

COLUMBIA GAS OF OHIO, INC.

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

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

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

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

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

7. **Service Not to be Disturbed.** No customer shall attach or use any appliance which may result in the injection of air, water, or other foreign matter into the Company's lines and, without prior approval from the Company, no customer shall attach or use any appliance which will increase or decrease the pressure in the Company's lines intermittently to such extent as to interfere with continuous service to other customers.
8. **No Customer Shall Sell to Another.** 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. Upon request, an employee shall identify him or herself, provide company photo identification, and state the reason for the visit.
10. **Customer's Responsibility.** Customer assumes all responsibility for house piping downstream from the outlet side of the meter, and for the installation 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, without reimbursement, will make or procure conveyance to Company of right-of-way satisfactory to it across the property owned or controlled by customer for Company's distribution mains, extensions thereof, or appurtenances necessary or incidental to the supplying of service to customer.
12. **Charges and Payment for Temporary Service.** In addition to regular payments for gas used, the customer shall pay the cost for all material, labor, and all other necessary expense incurred by the Company in supplying gas service to the customer at his request for any temporary purpose or use. 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.

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- 13. Customer Indebted to Company.** Service will not be supplied to any premises, if at the time of application for service, the applicant is indebted to Company for service previously supplied at the same or other premises, until payment of such indebtedness or other arrangement satisfactory to the Company shall have been made. The Company shall follow the reconnection procedures established by Ohio Administrative Code Section 4901:1-18, and any subsequent amendments thereto, which section is incorporated herein by reference.
- 14. Customer Shall Satisfactorily Secure Account.** Company may require a residential customer to satisfactorily secure an account in accordance with the provisions and procedures of Ohio Revised Code Section 4933.17 and Ohio Administrative Code Section 4901:1-17. 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 Ohio Revised Code 4933.17 and Ohio Administrative Code 4901:1-17. If a residential customer establishes financial responsibility with a deposit, the Company shall bill the deposit with no fewer than three installments where each payment will be due along with current charges, unless otherwise elected by the customer. Copies of the statute and rule shall be made available for inspection upon the request or inquiry of any customer or applicant for service.
- Company may require a small commercial customer to satisfactorily secure an account in accordance with the provisions of Rule 4901:1-13-08 of the Ohio Administrative Code.
- 15. Right to Shut Off Gas.**
- A. The Company shall have the right to discontinue service for any of the following reasons or purposes:
- (1) Refusing access;
  - (2) Failure to furnish or maintain the required security deposit;
  - (3) Violation of any of these rules and regulations; or
  - (4) Pursuant to rules of the Public Utilities Commission of Ohio as amended from time to time.
- B. The Company shall have the right to discontinue service and the right to disconnect and remove from the premises of any customer the meter and any other property belonging to the Company for any of the following reasons or purposes:
- (1) Non-use of gas;
  - (2) Nonpayment of bills for gas when bills are due;
  - (3) Fraudulent representation or practice;
  - (4) Whenever deemed necessary by the Company for safety reasons.
- C. For residential customers, the Company shall comply with the provisions of Chapter 4901:1-18 of the Ohio Administrative Code.
- D. For small commercial customers, the Company shall comply with the provisions of Rule 4901:1-13-08 of the Ohio Administrative Code.
- 16. Change of Address of Customer.** When customer changes his address he should give notice thereof to Company prior to the date of change. Customer is responsible for all service supplied to the vacated premises until such notice has been received and Company has had a reasonable time, but not less than three (3) days, to discontinue service.

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

**SECTION II - METERING AND BILLING**

- 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.

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

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

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

The Company shall test the meter, at the request of the customer, in accordance with Section 4933.09 of the Ohio Revised Code and Rule 4901:1-13-04 (D) of the Ohio Administrative Code. The customer or the customer's representative may request to be present when the meter test is performed. If the meter is found to be correct, as above defined, the customer shall pay the Meter Test Charge as set forth in Section IV, Part No. 6(g) of the Company's 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:

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- 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 Public Utilities Commission, Section 4933.28 of the Ohio Revised Code, and Rule 4901:1-13-04 of the Ohio Administrative Code, as amended from time to time.
- 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.

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- 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 policy on bill format and billing procedure shall comply with Sections 4901:1-13-11 and 4901:1-29-12 of the Ohio Administrative Code as amended from time to time.

**SECTION III - PHYSICAL PROPERTY**

- 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. It consists of two distinct parts, (a) the Service Line Connection, and (b) the Customer Service Line. 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 it remains the property of the Company.
- (a) **Service Line Connection.** The Service Line Connection consists of the connection at the main, necessary pipe and appurtenances to extend to the property line or the curb 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.
- (b) **Customer Service Line.** The Customer Service Line consists of the pipe from the outlet of the curb valve or, if there is no curb valve, from the property or lot line, to and including the Natural Gas Riser and the meter connection. The Company shall have the right to prescribe the size, location and termination points of the Customer Service Line.
- (c) **Natural Gas Riser.** A Natural Gas Riser is the vertical portion of the Customer Service Line that connects the balance of the Customer Service Line to the meter setting. A Natural Gas Riser can also be used to connect the balance of the Customer Service Line to the customer service regulator setting.
- (d) **Responsibility for Repair or Replacement of Prone to Failure Natural Gas Risers.** Pursuant to Commission 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 Customer Service Lines, as identified in PUCO Case No. 05-0463-GA-COI. A Customer may arrange for repair or replacement of their prone to fail riser and hazardous Customer Service Line associated with a prone to fail riser by using a plumber qualified in accordance with Company requirements to make such replacements or repairs and to restore service.
- (e) **Responsibility for Repair or Replacement of Customer Service Line Not Associated with a Prone to Fail Riser.** The Customer 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 Customer Service Line is determined by the Company to be a "Hazardous Customer Service Line Leak."
- (f) **Definition of Hazardous Customer Service Line Leak.** A Hazardous Customer Service Line Leak is a condition that is identified on the Customer Service Line and which, as determined by the Company, presents either: an existing or probable hazard to persons or property; or, requires a scheduled repair or replacement based upon severity or location.

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AND SALE OF GAS**

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(g) **Treatment of Hazardous Customer Service Line Leaks.** The Company will immediately take action to repair or replace, or schedule for repair or replacement, Hazardous Customer 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 Customer 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.

