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Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0960

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99 DEC -7 PM 3: 10

PUCO

December 7, 1999

Mr. Gary E. Vigorito
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793

CINERGY

RE: In the Matter of the Application of The)
Cincinnati Gas & Electric Company) Case No. 98-1167-GA-ATA
for Approval of Certain Text and Language)
Changes Within Its Gas Tariff, And Setting)
the Effective Date for the Affected Schedules)

Dear Mr. Vigorito:

Enclosed pursuant to the Commission's Order dated December 2, 1999 in the above referenced case, is four (4) conformed copies each of gas service tariffs as follows:

Sheet No. 33.3, Rate RFT - Residential Firm Transportation Service
Sheet No. 44.1, Rate FRAS - Full Requirements Aggregation Service
Sheet No. 52.13, Rate FT - Firm Transportation Service
Sheet No. 55.1, Rate AS - Pooling Service For Interruptible Transportation
Sheet No. 58.1, Rate IMBS, Interruptible Monthly Balancing Service

One copy of the schedules is for filing in the Company's TRF docket (Case No. 89-8002-GA-TRF), one copy is for inclusion in the instant case file, and two copies are to be directed to the Staff.

Please receipt-stamp the additional three (3) enclosed copies, and return for our file. Thank you.

Very truly yours,



William A. Ginn
Manager, Gas Rates & Transportation Programs

WAG:ga

Enclosure

cc: D. Maag
bcc: J. B. Gainer

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician Jamie Schupfle Date Processed 12-8-99

The Cincinnati Gas & Electric Company
139 East Fourth Street
Cincinnati, Ohio 45202

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PUCO

BILL NO. 21C

RATE RFT

RESIDENTIAL FIRM TRANSPORTATION SERVICE

AVAILABILITY

Firm full requirements transportation service for all residential customers shall be provided on demand, and available from The Cincinnati Gas & Electric Company's city gate receipt points to the outlet side of Company's meter. A customer must enter into an agreement with a Supplier who meets the Company's requirements for participation in this pooling program pursuant to Rate FRAS, Sheet No. 44.

Gas transported under this tariff shall be for customer's sole use at one point of delivery where distribution mains are adjacent to the premises to be served. Any gas provided hereunder shall be provided by displacement.

Residential customers who are enrolled in income payment plans pursuant to Rule 4901:1-18-04(B), Ohio Administrative Code (PIPP Customers), shall be provided their alternative gas supply service exclusively through their own supply pool, for which gas is provided by a willing Supplier whose bid has been approved by the Public Utilities Commission of Ohio.

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DEFINITIONS

Terms used in this tariff are defined in the same manner as set forth in Rate FRAS, Sheet No. 44.

CHANGES IN CUSTOMERS' SERVICE ELECTIONS

Customers who elect service under this tariff and later return to Company's sales service may do so only in accordance with the requirements of the Company's tariffs and applicable regulations of the Public Utilities Commission of Ohio. If a customer voluntarily elects to return to the Company's sales service, all incremental gas procurement, upstream transportation, and storage costs incurred by the Company in order to return a customer to sales service shall be borne by customer pursuant to the Commission's Gas Transportation Program Guidelines adopted in Case No. 85-800-GA-COI.

TRANSFER OF SERVICE

Customers may transfer from one Supplier's pool to any other Supplier's pool or revert to the Company's sales service upon payment of a \$5.00 switching fee. If the Company's firm transportation program terminates, if the Supplier removes the customer from its pool, or if the Company terminates a customer's Supplier's participation in the Company's transportation program, the customer may revert to the Company's sales service without payment of a switching fee.

Filed pursuant to an Order dated December 2, 1999 in Case No. 98-1167-GA-ATA before the Public Utilities Commission of Ohio.

Issued: December 7, 1999

Effective: December 7, 1999

Issued by T. L. Turner, President

(C)

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NET MONTHLY BILL

The Net Monthly Bill is determined as follows:

All delivered gas is billed in units of 100 cubic feet (CCF).

Administrative Charge per month \$ 5.24

Plus a charge per CCF for each CCF of gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer at

\$0.1922 per CCF

Plus, all transported gas shall be subject to an adjustment per CCF as set forth on:

Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan.
Sheet No. 66, Rider FTDC, Firm Transportation Development Cost Rider.
Sheet No. 67, Rider FTMC, Firm Transportation Maintenance Cost Rider.
Sheet No. 72, Rider T-O-P Transportation, Transportation Take-or-Pay Recovery Surcharge.
Sheet No. 73, Rider FSTC, Firm Service Transition Costs Recovery Surcharge.
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.
Sheet No. 77, Rider GCRT, GCR Transition Rider.

Plus, or minus, rate adjustments which may occur as a result of changes in the rates of interstate pipelines, or of rulings of the Public Utilities Commission of Ohio and/or the Federal Energy Regulatory Commission, and for which it is determined that all customers should be allocated some portion of the corresponding costs or refunds.

In addition, the net monthly bill, as calculated above, shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

Customer and/or its Suppliers shall be responsible for the collection and payment of excise taxes, revenue taxes, or similar taxes on the gas supplies that customer purchases from its Supplier.

MINIMUM BILL

The monthly minimum bill shall be the Monthly Administrative Charge shown above plus the percentage specified in Rider ETR, Sheet No. 64, the Ohio Excise Tax Liability Rider.

GENERAL TERMS AND CONDITIONS

1. Approved Supplier List

Company shall maintain a list of qualified Suppliers from which customer can choose. Such list shall include Suppliers who sign a Gas Supply Aggregation/ Customer Pooling Agreement in which Supplier agrees to participate in, and abide by Company's requirements for, its pooling program. This list shall be available to any customer upon request.

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GENERAL TERMS AND CONDITIONS (Contd.)

2. Applications and Service Date

A customer who desires service under this tariff shall apply through its chosen Supplier at least five (5) business days before customer's normal monthly meter reading date. Unless the Company determines that the customer is not eligible to become a transportation customer of the Supplier, the Company shall exercise its best efforts to transfer the customer to the Supplier's pool on the customer's next regularly scheduled meter reading date. If an application for an eligible customer is received less than five (5) business days prior to the next regularly scheduled meter reading date, the Company will transfer the customer as soon as possible. In the event that the Company is unable to transfer the customer in less than five business days, the customer shall be transferred as of the regular meter reading date of the following month. The Company shall notify the Supplier of the actual transfer date.

A customer, who terminates service under this tariff and returns to sales service, or who changes Suppliers, shall provide Company with 30 days written or electronic notice. Requests so received shall normally be honored on customer's next regularly scheduled meter reading date. In the event that a customer is returned to sales service for non-payment, the Supplier shall provide the Company with notice of termination and shall comply with any notice requirements of the Suppliers' Code of Conduct set forth in Rate FRAS, Sheet No. 44.

