maintenance and removal of the specific measuring station components shall be defined in the Cooperative Service Agreement;
- h) The Cooperative has installed and owns an adequate natural gas line to serve as a service line from the outlet side of said inlet shut-off valve to the measuring station in accordance with Columbia specifications. The daily read, electronic, telemetered, measuring and regulation station and Cooperative's service line shall be subject to inspection by Columbia prior to placement into service;
- The Cooperative has constructed and owns a natural gas line and appurtenant facilities from the
 measuring and regulation station to the facilities of its customers. Prior to placement into service,
 Columbia has the right, but not the obligation, to inspect, at Columbia's cost, all pipeline and facilities
 installed to the facilities of Cooperative's customers in order to ensure the pipeline and facilities are
 constructed in accordance with applicable requirements;
- j) The Cooperative is responsible for the operation and maintenance of the Cooperative's Facilities as defined in Section VII, Part 2, hereto, from the outlet side of Columbia's measurement and regulation facilities at the Point of Receipt. The Cooperative is responsible for any and all cost or expenses arising out of or relating to service to any of Cooperative's member customers, including but not limited to service calls, repairs, replacement, and performance of any operation or maintenance activity. In the event Columbia should become involved in any such service, upon receipt of an invoice from Columbia, Cooperative will remit to Columbia payment for claims made pursuant to this paragraph, including but not limited to labor, materials, overhead charges, taxes, vehicles, equipment, tool costs, and mileage; and,
- k) The Cooperative must maintain credit levels acceptable to the Company in accordance with Section VII of this tariff.

Page 3 of 3

SECTION VII

PART 38 – FULL REQUIREMENTS COOPERATIVE TRANSPORTATION SERVICE (FRCTS)

38.3 Character of Service

Service provided under this tariff is a firm service.

38.4 Delivery Charge

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

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.

38.5 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;
- 2) Excise Tax Rider; and
- 3) Infrastructure Development Rider.

38.6 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. The 1.5% shall not be charged to the Cooperative on a compound basis.

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Commission of Ohio Docketing Information System on

1/27/2023 4:36:50 PM

in

Case No(s). 21-0637-GA-AIR, 21-0638-GA-ALT, 21-0639-GA-UNC, 21-0640-GA-AAM, 89-8003-GA-TRF

Summary: Correspondence and Compliance Tariffs of Columbia Gas of Ohio, Inc. electronically filed by Ms. Melissa L. Thompson on behalf of Columbia Gas of Ohio, Inc.