(h) **Reimbursement to Customers.** The Company shall reimburse any Customer who repaired or replaced a prone to failure Natural Gas Riser or a prone to failure Natural Gas Riser and an associated hazardous Customer Service Line, using the services of a DOT Operator-Qualified plumber, between November 24, 2006 and April 9, 2008. Reimbursement will be at actual costs incurred by the Customer, as proven by the Customer-provided receipt, with the maximum reimbursement for replacement of a prone to failure Natural Gas Riser being \$500 per Natural Gas Riser and the maximum reimbursement for an associated hazardous Customer Service Line being \$1,000. After April 9, 2008, any Customer who repairs or replaces a prone to failure Natural Gas Riser or a Customer Service Line with a Hazardous Customer Service Line Leak associated with a prone to failure Natural Gas Riser, using the services of a plumber qualified in accordance with Company requirements to make such replacements or repairs and to restore service, will be reimbursed at actual costs incurred by the Customer, as proven by the Customer-provided receipt, with the maximum reimbursement for replacement of a prone to failure Natural Gas Riser being \$385 for a full riser replacement, and \$330 for a riser repair using a ServiSert fitting, and the maximum reimbursement for an associated Hazardous Customer Service Line being \$1,000. Reimbursement to a Customer will be made within 60 days of the Customer's submission of a receipt for work performed, through reimbursement check. Upon reimbursement to the Customer for repair or replacement of a Customer Service Line or Natural Gas Riser, the Customer Service Line or Natural Gas Riser shall become the property of the Company. The Company will not process any requests for reimbursement for repairs or replacements conducted between November 24, 2006 and April 9, 2008 after September 1, 2008.

(k) **Company Rights and Responsibilities.** The Company assumes financial responsibility for repair or replacement of all Hazardous Customer Service Line Leaks and for repair or replacement of Natural Gas Risers prone to failure as of April 9, 2008. Ownership of each Customer Service Line will continue to remain with the Customer until such time 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 Customer Service Line Leak or replacement of Natural Gas Risers prone to failure.

(l) **Customer's Rights and Responsibilities.** The Customer shall be responsible at all times for the safekeeping of Customer 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 Customer Service Line due to negligence or misuse by the Customer or Customer's agent on the Customer's premises.

(m) **Testing and Certification of Results.** The Company is responsible for the testing of the Service Line Connection and the Customer 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 Customer Service Line, the plumber will be responsible for testing the Service Line Connection and the Customer Service Line.

Filed in accordance with Public Utilities Commission of Ohio Entry dated December 3, 2008 in Case Nos. 08-0072-GA-AIR , 08-0073-GA-ALT, 08-0074-GA-AAM, and 08-0075-GA-AAM.

Issued: December 3, 2008

Effective: December 3, 2008

Issued By  
J. W. Partridge Jr., President

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

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

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

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

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

- 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. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Company will require the customer, at the customer's expense, to relocate the meter setting together with any portion of the customer's service line necessary to accomplish such relocation.
- 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.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**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 Chapter 4901:1-13-05(A)(3) of the Ohio Administrative Code to determine that no leaks exist.

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

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 or the Company 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.

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**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 on any dedicated street or highway without cost up to but not more than a distance of one hundred (100) feet for each Applicant.

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 of the agreement.

Where a main extension is necessary to provide service availability to plots of lots or real estate subdivisions and such main extension is not deemed justified at the Company's expense, the owners, 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 of the agreement.

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 shall require the applicant or applicants to enter into a line extension agreement and deposit with the Company the estimated cost of that portion of the main extension which is not deemed economically justified at the Company's expense, based on such study. 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 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 of the agreement.

Filed in accordance with Public Utilities Commission of Ohio Entry dated May 24, 2017 in Case Nos. 16-2067-GA-ATA and 16-2068-GA-IDR

Issued: May 31, 2017

Effective: May 31, 2017

Issued By  
Daniel A. Creekmur, President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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In no case shall the total of refunds exceed the amount deposited for the extension. Deposits will not draw interest. All extensions shall be the property of the Company.

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

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

**13. Addition and Replacement of Facilities.** Where it is necessary, and if Customer and Company agree in writing that it should be done, Company will construct additions, replacements or betterments of its facilities located at the Customer's measurement station in order to accommodate gas volumes delivered to the Customer. Customer shall pay Company the estimated cost of such additions, replacements, or betterments, including an adjustment for federal income tax, prior to the installation thereof.

Such estimate shall be accompanied by supporting data in such detail as Customer shall reasonably require. If the actual cost including an adjustment for federal income tax is less than the estimate, Company shall refund any overpayment to Customer. If the actual cost is greater than the estimate, Customer shall reimburse Company for the additional cost, including an adjustment for Federal Income tax. Such facilities shall remain the property of Company.

**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.

(2) **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.

Filed in accordance with Public Utilities Commission of Ohio Entry dated November 22, 2011 in Case No. 08-1344-GA-EXM.

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**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 Ohio Administrative Code Section 4901:1-18, and any subsequent amendments thereto, which section is incorporated herein by reference.

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

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

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

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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.

Filed in accordance with Public Utilities Commission of Ohio Entry dated November 22, 2011 in Case No.08-1344-GA-EXM.

Issued: December 30, 2011

Effective: April 1, 2012

Issued By  
J. W. Partridge Jr., President

COLUMBIA GAS OF OHIO, INC.

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**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) Connection Charge

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

(c) Dishonored Check Charge

Whenever a customer pays a bill by check and the check is returned to the company by the customer's financial institution for lack of sufficient funds in the customer's account, there may be a dishonored check charge assessed for each check returned. Such customer shall be charged eighteen dollars (\$18.00) for processing the dishonored check.

(d) 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 date whether actual or estimated, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the customer's total obligation. This provision is not applicable to: (1) unpaid account balances existing prior to the effective date of this rule and regulation, or (2) unpaid account balances of customers enrolled in payment plans pursuant to Section 4901:1-18-04, Ohio Administrative Code.

(e) Excess Flow Valve Charge

If an eligible customer, as defined by 49 CFR 192.383, requests the installation of an excess flow valve on the Service Line, the requesting eligible customer must pay Columbia's average cost of installing an excess flow valve prior to Columbia's installation of the excess flow valve.

Filed in accordance with Public Utilities Commission of Ohio Order dated July 5, 2017 in Case No. 17-1005-GA-ATA.

Issued: July 6, 2017

Effective: July 6, 2017

Issued By  
Daniel A. Creekmur, President

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## 6. (Continued)

(f) 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;
- (2) 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.

(g) 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.

(h) 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 forth dollars (\$40.00) shall be assessed. If 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 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 **“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 **“Business Day”** is a Day that is a weekday (Monday through Friday), excluding holidays.