3. Access to Usage History and Current Billing Information

The "Customer Consent Form" used to initiate requests for service under this tariff shall authorize customer's Supplier to receive customer's usage, billing, and payment history from the Company, to act on customer's behalf in making billing/usage inquiries, and to act on customer's behalf in exchanging current billing information with Company, including notices of commencement or termination of service by either party.

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4. Delivery Pressure and Gas Composition

Gas service under this tariff shall be at the pressure that is currently available at customer's premise.

During severe weather periods, Company must sometimes supplement its flowing gas supplies with propane-air gas produced at peaking plants located at various points on Company's system. While Company attempts to manufacture such gas at a heating value roughly equivalent to the heating value of its flowing gas supplies, it is not always able to do so.

5. Regulatory Approvals

Customer's Supplier shall be responsible for making all necessary arrangements and securing all requisite regulatory or governmental approvals, certificates or permits to enable gas to be delivered to Company's system.

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LATE PAYMENT CHARGE

Payment of the total amount due must be received in Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance of the bill, except any gas supply costs which the Company is billing on behalf of a Supplier pursuant to Billing Option 1 of Rate FRAS, Sheet No. 44, is due and payable. However, this provision is not applicable to:

- (1) customers actively enrolled on the Percentage of Income Payment Plan (PIPP) pursuant to Rule 4901:1-18-04(B), Ohio Administrative Code.
- (2) the unpaid account balances of those customers being backbilled in accordance with Section 4933.28 Ohio Revised Code; and
- (3) the unpaid account balances of those customers on other Commission-approved deferred payment plans or the Budget Billing Plan, except that a late payment charge may be assessed on any deferred payment plan or Budget Billing Plan amount not timely paid.

At a residential customer's request, the Company will not charge a late payment charge where there has been only one late payment in a twelve month period.

SERVICE REGULATIONS

The supplying of, and billing for, service, and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and to Company's Service Rules and Regulations currently in effect as filed with the Public Utilities Commission of Ohio and as provided by law and by the regulations of The Public Utilities Commission of Ohio.

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RATE FRAS

FULL REQUIREMENTS AGGREGATION SERVICE

AVAILABILITY

This service is available to Suppliers delivering gas on a firm basis to the Company's city gate receipt points on behalf of customers receiving firm transportation service from the Company under Rate Schedules RFT and FT. The service provided hereunder allows Suppliers to deliver to the Company on an aggregated basis those natural gas supplies that are needed to satisfy the requirements of customer pools participating in the Company's firm transportation programs.

DEFINITIONS

"Aggregation Service" is a service provided by the Company that allows Suppliers to deliver to the Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the requirements of the two, or more, firm transportation customers that comprise the membership of the Supplier's Pool, as defined below, all in accordance with the rules established by the Company regarding delivery requirements, banking, billing and payments, and Supplier performance requirements. (T)

"Commission" means the Public Utilities Commission of Ohio.

"Customer" means a recipient of transportation service provided by the Company under Rate RFT or Rate FT which secures its gas supply from a Supplier.

"Gas Supply Aggregation/Customer Pooling Agreement" is an agreement between the Company and Supplier that defines the mutual responsibilities and obligations of those parties relative to the Aggregation Service provided under Rate FRAS.

"Human Needs Customer" shall have the same meaning as that defined by the Public Utilities Commission of Ohio in its transportation guidelines as contained in Case No. 85-800-GA-COI.

"Negative Imbalance Volume" is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period exceeds the sum of the volumes available for redelivery by the Company to the Pool during the same period.

"Positive Imbalance Volume" is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period is less than the sum of the volumes available for redelivery by the Company to the Pool during the same period.

"Program" means the Company's firm transportation/supply aggregation program under Rate RFT and Rate FT, and Rate FRAS, respectively.

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DEFINITIONS (Contd.)

"Operational Flow Orders" (OFOs) are orders issued by the Company via its electronic bulletin board or fax transmission directing customer, or its Supplier, to adjust their daily deliveries to either match, match or be less than, or match or be more than (1) their Daily Adjusted Target Supply Quantity for those customers receiving service under Rates FT and RFT, or (2) their actual measured volumes for those customers receiving service under Rate IT or interruptible special contract arrangements.

"Pool" is a group of customers receiving service pursuant to firm transportation tariffs that have been joined together pursuant to Rate FRAS, Full Requirements Aggregation Service for supply management purposes.

"Small Commercial Customer" is a commercial class transportation end-use customer which consumes less than 2,000 Mcf per year.

"Supplier" is a marketer, supplier, broker, pool operator, producer, or other qualified business entity that has joined a group of the Company's firm transportation customers together for gas supply management purposes, meets the qualifications for a Supplier set forth in Rate FRAS, agrees to accept responsibility for the aggregate supply management requirements of the pool, and has executed a "Gas Supply Aggregation/Customer Pooling Agreement" with the Company.

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"Target Supply Quantities" are defined as daily city gate delivery quantities determined from statistical models used to estimate the daily gas usage of the full requirements firm customers in Supplier's Pool. These daily gas usage estimates are adjusted for "unaccounted for" losses and converted from volumetric to thermal quantities.

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AGGREGATION POOL

Suppliers shall be permitted to aggregate customers into pools for supply management purposes. Customers within a Supplier's pool must be receiving service pursuant to the Company's Rates RFT or FT.

AGGREGATION AGREEMENT

Before commencing service hereunder, Supplier(s) must have met the qualifications to act as a Supplier and executed a "Gas Supply Aggregation/Customer Pooling Agreement" with the Company. Such agreement shall be for a minimum of two years and shall set forth the mutual obligations and responsibilities of both the Company and the Supplier relative to this aggregation customer pooling service.

The benefits and obligations under this agreement and under this tariff shall begin when the Supplier commences to supply gas service. It shall inure to, and be binding on, 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 or approval of the Company, which shall not be unreasonably withheld.

REQUIREMENTS FOR PARTICIPATION

Each Supplier desiring to participate in the Company's Customer Aggregation/Firm Transportation Programs will be evaluated to ensure that it possesses the financial resources and sufficient experience to perform its responsibilities as a Supplier. On the basis of this evaluation, a Supplier's participation may be limited to a level specified by the Company.

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REQUIREMENTS FOR PARTICIPATION (Contd.)

Suppliers not meeting the necessary credit level will be required to provide additional security in the form of a letter of credit, a surety bond, a cash deposit, and/or an other appropriate guaranty in order to participate.

In order for the Company to complete the evaluation, Suppliers will be required to provide the following information:

1. Current audited financial statements prepared in the last 12 months;
2. Most recent annual report, 10K or 10Q;
3. List of parent company and other affiliates;
4. Names, addresses, and telephone numbers of 3 trade references; and
5. Names, addresses, and telephone numbers of banking institution contacts.

In the event that any of the above information is unavailable from a Supplier, the Company may permit the Supplier to provide other verifiable sources of financial information for that Supplier.