Filed in accordance with Public Utilities Commission of Ohio Order dated July 5, 2017 in Case No. 17-1005-GA-ATA

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- D. **“Commercial Customer”** is a Customer using gas through a single meter in commercial activities such as apartment buildings, rooming and boarding dwellings, residential hotels, multifamily row housing, doubles, duplexes, combination commercial and residential accounts be considered commercial if usage is half or more than half of the total service, and for all other situations where gas is supplied to consumers in two or more dwelling units designed for the primary purposes of residences. Includes warehousing, distributing or selling commodities, providing professional services, wholesale and retail stores, offices, office buildings, hotels, clubs, lodges, associations, restaurants, railroad and bus stations, banks, laundries, dry cleaners, mortuaries, garages for commercial activity, gasoline stations, theaters, bowling alleys, billiard parlors, motor courts, camps, bars, grills, taverns, retail bakeries, hospitals, schools, churches, religious and charitable institutions, governmental agencies or the like.
- E. **“Company” or “Columbia”** means Columbia Gas of Ohio, Inc.
- F. **“Company’s Billing Cycle”** means the Company’s accounting revenue month.
- G. **“Customer”** means any individual, governmental, or corporate entity taking sales service hereunder. A Customer may have more than one Account, as defined herein. The Company’s service under the applicable rate schedules is provided to a single Account.
- H. **“Customer’s Billing Cycle”** means the monthly period that occurs between monthly meter readings taken by Company for billing purposes at Customer’s facilities.
- I. **“Customer’s Facilities”** means the Customer’s property, factories, and buildings where natural gas is being consumed.
- J. **“Day”** means 24-hour period beginning at 9:00 a.m. central clock time.
- K. **“Default Sales Service” or “DSS”** means a Commission-regulated sales service provided by Columbia to: (1) Transition Customers, (2) those customers not eligible to participate in the CHOICE program or a Governmental Aggregation Program, and, (3) PIPP customers.
- L. **“Dekatherm” or “Dth”** means one million British thermal units (Btu’s).
- M. **“High Priority”** means the Customer has contracted for a better quality of service. The order of interruption, which determines the quality of service, is as follows: (1) All volumes exceeding Authorized Daily Volumes; (2) volumes consumed by or delivered to Customers served under Rate Schedules LGS, FRLGTS and LGTS; (3) volumes consumed by or delivered to Customers served under Rate Schedules GS, FRGTS, FRCTS and GTS; (4) Backup Service; (5) volumes consumed by or delivered to Customers served under Rate Schedules SGS, SGTS and FRSGTS; and (6) non-Transportation Service Human Needs Customers.
- N. **“Industrial Customer”** means a Customer using gas in a process which either involves the extraction of raw or unfinished materials in another form or product through the application of heat or heat treating, steam agitation, evaporation, baking, extraction, drying, distilling, etc.
- O. **“Mcf”** means one thousand cubic feet of natural gas.
- P. **“PUCO”** means Public Utilities Commission of Ohio.
- Q. **“Residential Customer”** means Customer using gas in a single-family residential dwelling or unit for space heating, air conditioning, cooking, water heating, incineration, refrigeration, laundry drying, lighting, incidental heating, or other domestic purposes. Includes a tenant billed for natural gas consumption or use by other tenants at the same premises.

Filed in accordance with Public Utilities Commission of Ohio Entry dated January 9, 2013 in Case 12-2637-GA-EXM.

Issued: January 17, 2013

Effective: April 1, 2013

Issued By  
J. W. Partridge Jr., President

COLUMBIA GAS OF OHIO, INC.

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

Filed in accordance with Public Utilities Commission of Ohio Entry dated January 9, 2013 in Case 12-2637-GA-EXM.

Issued: January 17, 2013

Effective: April 1, 2013

Issued By  
J. W. Partridge Jr., President

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

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**2. SALES RATES**

**SMALL GENERAL SERVICE (SGS)**

**APPLICABILITY:**

Applicable in all territories served by Company.

**CHARACTER OF SERVICE**

Service provided under this schedule shall be considered firm service.

**SMALL GENERAL SALES RATE:**

**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.

	<u>On and After</u> <u>December 3, 2009</u>
All gas consumed per account per month	\$.0000 per Mcf
Monthly Delivery Charge per account	\$16.75 per Month

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Small General 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.

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.

**SMALL GENERAL SCHOOLS SALES 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 31<sup>st</sup>.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated November 28, 2018 in Case No. 17-2202-GA-ALT.

Issued: November 28, 2018

Effective: With bills rendered on or after  
November 29, 2018

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	<u>On and After</u> <u>December 3, 2009</u>
All gas consumed per account per month	\$.0000 per Mcf
Monthly Delivery Charge per account	\$15.91 per Month

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Small General Schools Sales base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries.

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

#### Low Usage, Low Income Incentive

##### Availability

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

#### BILLING ADJUSTMENTS

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

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

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated November 28, 2018 in Case Nos. 17-2202-GA-ALT.

Issued: November 26, 2019

Effective: With bills rendered on or after  
November 27, 2019

Issued By  
Daniel A. Creekmur, President

COLUMBIA GAS OF OHIO, INC.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**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 November 28, 2018 in Case No. 17-2202-GA-ALT.

Issued: November 28, 2018

Effective: With bills rendered on or after  
November 29, 2018

Issued By  
Daniel A. Creekmur, President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**GENERAL SERVICE (GS)**

**APPLICABILITY:**

Applicable in all territories served by Company.

**CHARACTER OF SERVICE**

Service provided under this schedule shall be considered firm service.

**GENERAL SALES RATE**

**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 31<sup>st</sup>.

First 25 Mcf per account per month	\$1.6161 per Mcf
Next 75 Mcf per account per month	\$1.2227 per Mcf
Over 100Mcf per account per month	\$0.9712 per Mcf

A Customer Charge of \$21.16 per account per month, regardless of gas consumed.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the General 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.

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 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 31<sup>st</sup>.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated November 28, 2018 in Case No. 17-2202-GA-ALT.

Issued: November 28, 2018

Effective: With bills rendered on or after  
November 29, 2018

Issued By  
Daniel A. Creekmur, President

COLUMBIA GAS OF OHIO, INC.

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First 25 Mcf per account per month	\$1.5353 per Mcf
Next 75 Mcf per account per month	\$1.1616 per Mcf
Over 100 Mcf per account per month	\$0.9227 per Mcf

A Customer Charge of \$20.10 per account per month, regardless of gas consumed.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the General Schools base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel, then the Company may charge a rate lower than the maximum delivery charge for all deliveries.

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

**BILLING ADJUSTMENTS**

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

- (1) Standard Choice Offer Rider;
- (2) PIP Plan Tariff Schedule Rider;
- (3) Uncollectible Expense Rider;
- (4) Gross Receipts Tax Rider;
- (5) Excise Tax Rider;
- (6) CHOICE/SCO Reconciliation Rider;
- (7) Regulatory Assessment Rider;
- (8) Infrastructure Replacement Program Rider;
- (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.

COLUMBIA GAS OF OHIO, INC.

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**LARGE GENERAL SERVICE (LGS)**

**APPLICABILITY**

Applicable in all territories served by Company.

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

**LARGE GENERAL SALES RATE:**

First 2,000 Mcf per account per month	\$ 0.3865 per Mcf
Next 13,000 Mcf per account per month	0.2370 per Mcf
Next 85,000 Mcf per account per month	0.2068 per Mcf
Over 100,000 Mcf per account per month	0.1635 per Mcf

A 'Customer Charge' of \$559.53 per Account per month, regardless of gas consumed.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the 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.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated November 28, 2018 in Case No. 17-2202-GA-ALT.

Issued: November 28, 2018

Effective: With bills rendered on or after  
November 29, 2018

Issued By  
Daniel A. Creekmur, President

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

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

**BILLING ADJUSTMENTS**

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

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

**P.U.C.O. No. 2**  
**One Hundred and Fifty-Second Revised Sheet No. 22**  
**Cancels**  
**One Hundred and Fifty-First Revised Sheet No. 22**  
**COLUMBIA GAS OF OHIO, INC.**  
**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION**  
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**STANDARD CHOICE OFFER RIDER (SCO)**

**APPLICABILITY:**

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

**SCO Rider:**

\$0.6268 rate 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.

Filed in accordance with Public Utilities Commission of Ohio Entry dated January 9, 2013 In Case No. 12-2637-GA-EXM.

Issued: February 24, 2022

Effective: With meter readings on or after  
March 1, 2022

Issued By  
Vincent A. Parisi, President

**P.U.C.O. No. 2**

**One Hundred and Eighth Revised Sheet No. 23**

**Cancels**

**COLUMBIA GAS OF OHIO, INC.**

**One Hundred and Seventh Revised Sheet No. 23**

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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Suspended

Filed Pursuant to PUCO Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and January 13, 2010 in Case No. 08-1344-GA-EXM.

Issued: March 30, 2010

Effective: March 30, 2010

Issued By  
J. W. Partridge Jr., President



**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**EXCISE TAX RIDER**

**APPLICABILITY**

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

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**NON-TEMPERATURE BALANCING SERVICE**

Applicability

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

Rate

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

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**RIDER IRP –  
INFRASTRUCTURE REPLACEMENT PROGRAM RIDER**

**APPLICABILITY**

Applicable to all customer accounts served under rate schedules SGS, GS and LGS.

**DESCRIPTION**

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

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

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

**RATE**

Rate SGS, Small General Service	\$11.98/Month
Rate GS, General Service	\$108.18/Month
Rate LGS, Large General Service	\$3,440.13/Month

**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 Commission in the docket those rates were approved or the Supreme Court of Ohio.

Filed in accordance with Public Utilities Commission of Ohio Finding and Order issued April 21, 2021 in Case No. 20-1712-GA-RDR.

Issued: April 28, 2021

Effective: With meter readings on or after  
April 29, 2021

Issued By  
Vincent A. Parisi, President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**DEMAND SIDE MANAGEMENT RIDER**

**APPLICABILITY**

Applicable to all volumes delivered under the Company's SGS rate schedule.

**DESCRIPTION**

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

**RATE**

All gas consumed per account per month                      \$0.2086/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 Commission in the docket those rates were approved or the Supreme Court of Ohio.

Filed in accordance with Public Utilities Commission of Ohio Finding and Order issued on April 21, 2021 in Case No. 20-1712-GA-RDR.

Issued: April 28, 2021

Effective: With meter readings on or after  
April 29, 2021

Issued By  
Vincent A Parisi, President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**UNCOLLECTIBLE EXPENSE RIDER**

**APPLICABLE:**

To all customers served under rate schedules SGS and GS.

**UNCOLLECTIBLE EXPENSE RIDER:**

A charge of \$0.0724 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 Commission in the docket those rates were approved or the Supreme Court of Ohio.

Filed in accordance with Public Utilities Commission of Ohio Finding and Order dated May 5, 2021 in Case No. 21-0321-GA-UEx.

Issued: May 26, 2021

Issued By  
Vincent A. Parisi, President

Effective: With meter readings on or May 28, 2021

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**GROSS RECEIPTS TAX RIDER**

**APPLICABILITY**

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

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

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**CHOICE/SCO RECONCILIATION RIDER (“CSRR”)**

**APPLICABILITY**

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

**DESCRIPTION**

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

**RATE**

All gas consumed per account per month	\$0.1466/Mcf
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Filed in accordance with Public Utilities Commission of Ohio Entry dated January 9, 2013 in Case No. 12-2637-GA-EXM.

Issued: December 29, 2021

Effective: With meter readings on or after  
December 30, 2021

Issued By  
Vincent A. Parisi, President

COLUMBIA GAS OF OHIO, INC.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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REGULATORY ASSESSMENT RIDER ("RAR")

APPLICABILITY:

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

RAR Rider:

\$ 0.00177 Rate per 100 cubic feet for all gas consumed each billing period for recovery of regulatory assessment taxes paid by Columbia on the gas cost portion of taxable revenue.

Filed in accordance with Public Utilities Commission of Ohio Order dated January 13, 2010 in Case No. 08-1344-GA-EXM

Issued: March 30, 2010

Effective: With bills rendered on or after  
March 30, 2010

Issued By  
J. W. Partridge Jr., President

**COLUMBIA GAS OF OHIO, INC**  
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**INFRASTRUCTURE DEVELOPMENT RIDER (“IDR”)**

**APPLICABILITY**

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

**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 Commission in the docket those rates were approved or the Supreme Court of Ohio.

**RATE RIDER:**

A monthly charge of \$0.27 per account, per month shall be applied to all customers.

COLUMBIA GAS OF OHIO, INC.

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**CAPITAL EXPENDITURE PROGRAM RIDER (“CEP Rider”)**

**APPLICABILITY**

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

**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 Commission in the docket those rates were approved or by the Supreme Court of Ohio.

**CEP RIDER RATE**

Rate SGS, Small General Service	\$5.91/Month
Rate GS, General Service	\$41.45/Month
Rate LGS, Large General Service	\$1,005.05/Month

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated August 11, 2021 in Case No. 21-0023-GA-RDR.

Issued: August 23, 2021

Effective: With bills rendered on or after  
August 27, 2021

Issued By  
Vincent A. Parisi, President

**P.U.C.O. No. 2**

**First Revised Sheet No. 30e**

**Cancels**

**Original Sheet No. 30e**

**COLUMBIA GAS OF OHIO, INC.**

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**THIS SHEET IS BEING HELD FOR FUTURE USE**

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated November 28, 2018 in Case No 17-2202-GA-ALT.

Issued: November 26, 2019

Effective: With bills rendered on or after  
November 27, 2019

Issued By  
Daniel A. Creekmur, President

COLUMBIA GAS OF OHIO, INC.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**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, combination commercial and residential accounts be considered commercial if usage is half or more than half of the total service, and for all other situations where gas is supplied to consumers in two or more dwelling units designed for the primary purposes of residences. Includes warehousing, distributing or selling commodities, providing professional services, wholesale and retail stores, offices, office buildings, hotels, clubs, lodges, associations, restaurants, railroad and bus stations, banks, laundries, dry cleaners, mortuaries, garages for commercial activity, gasoline stations, theaters, bowling alleys, billiard parlors, motor courts, camps, bars, grills, taverns, retail bakeries, hospitals, schools, churches, religious and charitable institutions, governmental agencies or the like.
- 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 Entry dated November 22, 2011 in Case No.08-1344-GA-EXM.