Financial evaluations will be based on standard credit factors such as previous customer history, Dun & Bradstreet financial and credit ratings, trade references, bank information, unused line of credit, and related financial information. The Company shall determine credit worthiness based on the above criteria, and it will not deny a Supplier's participation in the Program without reasonable cause. A fee of \$50.00 will be assessed to the Supplier for each financial evaluation.

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The Company reserves the right to conduct re-evaluations of Suppliers from time to time. Such re-evaluation may be initiated either by a request from the Supplier or by the Company if the Company reasonably believes that the credit worthiness of a Supplier may have deteriorated or that the Supplier's participation level has exceeded the level for which the Supplier was previously approved. On the basis of such re-evaluation, a Supplier's level of participation may be increased or decreased, or the Supplier may be removed from further participation in the Program.

SUPPLIERS' CODE OF CONDUCT

Each Supplier participating in the Company's firm transportation programs shall:

1. communicate to participating customers, in clear understandable terms, the customers' rights and responsibilities. This communication shall include (a) the Supplier's customer service address and local or toll-free telephone number; (b) a statement describing the Supplier's dispute resolution procedures; (c) notice that the continuation of this program is subject to the Commission's approval; and (d) for residential and small commercial customers, a statement that the Supplier must provide the customer and the Company with at least 30 days written notice prior to discontinuing service.
2. provide in writing pricing and payment terms that are clear and understandable and inform consumers whether the price that the customer will pay is inclusive or exclusive of applicable taxes, and Company approved tariffed riders and surcharges;
3. refrain from engaging in communications or practices which are fraudulent, deceptive, or misleading;
4. deliver gas to the Company on a firm basis on behalf of the Supplier's pool members in accordance with the requirements of the "Gas Supply Aggregation/Customer Pooling Agreement";

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SUPPLIERS' CODE OF CONDUCT (Contd.)

5. establish and maintain a credit-worthy financial position to enable the Supplier to indemnify the Company and the customers for costs incurred as a result of any failure by Supplier to deliver gas in accordance with the requirements of the program and to assure payment of any PUCO-approved charges for any such failure;
6. in all contracts with participating residential and small commercial customers, provide the right to terminate the contract with Supplier without penalty if the Program is terminated by the Commission prior to the end of the supply contract;
7. for all residential and small commercial customers, provide the Company and the customer at least 30 days written notice prior to the end of the term of the contract with Supplier of Supplier's intent to discontinue service to the customer;
8. for customer contracts of six (6) months or longer duration, notify customers sixty (60) days in advance that their contract is up for renewal; (N)
9. to the maximum extent possible, attempt to resolve all disputes between Supplier and customers in the Supplier's Pool.
10. for newly approved marketers/suppliers, and/or suppliers who have made changes to their promotional or contract materials, submit such new or changed materials to Staff for approval. Staff will notify the Company when such approval is given. (N)
11. refrain from requesting customer-specific billing, payment, and usage history without first having received the customer's approval to access such information. (N)
12. agree to implement a third-party verification customer sign-up process when conducting a door-to-door marketing/sales campaign. (N)

CONSEQUENCES OF SUPPLIERS' FAILURE TO PERFORM OR COMPLY

If a Supplier fails to deliver gas in accordance with the full service requirements of its Pool customers, the Company shall supply gas temporarily to the affected Pool customers and shall bill Supplier the higher of either (1) the fair market price for that period or (2) the highest incremental cost of gas for that period that the Company actually paid for gas supplies, including transportation and all other applicable charges. The Company shall have the right to immediately and unilaterally invoke suppliers' letter of credit, bond or parental guarantee in order to enforce recovery from supplier of the cost of these replacement supplies. (T)

If a Supplier fails to deliver gas in accordance with the requirements of the Company's "Gas Supply Aggregation/Customer Pooling Agreement" or otherwise fails to comply with the provisions of this tariff, the Company shall have the discretion to suspend temporarily or terminate such Supplier's further participation in the Program. If the Supplier is suspended or terminated from further participation in the Company's Program, customers in the Supplier's Pool shall revert to the Company's sales service unless and until said customers join another Supplier's Pool.

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CONSEQUENCES OF SUPPLIERS' FAILURE TO PERFORM OR COMPLY (Contd.)

In the event the Company seeks to suspend or terminate a Supplier from further participation in the Company's Firm Transportation Program, Company shall first notify the Supplier of the alleged violations which merit suspension or termination. Such notice shall be in writing and sent to the Supplier at the fax number listed in the "Gas Supply Aggregation/Customer Pooling Agreement" ten (10) business days prior to the effective date of the suspension or termination.

CUSTOMER INQUIRIES AND DISPUTE RESOLUTION

Each Supplier shall cooperate with the Company, the Commission's Consumer Services Department (CSD), and the Ohio Consumers' Counsel (OCC) (as it pertains to residential customers), to answer inquiries and resolve disputes, and all customers participating in the Company's firm transportation programs shall be apprised by Supplier of the dispute resolution process set forth below prior to such customers executing a supply contract with any Supplier. The following process and procedures shall be applicable to inquiries and disputes involving all participating residential and small commercial customers and to all other commercial and industrial customers unless said other commercial and industrial customers have provided for a different dispute resolution process as part of their contract with their Supplier:

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- a) Supplier must provide a local or toll-free telephonic means for participating customers to obtain information on their account and their dispute resolution process. The Supplier shall provide a copy of the method to resolve disputes to the CSD and the OCC (as it pertains to residential customers), and the name and phone number of a contact person from the Supplier whom the Commission's CSD, the Company, or the OCC may contact concerning customer complaints.
- b) At the time a participating customer executes its written agreement with a Supplier, the Supplier shall provide the customer, in writing, all the information set forth in paragraph (c) below.
- c) Each participating customer's billing statement shall list the CSD's local or toll free number and TDD/TTY number and the Supplier's consumer service local or toll free phone number, and, for participating residential customers, the OCC's local or toll-free number as well. In addition, each participating customer's billing statement shall inform the participating customer that such customer may contact the CSD or the OCC (as to residential matters) with respect to any inquiries or problems that they may be experiencing with the Company's firm transportation programs.
- d) For the Commission's or OCC's use in responding to inquiries or handling complaints, Supplier shall, upon the request of the CSD or OCC (as to residential customers), provide copies of all informational materials, standard contracts, and Supplier's billing formats, including updates to these materials if substantially changed. Supplier shall also provide copies of individual contracts to the CSD and/or OCC (as to residential matters), as needed, in order to enable CSD and/or OCC (as to residential matters) to respond to customer inquiries or to assist in resolving customer complaints.
- e) Within five (5) business days of the date a Supplier has received a complaint from a customer, the Supplier shall respond to the customer regarding the complaint; the Supplier shall also provide a detailed response to the customer within such period of time as is reasonable considering the nature and complexity of the subject of said complaint.
- f) If a Supplier fails to negotiate or to resolve any dispute that arises from its contract with a customer, a complaint may be brought to the Commission through its normal complaint handling procedures which are provided by statute or by the Commission's rules and regulations.