Issued: December 30, 2011

Effective: April 1, 2012

Issued By  
J. W. Partridge Jr., President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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- O. **“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. **“Design Demand”** means the Customer demand on a day with Design Temperature.
- T. **“Design Temperature”** means the coldest daily temperature for which Columbia plans capacity and supply.
- U. **“Flowing Supply”** means gas delivered from sources other than storage, generally via firm or interruptible transportation capacity.
- V. **“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.
- W. **“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.
- X. **“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).
- Y. **“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.
- Z. **“Mcf”** means one thousand cubic feet of natural gas.
- AA. **“Marketer”** means gas supplier under the Transportation Service program.
- BB. **“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.

Filed in accordance with Public Utilities Commission of Ohio Entry dated November 22, 2011 in Case No. 08-1344-GA-EXM.

Issued: December 30, 2011

Effective: April 1, 2012

Issued By  
J. W. Partridge Jr., President

COLUMBIA GAS OF OHIO, INC.

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- CC. **“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).
- DD. **“PUCO”** means Public Utilities Commission of Ohio.
- EE. **“Points of Receipt”** means those measurement locations where Customer-owned gas is delivered into Company’s system.
- FF. **“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.
- GG. **“Storage” or “Storage Capacity”** means TCO Firm Storage Services (FSS) and Storage Service Transportation (SST) capacity, unless otherwise specified.
- HH. **“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.
- II. **“TCO”** means Columbia Gas Transmission, LLC.
- JJ. **“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.

Filed in accordance with Public Utilities Commission of Ohio Entry dated November 22, 2011 in Case No. 08-1344-GA-EXM.

Issued: December 30, 2011

Effective: April 1, 2012

Issued By  
J. W. Partridge Jr., President

COLUMBIA GAS OF OHIO, INC.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**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 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 Internet-Based 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, cash-out 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 Service Agreement in the form contained herein. The 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.

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Issued By  
J. W. Partridge Jr., President

**P.U.C.O. No. 2**

**Second Revised Sheet No. 33b**

**Cancels**

**COLUMBIA GAS OF OHIO, INC.**

**First Revised Sheet No. 33b**

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**THIS SHEET IS RESERVED FOR FUTURE USE**

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**SERVICE AGREEMENT (continued)**

The benefits and obligations of the 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.

**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 Mcf's, 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 Mcf's, 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.

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

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

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

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

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

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

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

Upon written request from Customer, Company shall forward copies of meter charts to Customer for inspection. Company shall keep the original meter charts on file for 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

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

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

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

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

To assure that the gas delivered by Customer to Company conforms to the quality specifications of this Section, Customer's gas shall be analyzed at the point(s) of receipt from time-to-time as Company deems necessary. The gas delivered shall conform to the following gas quality specifications:

**Gas Quality Specifications<sup>1</sup>**

<b>Gas Quality Parameter Specification</b>	<b>Low</b>	<b>High</b>
Heat Content (Btu/scf) <sup>2</sup>	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: Carbon Dioxide (CO <sub>2</sub> ) 2% max Nitrogen (N) 4% max Oxygen (O <sub>2</sub> ) 1% max		5%
Hydrogen		0.3%
Total Bacteria <sup>3</sup> (If no filter installed, then limit is 6.4x10 <sup>7</sup> per 100 scf total bacteria)	Comm Free (≤ 0.2 microns)	
Mercury	Comm Free (< 0.06 µg/m <sup>3</sup> )	
Other Volatile Metals (Lead)	Comm Free (< 213 µg/m <sup>3</sup> )	
Siloxanes as Octamethylcyclotetrasiloxane <sup>4</sup>	Comm Free (< 0.5 mg Si/m <sup>3</sup> )	
Ammonia	Comm Free (< 10 ppmv)	

Filed Pursuant to PUCO Finding and Order dated November 18, 2020 in Case No. 20-1556-GA-ATA.

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**Gas Quality Specifications<sup>1</sup>**

<b>Gas Quality Parameter Specification</b>	<b>Low</b>	<b>High</b>
Non-Halogenated Semi-Volatile and Volatile Compounds	Comm Free (< 500 ppmv)	
Halocarbons (total measured halocarbons) <sup>5</sup>	< 3 ppmv	
Aldehyde/Ketones	Aldehydes/Ketones must be at a level that does not unreasonably interfere with odorization of Company's gas.	
PCBs/Pesticides	Comm Free (< 1 ppbv)	

- For purposes of this Tariff, "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.
- Higher Heating Value is dry, @ 14.73 psia 60°F.
- 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.
- Historical testing and data presented in this document include a siloxane detection threshold of <0.5mg Si/m<sup>3</sup>. Analytical methods have recently been improved resulting in a reduced detection threshold of <0.1mg Si/m<sup>3</sup>. Due to specific limitations of certain identified applications within an affected zone of influence, Company and Customer may agree upon a reduced threshold.
- 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 or Company's equipment; or (c) the operation of the gas-burning equipment of Company's customers.

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As used in the foregoing table, "Btu" means British thermal unit; "scf" means standard cubic foot; "MM" means one million; "CHDP" means cricondenthem 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 plants, 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.

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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 Scope<sup>1</sup>**

Gas Quality Parameter	Testing Method <sup>2</sup>	Origin of Gas			
		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 <sub>2</sub> ) Nitrogen (N) Oxygen (O <sub>2</sub> )	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		

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

<sup>2</sup> 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.

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**7. AUTHORIZED DAILY VOLUME**

Customer's Authorized Daily Volume on any day consists of the sum of Customer's transported volumes (as determined herein) plus any Backup Service for which Customer has contracted, plus any additional volumes that Company, in its sole discretion, authorizes Customer to use on that day. Delivery of Customer's Authorized Daily Volume is firm, with no planned interruptions, except as provided in Part 8 hereof. Consumption at Customer's facility in excess of the Authorized Daily Volume is interruptible service, and upon notice to Customer, Company may require Customer to reduce consumption to Customer's Authorized Daily Volume whenever Company, in its discretion, deems necessary to do so. Company may, at its option, require such reductions in consumption by Large General Transportation Service Customers prior to imposing similar reductions on Small General and General Transportation Service Customers. The Authorized Daily Volume for an Aggregation Pool shall equal the sum of the Authorized Daily Volumes (including Backup Service) for each Customer in the Aggregation Pool.

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

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

In the event actual gas deliveries 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 internet based 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

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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.

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.

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**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**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.