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CUSTOMER SIGN-UP PROCEDURE

Customers participating in the Company's firm transportation programs must execute a written gas supply agreement with a Supplier which states that the customer has agreed to participate in the Program and which sets forth the terms and conditions of the customer's gas supply purchase. The format of the gas supply agreement may be designed by the Supplier, but at a minimum, it must include the applicable information specified by paragraphs 1, 2, and 6 of the Supplier's Code of Conduct set forth above. Each customer participating in the programs must also execute a "Customer Consent Form" as set forth on the last page of this tariff. The Customer Consent Form will be used to resolve disputes if the validity of an account sign up comes into question via an exception report or if the customer has signed up with more than one Supplier. Suppliers must provide the Company with a copy of the signed consent form within three business days from the time the Company requests it. In the event a customer has signed up with more than one Supplier, the earliest date on the Customer Consent Forms will determine the Supplier's Pool to which the customer will be assigned.

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Throughout the month, Supplier will provide the Company with tapes, or other electronic batch processing device to be agreed upon, listing all customers that it has signed up, or wishes to delete from its customer list, since its last submission. Listings shall include the customers' names and Company account numbers. In the event a dispute arises, Supplier has the responsibility to prove that customer has signed up with Supplier. To the extent that the Supplier's customer list information does not match the Company's or if the Company's records identify the customer as a PIPP customer, exception reports will be issued and non-verified customers will not be added until the information is corrected by the Supplier on a subsequent report. Any incomplete submittal will be returned to the Supplier for completion. Once a customer is added to a particular supplier's list, the customer will remain with that Supplier until it appears for deletion on the supplier's list. The customer will revert to the Company's system supply unless the customer's name and account number appear on another Supplier's batch processing list. Customers who on their own initiative decide to revert from transportation service to system supply will be permitted to do so without the Company making any determination regarding whether the customer is contractually permitted to make such move. The Company shall not be liable to the Supplier for allowing the customer to revert to system supply. The names of customers returning to system supply in this manner will be included and coded on a Company-generated exception report which shall be electronically forwarded to the Supplier.

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The Company will verify both the customer "add" and customer "delete" lists with its customer database and electronically provide Suppliers confirmation of list changes within three business days. The Company shall also provide Supplier with a normalized monthly volumetric profile and daily sendout curve for the Supplier's customer pool in the aggregate, at least ten (10) days before the first day of the next month. This list will include peak day customer pool data for capacity planning purposes.

BILLING OPTIONS

All PIPP customers shall receive a single bill from the Company which, in lieu of the Gas Cost Recovery Rate as set forth on Rider GCRR, Sheet No. 71, shall include the gas cost of the Supplier who was awarded the bid for the PIPP customer pool, adjusted by application of the percent specified on Rider ETR, Sheet No. 64. The processing of all payments from PIPP customers shall continue to be subject to the provisions of the Ohio Administrative Code and Commission orders governing the PIPP program. As more fully described in the Gas Supply Agreement, all amounts paid by Company to Supplier for purchases for PIPP customers shall be made on or before the tenth work day of the month following any month's deliveries.

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For customers participating in the Program, other than PIPP customers, Suppliers may elect one of two billing options as follows:

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BILLING OPTIONS (Contd.)

Option 1

The customer shall receive one bill from the Company which indicates the name of the Supplier from whom the customer is receiving its gas supply and which charges an amount for gas supply in accordance with the rate agreed upon between the Supplier and the customer, including any taxes for which the Supplier must collect. A Supplier who elects this billing option will be limited to a reasonable number of rate schedules to which a customer may be assigned by the Supplier. In the event that a Supplier desires extraordinary billing system changes, the Supplier shall be charged for the cost of implementing such changes.

The customer will be responsible for making payment to the Company for the entire amount shown on the bill. In the event that a customer remits to the Company less than the full payment due, the payment received shall first be applied to the Company's charges shown on the bill plus any arrearages relating to such Company charges from previous billing periods, and the residual amount, if any, shall be applied to the Supplier's portion of the bill, including the taxes thereon. For any customer who has not made payment in full, the Company shall promptly notify the Supplier of the amount of the shortfall which is attributable to Supplier's portion of the bill.

(T)

The Company shall remit to the Supplier, by wire transfer or otherwise, payment for all gas billed to the Supplier's customers by the Company on Supplier's behalf, including taxes attributable to Supplier's portion of the bill, reduced by the amount of any shortfalls in customers' payments of amounts billed previously by the Company on the supplier's behalf. Payment to supplier will be made by the twentieth day of the month following the billing month.

(N)

Supplier shall be responsible for dispersing to the appropriate taxing authorities any tax which is attributable to Supplier's portion of the bill. Supplier may also assume responsibility for collecting any shortfall from the customer for the supplier's portion of the bill, and thereby avoid returning the customer to the Company if the customer's bill remains delinquent after thirty days. If the supplier assumes such collection responsibility, it must notify the Company and the customer if, and when, the customer should be removed from Supplier's pool and returned to system supply in accordance with the procedures that have been developed for adding and deleting customers from a Supplier's pool.

(C)

(C) (N)

In the event, and to the extent, that a customer remits to the Company less than the amount which would be attributable to the Company's charges and arrearages included on the bill, the customer shall be subject to the same late charges and disconnection procedures which would be applicable if the customer were receiving service as a Company sales customer.

Option 2

The customer shall receive two bills as follows:

- (a) The Company shall bill and collect for its portion of the bill, which includes charges for local delivery service and all applicable surcharges. In the event, that a customer remits to the Company less than the amount included on the Company's bill, the customer shall be subject to the same late charges and disconnection procedures which would be applicable if the customer were receiving service as a Company sales customer.

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BILLING OPTIONS (Contd.)

- (b) Supplier shall be responsible for billing and collecting its part of the bill including any arrearages that they are due from Supplier's own prior billings. To facilitate Suppliers' portion of the billing, the Company will electronically provide each Supplier with a listing of the monthly meter readings and usages of all those customers within Supplier's pool that have been billed by the Company for a billing cycle each time the Company completes such a billing cycle. Such billing data will correspond to the consumption data on which the Company based its bill for local delivery service. A Supplier is responsible for providing gas supplies to all customers in its pool until the customers are returned to system supply or move to another pool in accordance with the procedures that have been developed for adding and deleting customers from a Supplier's pool.

(T)

UPSTREAM CAPACITY REQUIREMENTS

Suppliers participating in the Company's firm transportation program must secure their own upstream pipeline capacity required to meet Supplier's Rates FT and RFT pool peak day requirements. Due to the physical configuration of the Company's system, during the months of December, January and February, each Supplier must deliver, or cause to be delivered, 32 percent of its daily pool requirements through those pipelines connected to the north end of the Company's gas system (Texas Gas, ANR, Texas Eastern). Conversely, during those same months each Supplier must deliver, or cause to be delivered, 68 percent of its required daily deliveries through pipelines serving the south end of the Company's gas system (Columbia Gas Transmission, KO Transmission).

(C)

The Company will provide and charge the Supplier a balancing service, which will be solely used to manage differences between the Company's required daily delivery and actual consumption. The rate for this balancing service, which is set forth in Rider FBS, Sheet No. 75, Firm Balancing Service, is described further in the Daily Balancing Option paragraph below. This balancing charge will be applied to the total monthly consumption by the Supplier's aggregate FT and RFT pool.

The Company may make available to Suppliers, upstream interstate capacity. Suppliers accepting such capacity are subject to the terms and conditions of the tariffs of those pipeline companies on whose facilities such capacity is accepted. A Supplier wishing to contract for the release of such capacity must make a request for release for a period in excess of thirty days and agree to pay the full contract demand rate which the Company would otherwise pay for the released capacity, in order for supplier to be assured the assignment of such capacity. The Company shall not be obligated to provide requested capacity if it has no surplus capacity beyond the amount needed to supply its Gas Cost Recovery customers.

(T)

DAILY BALANCING OPTION

Suppliers must pay the Company for daily balancing service in accordance with the following provisions:

Target supply quantities must be delivered each day based on the Company's forecasted temperatures and the aggregate demand curve for each customer pool, all as more fully described within the "Gas Supply Aggregation/Customer Pooling Agreement" between the Company and Supplier. Any Supplier which fails to deliver gas volumes in accordance with that agreement may be terminated from further participation in the program.

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DAILY BALANCING OPTION (Contd.)

Suppliers will be billed the balancing charge rate per Mcf on all volumes consumed by the customer pool each billing month. This rate, which is set forth on Rider FBS, Sheet No. 75, Firm Balancing Service, will be updated concurrently with the Company's Gas Cost Recovery filings to reflect changes in the rates of interstate pipeline companies' tariffs whose services underlie the provision of this balancing service.

The Company may reduce the daily target supply quantities during the calendar months of October and November to provide for deliveries by Supplier of less gas than the projected consumption level of the customer pool in order to avoid the potential of pipeline penalty charges.

Suppliers are subject to Operational Flow Orders issued by the Company as described below. The Company may suspend from this program any Supplier which does not comply with an Operational Flow Order.

MEASUREMENT OF CONSUMED VOLUMES

Monthly volumes billed to participating customers shall be considered actual volumes consumed, whether the meter reading is actual or calculated.

ANNUAL RECONCILIATION

The Company will reconcile imbalances on an annual basis, for each Supplier, through determination of the difference between (1) the Supplier's deliveries for the previous year and (2) the actual consumption plus the Company's unaccounted-for percentage on the Supplier's aggregate Customer Pool, both calculated at city gate, adjusted for recognition of all adjustments applicable to the previous year.

(C)

Suppliers have the option to eliminate the imbalance through either 1) payment from Company for excess deliveries or billed by Company for under-deliveries at the weighted average first of the month index for Onshore Columbia Gulf published in Inside FERC Natural Gas Report for the twelve months ending in July of each year, or 2) the exchange of gas with Company via a storage inventory transfer or delivery over the next 30 days. All elections must be made at the time the Supplier contracts with the Company for Aggregation Service.

(C)

OPERATIONAL FLOW ORDERS

Suppliers are subject to the Company's issuance of operational flow orders which will direct each Supplier to adjust scheduled volumes to match the Customer Pool's estimated usage. However, on days with projected temperatures colder than the design winter peak day temperature, the Supplier will have two options. The Supplier may: 1) deliver to Company the volume of gas equal to the projected demand; or 2) deliver to Company only that volume equal to the design peak day demand and rely on Company to acquire the incremental volume i.e., the difference between the projected demand and the design peak day demand. If the Supplier selects the second option, the Supplier will pay the Company for costs the Company incurs in obtaining the incremental supply. Failure of the Supplier to deliver volumes in accordance with its selected option may result in suspension or termination from further participation in Company's firm transportation program.

(T)

Failure to comply with an Operational Flow Order, which is defined as the difference between the daily OFO volume and actual daily deliveries, will result in the action and/or billing of the following charges:

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OPERATIONAL FLOW ORDERS (Contd.)

Under-deliveries

(T)

- (1) the payment of a gas cost equal to the highest incremental cost paid by Company on the date of non-compliance;
- (2) one month's demand charges on the OFO shortfall. This charge shall not be imposed more frequently than once in any thirty day period; and
- (3) the payment of all other charges incurred by Company including pipeline penalty charges on the date of the OFO shortfall.

Over-deliveries

(N)

- (1) Any over-run delivered by Supplier will be confiscated by the Company and used for its general supply requirements, without compensation to Supplier.
- (2) Company shall bill and Supplier shall pay any penalty charges that the Company incurs from the interstate pipelines for such excess deliveries, provided such penalties can be attributed to Supplier's over-run.

(N)

COMPANY STANDARDS OF CONDUCT WITH RESPECT TO MARKETING AFFILIATES

In operation of its firm transportation program, the Company will adhere to the following Standards of Conduct for Marketing Affiliates:

- (1) Company must apply any tariff provision relating to transportation services in the same manner to the same or similarly situated persons if there is discretion in the application of the provision.
- (2) Company must strictly enforce a tariff provision for which there is no discretion in the application of the provision.
- (3) Company may not, through a tariff provision or otherwise, give its marketing affiliate or customers of its affiliate preference over non-affiliated gas Suppliers or customers of Suppliers in matters, rates, information, or charges relating to transportation service including, but not limited to, scheduling, balancing, metering, storage, standby service or curtailment policy. For purposes of the Company's firm transportation program, any ancillary service provided by Company, e.g., billing and envelope service, that is not tariffed will be priced uniformly for affiliated and non-affiliated companies and available to all equally.
- (4) Company must process all similar requests for transportation in the same manner and within the same approximate period of time.
- (5) Company shall not disclose to anyone other than a Company employee any information regarding an existing or proposed gas transportation arrangement, which Company receives from (i) a customer or Supplier, (ii) a potential customer or Supplier, (iii) any agent of such customer or potential customer, or (iv) a Supplier or other entity seeking to supply gas to a customer or potential customer, unless such customer, agent, or Supplier authorizes disclosure of such information.

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COMPANY STANDARDS OF CONDUCT WITH RESPECT TO MARKETING AFFILIATES (Contd.)