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**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 AND PUBLIC WELFARE CUSTOMERS**

Customers who are Human Needs and Public Welfare 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 and Public Welfare 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 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;

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April 1, 2010

Issued By  
J. W. Partridge Jr., President

COLUMBIA GAS OF OHIO, INC.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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- E. When supplying gas to Customer creates a dangerous condition on Customer's premises or where, because of dangerous conditions beyond customer's premises, termination of the supply of gas is reasonably necessary. Service will not be restored until such dangerous condition or conditions have been corrected;
- F. In accordance with the provisions of Ohio Administrative Code Section 4901:1-18, if Customer resorts to fraudulent practice in obtaining the gas supplied, or is the beneficiary of any such fraudulent practice, or Company's meter, metering equipment, or property used to supply service has been damaged by Customer, its servants or agents.
- Service will not be restored until Customer has given satisfactory assurance that such fraudulent or damaging practice will be discontinued, and has paid Company an amount estimated by Company to be reasonable compensation for service fraudulently obtained and not paid for and for any damage to property of Company including any cost to repair the damage.
- G. For repairs, provided that Customer will be given 24 hours written notice prior to scheduled maintenance interruptions in excess of six hours.
- H. Upon the request of Customer in accordance with its Service Agreement; and
- I. For nonpayment of charges 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.
- 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.

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**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 Commission 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 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.

**P.U.C.O. No. 2**

**First Revised Sheet No. 47**

**Cancels**

**COLUMBIA GAS OF OHIO, INC.**

**Original Sheet No. 47**

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

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**THIS SHEET IS RESERVED FOR FUTURE USE**

Filed in accordance with Public Utilities Commission of Ohio Order dated December 3, 2008 in Case Nos. 08-0072-GA-AIR , 08-0073-GA-ALT, 08-0074-GA-AAM, and 08-0075-GA-AAM.

Issued: December 3, 2008

Effective: December 3, 2008

Issued By  
J. W. Partridge Jr., President

**COLUMBIA GAS OF OHIO, INC.**

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**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 Pipeline Scheduling Point (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.

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**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**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, 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

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**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. 24(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

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**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 24(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 months 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.

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J. W. Partridge Jr., President

COLUMBIA GAS OF OHIO, INC.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**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.

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**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**21. TRANSPORTATION SERVICE RATES**

**SMALL GENERAL TRANSPORTATION SERVICE (SGTS)**

**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.

**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.

**SMALL GENERAL TRANSPORTATION SERVICE DELIVERY CHARGE**

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

	<u>On and After</u> <u>December 3, 2009</u>
Monthly Delivery Charge per account	\$16.75 per Month

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Small General Transportation Service (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.

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

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated November 28, 2018 in Case No. 17-2202-GA-ALT.

Issued: November 28, 2018

Effective: With bills rendered on or after  
November 29, 2018

Issued By  
Daniel A. Creekmur, President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**SMALL GENERAL SCHOOLS TRANSPORTATION SERVICE DELIVERY CHARGE**

**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 31<sup>st</sup>. Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 1 through 27.

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

	<u>On and After</u> <u>December 3, 2009</u>
Monthly Delivery Charge per account	\$15.91 per Month

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Small General Schools Transportation Service base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries.

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

**BILLING ADJUSTMENTS**

For all gas sold hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VI, Part No. 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;
- (8) Capital Expenditure Program Rider.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated November 28, 2018 in Case Nos. 17-2202-GA-ALT.

Issued: November 26, 2019

Effective: With bills rendered on or after  
November 27, 2019

Issued By  
Daniel A. Creekmur, President

**COLUMBIA GAS OF OHIO, INC.**

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**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.

**COLUMBIA GAS OF OHIO, INC.**

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**BILLING ADJUSTMENTS**

For all gas delivered hereunder, the bill shall be computed to reflect applicable billing adjustments as set forth in Part 41 of the Company's Rules and Regulations governing the distribution and sale of gas

**REQUIREMENTS FOR PROGRAM PARTICIPATION**

Customers will remain ultimately responsible for any charges that the marketer fails to pay within the time prescribed in the Company's Tariff. Any such unpaid charges 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 is applicable include, but are not limited to, commodity costs, demand costs, balancing fees, OFO/OMO charges, gas transfer service fees, bank transfer service fees, or other charges billed to the aggregation marketer.

Filed Pursuant to PUCO Entry

Issued:

Effective:

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J. W. Partridge Jr., Vice President

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

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**GENERAL TRANSPORTATION SERVICE (GTS)**

**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.

**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<sup>st</sup>. Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 1 through 27.

**GENERAL TRANSPORTATION SERVICE DELIVERY CHARGE**

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

First 25 Mcf per account per month	\$1.6161 per Mcf
Next 75 Mcf per account per month	\$1.2227 per Mcf
Over 100 Mcf per account per month	\$0.9712 per Mcf

A Customer Charge of \$21.16 per account per month, regardless of gas consumed.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the General 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.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated November 28, 2018 in Case No.17-2202-GA-ALT.

Issued: November 28, 2018

Effective: With bills rendered on or after  
November 29, 2018

Issued By  
Daniel A. Creekmur, President

COLUMBIA GAS OF OHIO, INC.

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

---

**GENERAL SCHOOLS TRANSPORTATION SERVICE DELIVERY CHARGE**

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

**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 31<sup>st</sup>. Service is subject to the Rules and Regulations as set forth in Section VI, Part Nos. 1 through 27.

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

First 25 Mcf per account per month	\$1.5353 per Mcf
Next 75 Mcf per account per month	\$1.1616 per Mcf
Over 100 Mcf per account per month	\$0.9227 per Mcf

A Customer Charge of \$20.10 per account per month, regardless of gas consumed.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the General Schools Transportation Service base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries.

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

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated November 28, 2018 in Case No. 17-2202-GA-ALT.

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Effective: With bills rendered on or after  
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Issued By  
Daniel A. Creekmur, President

COLUMBIA GAS OF OHIO, INC.

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

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**BILLING ADJUSTMENTS**

For all gas sold hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VI, Part No. 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.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated November 28, 2018 in Case Nos. 17-2202-GA-ALT.

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Effective: With bills rendered on or after  
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Issued By  
Daniel A. Creekmur, President

**P.U.C.O. No. 2**

**Second Revised Sheet No. 56**

**Cancels**

**COLUMBIA GAS OF OHIO, INC.**

**First Revised Sheet No. 56**

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

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**THIS SHEET IS BEING RESERVED FOR FUTURE USE.**

Filed in accordance with Public Utilities Commission of Ohio Order dated January 13, 2010 in Case No. 08-1344-GA-EXM

Issued: January 15, 2010

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on or after April 1, 2010

Issued By  
J. W. Partridge Jr., President

COLUMBIA GAS OF OHIO, INC.