- (6) If a customer requests information about Suppliers, Company shall provide a list of all Suppliers operating on its system, but shall not endorse any Supplier nor indicate that any Supplier will receive a preference because of a corporate relationship.
- (7) Before making customer lists available to any Supplier, including any Company marketing affiliate, Company will post on its electronic bulletin board a notice of its intent to make such customer list available. The notice shall describe the date the customer list will be made available, and the method by which the customer list will be made available to all Suppliers.
- (8) The Company will, to the extent practicable, separate the activities of its operating employees from its affiliate marketing employees in all areas where their failure to maintain independent operations may have the effect of harming customers or unfairly disadvantaging unaffiliated Suppliers under the Company's transportation programs.
- (9) Company shall not condition or tie its agreements for gas supply or for the release of interstate pipeline capacity to any agreement by a gas supplier, customer or other third party in which its marketing affiliate is involved.
- (10) Company and its marketing affiliate shall keep separate books of accounts and records.
- (11) Neither the Company nor its marketing affiliate personnel shall communicate to any customer, Supplier or third party the idea that any advantage might accrue for such customer, Supplier or third party in the use of Company's service as a result of that customer's, Supplier's or other third party's dealing with its marketing affiliate.
- (12) The Company's complaint procedure for issues concerning compliance with these standards of conduct is as follows. All complaints, whether written or verbal, shall be referred to the Company's designated attorney. The Company's designated attorney shall orally acknowledge the complaint within five (5) working days of receipt. The complainant party shall prepare a written statement of the complaint which shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and specific claim. The Company's designated attorney shall communicate the results of the preliminary investigation to the complainant in writing within thirty (30) days after the complaint was received including a description of any course of action which was taken. He or she shall keep a file with all such complaint statements for a period of not less than three years. (T)
- (13) If the Company offers its affiliate or a customer of its affiliate a discount, or fee waiver for transportation services, balancing, meters or meter installation, storage, standby service or any other service offered to shippers, it must, upon request, prospectively offer such discounts, rebates or fee waivers to all similarly situated non-affiliated suppliers or customers under similar terms and conditions. (N)

OTHER RULES AND REGULATIONS

Except to the extent superseded herein, the Company's Rules and Regulations Governing the Distribution and Sale of Gas and such other Commission rules as are applicable shall apply to all gas transportation service provided hereunder.

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CUSTOMER CONSENT FORM

I have signed a written agreement for the purchase of natural gas supply containing the terms and conditions of my service with my Supplier, _____. I understand and agree to those terms and agree to participate in the program as a transportation delivery service customer. My Supplier is entitled to obtain my historic and current gas usage data from The Cincinnati Gas & Electric Company. Further, I authorize my supplier to obtain my recent billing and payment history from The Cincinnati Gas & Electric Company.

(N)

Signature of Customer

Date

Print or Type Name As It Appears on Monthly Bill

Customer Account Number From Monthly Bill

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BILL NO. 21F

RATE FT

FIRM TRANSPORTATION SERVICE

AVAILABILITY

Firm full requirements transportation service available to all non-residential customers within the Company's entire service territory, and at the customer's option, to serve the firm service requirements of interruptible transportation customers in combination with service under Rate IT. Service shall be provided on demand from the Company's city gate receipt points to the outlet side of Company's meter used to serve the customer. Customer must enter into a "pooling" agreement with a Supplier that meets the Company's requirements for participation in this pooling program, and must arrange for the delivery of gas into Company's system. A "Pool" consists of a group of customers with at least 30,000 Mcf of annual throughput served by a single Supplier, and the Supplier must have executed a Gas Supply Aggregation/Customer Pooling Agreement with the Company.

Customers who believe that they will significantly increase throughput, from their historic firm service levels, shall so inform the Company.

(T)

Gas transported under this tariff shall be for customer's sole use at one point of delivery where distribution mains are adjacent to the premise to be served. Any gas provided hereunder shall be provided by displacement.

DEFINITIONS

Terms used in this tariff are defined in the same manner as set forth in Rate FRAS, Sheet No. 44.

CHANGES IN CUSTOMERS' SERVICE ELECTIONS

Customers, who elect service under this tariff and later return to Company's sales service may do so only in accordance with the requirements of the Company's tariffs and applicable regulations of the Public Utilities Commission of Ohio. If a customer voluntarily elects to return to the Company's sales service, all incremental gas procurement, upstream transportation, and storage costs incurred by Company in order to return customer to sales service shall be borne by customer pursuant to the Commission's Gas Transportation Program Guidelines adopted in Case No. 85-800-GA-COI.

TRANSFER OF SERVICE

Customers may transfer from one Supplier's pool to any other Supplier's pool or revert to the Company's sales service upon payment of a \$5.00 switching fee. If the Company's firm transportation program terminates, if the Supplier removes the customer from its pool, or if the Company terminates a customer's Supplier's participation in the Company's transportation program, the customer may revert to the Company's sales service without payment of a switching fee.

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TRANSFER OF SERVICE (Contd.)

The Company shall waive the switching fee for all new small commercial customers who revert to the Company's sales service before November 1, 1998.

(C)

CHARACTER OF SERVICE

Service provided under this schedule shall be considered firm service.

NET MONTHLY BILL

The Net Monthly Bill shall be determined in accordance with the following rates and charges:

Administrative Charge \$16.21

Plus a charge per CCF for each CCF of gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer:

First 1,000 CCF transported at	\$0.18071 per CCF
Next 4,000 CCF transported at	\$0.17347 per CCF
Additional CCF transported at	\$0.16651 per CCF

Plus, all transported gas shall be subject to an adjustment per CCF as set forth on:

Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan.

Sheet No. 66, Rider FTDC, Firm Transportation Development Cost Rider.

Sheet No. 67, Rider FTMC, Firm Transportation Maintenance Cost Rider.

Sheet No. 72, Rider T-O-P Transportation, Transportation Take-or-Pay Recovery Surcharge.

Sheet No. 73, Rider FSTC, Firm Service Transition Costs Recovery Surcharge.

Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.

Sheet No. 77, Rider GCRT, GCR Transition Rider.

Plus, or minus, rate adjustments which may occur as a result of changes in the rates of interstate pipelines, or of rulings of the Public Utilities Commission of Ohio and/or the Federal Energy Regulatory Commission, and for which it is determined that all customers should be allocated some portion of the corresponding costs or refunds.

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NET MONTHLY BILL (Contd.)

In addition, the net monthly bill, as calculated above, shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

(S)

Customer and/or its Suppliers shall be responsible for the collection and payment of excise taxes, revenue taxes, or similar taxes on the gas supplies that customer purchases from its Supplier.

MINIMUM BILL

The monthly minimum bill shall be the Administrative Charge shown above plus the percentage specified in Rider ETR, Sheet No. 64, Ohio Excise Tax Liability Rider.

LATE PAYMENT CHARGE

Payment of the total amount due must be received in Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance of the bill, except any gas supply costs which the Company is billing on behalf of a Supplier pursuant to Billing Option 1 of Rate FRAS, Sheet No. 44, is due and payable. However, this provision is not applicable to the unpaid account balances of those customers being backbilled in accordance with Section 4933.28 Ohio Revised Code.

GENERAL TERMS AND CONDITIONS

1. Approved Supplier List

Company shall maintain a list of qualified Suppliers from which customer can choose. Such list shall include Suppliers who sign a Gas Supply Aggregation/Customer Pooling Agreement in which Supplier agrees to participate in, and abide by Company's requirements for, its pooling program. This list shall be available to any customer upon request.

2. Applications and Service Date

A customer who desires service under this tariff shall apply through its chosen Supplier at least five (5) business days before customer's normal monthly meter reading date. Unless the Company determines that the customer is not eligible to become a transportation customer of the Supplier, the Company shall exercise its best efforts to transfer the customer to the Supplier's pool on the customer's next regularly scheduled meter reading date. If an application for an eligible customer is received less than five (5) business days prior to the next regularly scheduled meter reading date, the Company will transfer the customer as soon as possible and may waive the thirty day notice provision; in the event that the Company is unable to transfer the customer in less than five business days, the customer shall be transferred as of the regular meter reading date of the following month. The Company shall notify the Supplier of the actual transfer date.

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GENERAL TERMS AND CONDITIONS (Contd.)

A customer, who terminates service under this tariff and returns to sales service, or who changes Suppliers, shall provide Company with 30 days written or electronic notice. Requests so received shall normally be honored on customer's next regularly scheduled meter reading date. In the event that a customer is returned to sales service for non-payment, the Supplier shall provide the Company with notice of termination and shall comply with any notice requirements of the Suppliers' Code of Conduct set forth in Rate FRAS, Sheet No. 44.

3. Access to Usage History and Current Billing Information

The "Customer Consent Form", used to initiate requests for service under this tariff, shall authorize customer's Supplier to receive customer's usage, billing, and payment history from the Company, to act on customer's behalf in making billing/usage inquiries, and to act on customer's behalf in exchanging current billing information with Company, including notices of commencement or termination of service by either party.

(T) (C)

4. Delivery Pressure and Gas Composition

Gas service under this tariff shall be at the pressure that is currently available at customer's premise. During severe weather periods, the Company must sometimes supplement its flowing gas supplies with propane-air gas produced at peaking plants located at various points on the Company's system. While the Company attempts to manufacture such gas at a heating value roughly equivalent to the heating value of its flowing gas supplies, it is not always able to do so. A customer whose operations are affected by swings in the composition of the Company's gas is required to notify the Company of that fact so that the Company can give the customer advance notice when the propane plants are going to be in operation.

5. Service Term

Except customers returned for non-payment or for good cause shown, a customer who elects service under this tariff, other than a small commercial customer, shall not be permitted to return to Company's sales service for at least one (1) year.

6. Regulatory Approvals

Customer's Supplier shall be responsible for making all necessary arrangements and securing all requisite regulatory or governmental approvals, certificates or permits to enable gas to be delivered to the Company's system.

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AUTOMATIC METER READING EQUIPMENT

If the customer requests the Company to install remote meter reading equipment at customer's meter location in order to monitor the customer's usage on a daily basis, customer shall be responsible for the cost of such equipment either through a lump-sum payment or monthly facilities charges, at the Company's option, designed to reimburse the Company for the cost of such equipment.

(S)

In the event customer, in co-operation with its Supplier, wishes to install telemetering devices or related equipment in order to monitor consumption, the Company shall provide the necessary interface with its meters. Customer shall be responsible for the costs of providing such interface, including the cost of electric and or telephone services, if required. Customer shall pay the Company, either through a lump-sum payment or monthly facilities charges, at the Company's option, designed to reimburse Company for the cost of providing such interface. Customer shall be solely responsible for installing, maintaining, and operating devices that it installs. Customer, or its agent, shall provide the Company with daily usage data if requested by the Company. In the event of disagreement between the parties, the Company's metered consumption data shall be used for all billings to the customer.

CURTAILMENT OF SERVICE

Company may curtail service under this rate schedule in accordance with curtailment procedures on file with, and approved by, the Public Utilities Commission of Ohio. In the event customer fails to comply with the Company's direction to curtail, the Company reserves the right to physically discontinue service to the customer. Company shall not be liable in damages or otherwise to customer for any loss of production, other claim, or any consequences occasioned by customer as a result of such curtailment or because of the lack of advance notice to customer of such curtailment.

SERVICE REGULATIONS

The supplying of, and billing for, service, and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and to Company's Service Rules and Regulations currently in effect as filed with the Public Utilities Commission of Ohio and as provided by law and by the regulations of The Public Utilities Commission of Ohio.

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RATE AS

POOLING SERVICE FOR INTERRUPTIBLE TRANSPORTATION

AVAILABILITY

Pooling service available to (1) customers receiving interruptible gas transportation service under Rate IT who are acting as their own pool operator for supply management purposes, and (2) pool operators designated by Rate IT customers to manage gas supplies on their behalf and as a part of an aggregated customer pool. For purposes of administering this tariff, the usages of all customers within a pool will be combined into a single pool usage number, which will be matched against the pool operator's total deliveries to its interruptible transportation pool.

(T)

CHARACTER OF SERVICE

Customers must elect whether they will operate as their own pool operator or choose a pool operator from a list of approved gas pool operators that have signed "Interruptible Transportation Pooling Agreements" with the Company. Such elections will be assumed to carryover from month to month unless the customer or pool operator notifies the Company to the contrary at least ten (10) days prior to the start of a new month. In such agreements, pool operators accept responsibility for meeting the aggregated daily and monthly gas delivery requirements of those interruptible transportation customers comprising their customer pool. Included among the aggregated gas supply and delivery obligations assumed by designated pool operators are requirements for responding to operational flow orders, daily, or monthly, balancing, monthly "cash outs", and payment of penalty charges exclusive of those arising from customers' failure to interrupt or curtail deliveries when ordered to do so by the Company.

Pool operators shall have access to Company-offered services including balancing services, and imbalance trading privileges in proportion to those services that would be available to the individual customers who comprise their customer pool. Pool operators shall also have access to the daily and monthly usage data for the individual customers that comprise their pool.

POOL OPERATOR REQUIREMENTS

Customers will not be permitted to join pools, nor shall pool operators be permitted to disband their pools, until all outstanding imbalances with the Company have been eliminated.

NET MONTHLY BILL

The Net Monthly Bill shall be rendered to the pool operator by the tenth day of the calendar month for services rendered during the preceding month, and shall consist of the following charges, or credits, calculated on an aggregated basis for the entire customer pool:

- (1) In those instances where gas supplies are purchased from, or sold to, the Company under the monthly "cash-out" provision of Rate IDBS or Rate IMBS, Company shall bill pool operator for the cost of such "cash-outs" based on the aggregated imbalance of the pool and the "cash-out" pricing provision of those tariff schedules.

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NET MONTHLY BILL (Contd.)

- (2) In those instances where the pool operator has failed to respond to operational flow orders ("OFOs"), pool operator will be billed unauthorized overrun/underrun charges, in addition to the flow-through of penalty charges from pipeline and gas suppliers, that can be attributed to pool operator's failure to respond.

(S)

LATE PAYMENT CHARGES

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable.