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

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**LARGE GENERAL TRANSPORTATION SERVICE (LGTS)**

**APPLICABILITY**

Applicable in all territories served by Company

**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 14 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. In addition, at least 50% of Customer's annual consumption must be consumed in the seven billing months of April through October, or Customer has previously executed a Commercial Gas Service Agreement with Company, which was in effect immediately prior to the initiation of service hereunder.
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. In addition, at least 50% of Customer's annual consumption must be consumed in the seven billing months of April through October, or Customer has previously executed a Commercial or Industrial Gas Service Agreement with Company, which was in effect immediately prior to the initiation of service hereunder.
4. Company may, at its option, waive the requirement that 50% of the annual consumption occur during the seven months of April through October where such waiver is necessary in order to serve a load which would not otherwise be served by Company, provided that at least 30% of Customer's annual consumption occurs during the months of April through October.
5. 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 Service Agreement shall be deemed amended to reflect such change in service and rates.

Filed in accordance with Public Utilities Commission of Ohio Order dated January 13, 2010 in Case No. 08-1344-GA-EXM

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Issued By  
J. W. Partridge Jr., President

COLUMBIA GAS OF OHIO, INC.

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

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

First 2,000 Mcf per account per month	\$0.3865 per Mcf
Next 13,000 Mcf per account per month	\$0.2370 per Mcf
Next 85,000 Mcf per account per month	\$0.2068 per Mcf
Over 100,000 Mcf per account per month	\$0.1635 per Mcf

A 'Customer Charge' of \$559.53 per Account per month, regardless of gas 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 Service (LGTS) 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.

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

**3. MAINLINE DELIVERY CHARGE**

An alternative delivery charge is available to customers connected directly through a dual-purpose meter to facilities of an interstate pipeline supplier of the Company. Such customers will pay a maximum delivery charge of \$0.1635 per Mcf per account per month plus a 'Customer Charge' of \$559.53 per Account per month, regardless of gas consumed. The minimum rate shall not be less than the variable cost of providing service hereunder plus some contribution to total Company fixed costs. Unless otherwise agreed by Company and Customer, Customer shall pay the maximum rate for all volumes delivered hereunder.

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**P.U.C.O. No. 2**

**First Revised Sheet No. 59**  
**Cancels**  
**Original Sheet No. 59**

**COLUMBIA GAS OF OHIO, INC.**

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

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**THIS SHEET IS RESERVED FOR FUTURE USE**

Filed in accordance with Public Utilities Commission of Ohio Order dated December 3, 2008 in Case Nos. 08-0072-GA-AIR , 08-0073-GA-ALT, 08-0074-GA-AAM, and 08-0075-GA-AAM.

Issued: December 3, 2008

Effective: December 3, 2008

Issued By  
J. W. Partridge Jr., President

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

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**BILLING ADJUSTMENTS**

For all gas sold hereunder, the bill shall be computed to reflect the following billing adjustments as set forth in Section VI, Part No. 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.

COLUMBIA GAS OF OHIO, INC.

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

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**THIS SHEET IS RESERVED FOR FUTURE USE**

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COLUMBIA GAS OF OHIO, INC.

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

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**22. STANDBY SERVICE**

**APPLICABILITY**

Applicable throughout the territory served by Company.

**AVAILABILITY**

- a. Standby Service is a service available to Transportation Service Customers under Rate Schedules SGTS, GTS, and LGTS.
- b. 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 Service Agreement, and reserves for Customer the right to purchase Standby Service gas.
- 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 Service Agreement, less unaccounted-for gas. The minimum Annual Standby Volume is for a TS 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 service agreement by the sum of the weighted average demand cost underlying the Company's effective FSS and SST contracts with Columbia Gas Transmission, LLC (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.

Filed in accordance with Public Utilities Commission of Ohio Entry dated November 22, 2011 in Case No.08-1344-GA-EXM.

COLUMBIA GAS OF OHIO, INC.

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

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**SECTION VI - TRANSPORTATION SERVICE**

**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, GTS and LGTS that provides for the transfer of gas quantities from one Customer/Agent ("transferor") account to another Customer/Agent ("transferee") account, in accordance with the following:

- a) Each transfer must occur such that gas is transferred from the transferor to the transferee on the same Gas Day. Transferor must request the transfer in the billing cycle at the end of the current month, as described in sub-paragraph (e) below.
- b) Transfers may occur between a transferor and a transferee located within the same Pipeline Scheduling Point (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 web site. 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 Internet-based 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.

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Issued By  
J. W. Partridge Jr., President

COLUMBIA GAS OF OHIO, INC.

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

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**SECTION VI - TRANSPORTATION SERVICE**

**GAS TRANSFER SERVICE**

- 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.

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J. W. Partridge Jr., President

COLUMBIA GAS OF OHIO, INC.

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

CONTRACT# \_\_\_\_\_

**23. TRANSPORTATION SERVICE AGREEMENT**

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

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

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

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

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

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

Company may terminate this Agreement, effective as of the end of Customer's applicable March billing cycle consistent with the above terms, upon written notice to Customer on or before the preceding January 2, or unless terminated pursuant to the Company's Rules and Regulations Governing the Distribution and Sale of Gas.

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

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

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

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

Filed in accordance with Public Utilities Commission of Ohio Order dated January 13, 2010 in Case No. 08-1344-GA-EXM

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J. W. Partridge Jr., President

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

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

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

- 1) Columbia Gas Transmission, LLC (TCO)
- 2) Other Point(s) of Receipt: \_\_\_\_\_

**B. FACILITY ADDRESS:** \_\_\_\_\_  
**PCID** \_\_\_\_\_

C. Type of Business	D. Volume Detail: To be completed by Marketer/Customer			
	<i>*Notice of change must be received on or before January 2, to be effective for the April billing cycle.</i>			
Description of Business:  _____  _____	Alternate Fuel Type:  _____  Alternate Fuel Volume and/or %:  _____	*Backup Service:  <input type="checkbox"/> YES <input type="checkbox"/> NO  * Volumes Requested:  _____	*Monthly Bank Tolerance  <input type="checkbox"/> 1% <input type="checkbox"/> 2% <input type="checkbox"/> 3% <input type="checkbox"/> 4%  <i>Choose one box only</i> <sup>1</sup>	*Capacity Assigned Mcf/Day: (LGTS Customers Only)  _____

<sup>1</sup> If a Monthly Bank Tolerance is not selected, the default is 4%.

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

<b>COMPANY NOTICES:</b>
Columbia Gas of Ohio, Inc. 200 Civic Center Drive Columbus, Ohio 43215 Attn: <b>Gas Transportation</b>

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

**CUSTOMER**

**COLUMBIA GAS OF OHIO, INC.**

By: \_\_\_\_\_  
 (Signature)

By: \_\_\_\_\_  
 (Signature)

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Filed in accordance with Public Utilities Commission of Ohio Order dated January 13, 2010 in Case No. 08-1344-GA-EXM

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**P.U.C.O. No. 2**

**Second Revised Sheet No. 65**

**Cancels**

**First Revised Sheet No. 65**

**COLUMBIA GAS OF OHIO, INC.**

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

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**THIS SHEET IS BEING RESERVED FOR FUTURE USE.**

Filed in accordance with Public Utilities Commission of Ohio Order dated January 13, 2010 in Case No. 08-1344-GA-EXM

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April 1, 2010

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J. W. Partridge Jr., President

COLUMBIA GAS OF OHIO, INC.