TERMS AND CONDITIONS

Pool operators must enter written service agreements with the Company. Such service agreements shall set forth specific covenants and obligations undertaken by the Company and pool operators under this tariff on behalf of the customers that they serve.

SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to the Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

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(C)

The Cincinnati Gas & Electric Company
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
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BILL NOS. 21B - Imbalance Charges-IMBS
281 - Cash out - Sales to Pools
282 - Cash out - Purch. From Pools
21A - Unauthorized Overrun
283 - Pipeline Penalties

RATE IMBS

INTERRUPTIBLE MONTHLY BALANCING SERVICE

(S)

AVAILABILITY

Interruptible transportation monthly gas balancing service available (1) to customers receiving service under Rate IT who are acting as their own pool for supply management purposes, and (2) to pool operators designated by customers to manage their gas supplies on their behalf, and as a part of an aggregated customer pool. For purposes of this tariff, a pool shall aggregate the requirements of all pool member customers and be treated as a single customer for supply management purposes.

CHARACTER OF SERVICE

The service provided under this tariff is a "best efforts," interruptible, monthly gas balancing service that requires only a general obligation to balance daily pool usage with pool deliveries into the Company's city gate stations and provides that no daily imbalance charges or penalties will be levied on the pool operators, except on those days when operational flow orders (OFO) have been issued. However, pool operators are under a continuing obligation to work with the Company in a good faith manner to respond to both formal and informal system management requests, and to strive to maintain relative daily balancing on the system throughout the course of the month (i.e., avoid zero nominations, flat nominations and make weekend nominations.) For purposes of this tariff an "Operational Flow Order" shall be defined as "a directive issued by the Company to a pool operator requiring such pool operator to deliver daily gas quantities into the Company's designated receipt points in quantities that match their pool's actual daily measured usage, or in quantities consistent with those requested by the Company." OFO's shall be issued for operational reasons only, and not for economic considerations. In the event a pool operator violates this tariff or the aggregation agreement, the Company may assess such a violator for all direct incremental gas supply, capacity, or storage costs incurred due to the violation. In addition, if the violations are part of a pattern of non compliance or of a magnitude that merits additional action be taken, the Company may take steps to suspend or permanently remove a pool operator from participation upon notice. The Company shall have the right to limit or terminate the availability of this service to pool operators guilty of excessive abuse of the system; i.e., engaging in extreme and/or continued violations of the tariff terms and conditions including this general balancing requirement. For purposes of administering this tariff, the daily and monthly usages of all customers within a pool will be combined into single daily/monthly pool usage number, which will be matched against the pool operator's total daily/monthly deliveries to its interruptible transportation pool.

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SERVICE DESCRIPTION

Interruptible transportation customers who avail themselves of the service under this rate schedule must select monthly imbalance carry over tolerance levels from among the following options:

	Allowed Monthly Under-Run %	Allowed Seasonal Monthly Over-Run		Charge on All Throughput
		May Through November %	December Through April %	
Option 1	0	5	7	\$0.015 per Mcf
Option 2	0	6	8	\$0.020 per Mcf
Option 3	0	8	10	\$0.025 per Mcf

Pool operators who select the balancing service contemplated under this Rate IMBS shall be held to a monthly balancing requirement within the monthly imbalance carry over tolerance level selected. Pool operators shall be subject to only a general obligation to balance pool requirements and deliveries on a daily basis unless an OFO has been issued.

On days when OFO's have been issued for operational purposes other than to simply affect receipt point changes, pool operators are required to operate on a "gas-in equals gas-out" basis. Any net imbalances on these OFO days may result in unauthorized overrun/underrun charges, or penalty charges being levied against the responsible pool operator. Such charges shall be calculated in accordance with the "Charges for Unauthorized Deliveries" provision of Rate IT, Interruptible Transportation Service. In order to minimize daily imbalance charges and penalties on OFO days, as well as end of month imbalance "cash outs," pool operators are encouraged to participate in the Company's inter-pool imbalance trading/transfer opportunities and related electronic bulletin board (EBB) services. Daily imbalance trades/transfer made through the Company's EBB must be completed within four (4) business days from the date that the trade or transfer applies. Monthly imbalance trades to comply with the monthly balancing requirements of Rate IMBS must be made within four (4) business days after the end of the month. The pool or pool operator receiving gas that has been traded or transferred will be billed a fee in accordance with Rate GTS for each transaction.

NET MONTHLY BILL

Net monthly imbalances will be calculated for billing purposes as the net of:

(T)

- a) actual deliveries,
- b) plus or minus imbalance trades,
- c) plus or minus unauthorized daily or monthly OFO overrun/underrun volumes,
- d) plus monthly imbalance carryover,
- e) minus actual metered usage on an aggregated pool basis, as adjusted for unaccounted for losses.

(T)

The Net Monthly Imbalance percentage will be determined by dividing the net monthly imbalance as measured at the burner tip by the burner tip equivalent total aggregated pool deliveries for the month.

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NET MONTHLY BILL (Contd.)

Pool operators receiving balancing services under this rate schedule shall be subject to the following charges:

- (1) Unauthorized overrun/underrun charges as described above and resulting from pool operator's failure to comply with daily operational flow orders except as provided above.
- (2) End of month "cash out" charges for volumes over/under delivered outside of pool operator's selected Option tolerance levels, as follows:
 - (a) Over-deliveries are defined as monthly deliveries into the Company's city gate stations, plus the prior month's carryover volumes that exceed the pool's aggregated customer's metered usage for the month as adjusted for shrinkage back to the city gate, and as adjusted for the pool's elected monthly carry over tolerance percentage. Over-deliveries beyond the pool's elected monthly carry over tolerance percentage shall be cashed out to the pool operator at the first of the month index published in *Inside F.E.R.C. Natural Gas Report*, "Prices of Spot Gas Delivered to Pipelines," Columbia Gulf Transmission Co., Onshore Louisiana Index, first publication of the month following the delivery month, plus Columbia Gulf and Columbia Gas Transmission pipelines' commodity transportation costs, plus fuel, to the Company's city gate. (Note: For actual billing purposes a burner tip rate equivalent to that described above will be applied to the volumes delivered in excess of the elected monthly carry over tolerance percentage, as measured at the burner tip.)
 - (b) Under-deliveries are defined as monthly deliveries into the Company's city gate stations, (T) plus the prior month's carryover volumes, that are less than the pool's aggregated customers' metered usage for the month, as adjusted for shrinkage back to the city gate). Under deliveries shall be cashed out at the first of the month index published in *Inside F.E.R.C. Natural Gas Report*, "Prices of Spot Gas Delivered to Pipelines," Columbia Gulf Transmission Co., Onshore Louisiana Index, first publication of the month following the delivery month, plus Columbia Gulf and Columbia Gas Transmission pipelines' commodity transportation costs, plus fuel, to the Company's city gate. (Note: For actual billing purposes a burner tip rate equivalent to that described above will be applied to the under-delivery volumes, as measured at the burner tip.)

SERVICE REGULATIONS

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