**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 67 of this tariff during any day an OFO is in effect. Failure to comply with an operational flow order will result in the billing of the charges below assessed against the OFO difference. The OFO difference is defined as the shortfall between the OFO volume and actual daily supply deliveries during 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 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 Sheets 67 of this tariff during any day an OMO is in effect Failure to comply with an OMO will result in the billing of the following charges to the OMO difference, which is defined as the 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 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

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

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**GENERAL PROVISIONS REGARDING OPERATIONAL FLOW ORDERS AND OPERATIONAL  
MATCHING ORDERS**

Columbia shall operate its distribution system in a nondiscriminatory manner, without regard to the confirmed source of supply or the Customer or its Agent (as defined in Section VI, Part 20) of this tariff).

Columbia may issue Operational Warnings when nominations it receives from Customers (or their Agents) served under rate schedules SGTS, GTS or LGTS appear to be sufficient to preclude the need to issue an OFO or OMO, but based on operational and weather conditions Columbia needs transportation customers and their agents to maintain the then current level of gas deliveries into Columbia's system. An Operational Warning gives notice that changes in nominations or deliveries may lead Columbia to issue an OFO and/or OMO. Columbia may issue Operational Alerts when information received by Columbia indicates that nominations from transportation customers and their agents appear to be insufficient to meet projected transportation customer demand and preclude the need to issue an OFO and/or OMO. An Operational Alert gives notice that absent changes in nominations or deliveries, Columbia may issue an OFO and/or OMO. Columbia will utilize its best efforts to issue Operational Warnings and/or Operational Alerts prior to the issuance of an OFO and/or OMO.

In the event that an Operational Warning, Operational Alert, OFO or OMO is necessary Columbia shall do the following:

- (A) Provide notice of the Operational Warning, Operational Alert, OFO or OMO by 4:00 p.m. ECT of the day prior to the gas day affected by the Operational Warning, Operational Alert, OFO or OMO, and shall specify the nature of the situation creating the need for the Operational Warning, Operational Alert, OFO and/or OMO. The notice of an OFO and/or OMO shall indicate: (1) the exact actions required of Customers and their Agents; (2) deadlines for compliance; and, (3) the anticipated duration of the OFO and/or OMO.
- (B) The notice of an Operational Alert, OFO or OMO may be provided later than 4:00 p.m. ECT if the following three conditions are satisfied: (1) Customers or their Agents change nominations on an intra-day nomination cycle after the timely nomination cycle Columbia has relied upon to assess the need to call an OFO and/or OMO; (2) Columbia issued an Operational Warning prior to 4:00 P.M. ECT; and (3) if such nomination changes would prompt a need to issue an OFO and/or OMO. The notice of an Operational Alert, OFO and/or OMO may also be provided later than 4:00 p.m. ECT if a force majeure event reduces a critical upstream pipeline's supply. An Operational Alert and/or Flow Order issued by Columbia as a result of a critical upstream pipeline force majeure condition may be applied only to the Pipeline Scheduling Point (PSP) affected by the force majeure condition. Should Columbia receive notice of a force

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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- majeure event from a critical upstream pipeline, the extension of the deadline for notice specified above shall only apply to the Pipeline Scheduling Point(s) (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 Consumers' Counsel by e-mail. The Office of Consumers' Counsel and all Agents shall be responsible for providing Columbia with the current e-mail address of the party designated to receive such notification and to update such email addresses as necessary. Columbia will also advise the Commission whenever it issues an OFO or OMO.
- (D) Columbia shall also provide the following information to assist Customers and their Agents in scheduling their OFO and OMO volumes:
- (1) Columbia's estimate of sales customer demand with necessary demand forecasting adjustments, capacity reductions due to storage deliverability ratchets and resulting capacity available for banking and balancing service;
  - (2) Columbia's estimate of transportation customer demand including demand forecasting error adjustment;
  - (3) The capacity Columbia has available to provide access to interruptible banking and balancing service; and,
  - (4) For cold weather OFOs and OMOs, the minimum percentage of actual demand needed to be provided by OMO customers and minimum percentage of MDQ needed to be provided by OFO customers. For warm weather OFOs and OMOs the maximum percentage of actual demand to be provided by OMO customers and maximum percentage of MDQ to be provided by OFO customers.
- (E) During an OFO or OMO, Columbia shall post on its Website daily updates about the status of operations and the forecasted duration of the OFO and/or OMO.
- (F) Following the issuance of an OFO and/or OMO, Columbia shall prepare and file a report with the Commission detailing the reasons for the issuance of the OFO and/or OMO, and documentation as to compliance with the provisions of Part Nos. 24 and 25 of this tariff.

**P.U.C.O. No. 2**

**Second Revised Sheet No. 66a**

**Cancels**

**First Revised Sheet No. 66a**

**COLUMBIA GAS OF OHIO, INC.**

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**THIS SHEET IS BEING RESERVED FOR FUTURE USE.**

Filed in accordance with Public Utilities Commission of Ohio Order dated January 13, 2010 in Case No. 08-1344-GA-EXM

Issued: January 15, 2010

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April 1, 2010

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

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**26. 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 Schedule SGTS, GTS or LGTS, 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).

Filed in accordance with Public Utilities Commission of Ohio Entry dated November 22, 2011 in Case No. 08-1344-GA-EXM.

**COLUMBIA GAS OF OHIO, INC.  
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**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.

Monthly Bank Tolerance Levels Maximum Percent of Annual Transportation Volumes	Rate Per Mcf For All Volumes Consumed
1.0%	\$0.0083 per Mcf
2.0%	\$0.0140 per Mcf
3.0%	\$0.0198 per Mcf
4.0%	\$0.0256 per Mcf

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 TS 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 TS 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 TS Customer shall be charged its pro rata share of such charges. All costs from such purchases made by Company from the TS Customer shall be debited to the CSRR with all revenues for the Customer credited to the CSRR.

Filed in accordance with Public Utilities Commission of Ohio Order dated January 9, 2013 in Case No. 12-2637-GA-EXM.

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Vincent A. Parisi, President

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**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 Pipeline Scheduling Point ("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.

Filed in accordance with Public Utilities Commission of Ohio Order dated January 13, 2010 in Case No. 08-1344-GA-EXM

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April 1, 2010

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**P.U.C.O. No. 2**

**Second Revised Sheet No. 67a**

**Cancels**

**First Revised Sheet No. 67a**

**COLUMBIA GAS OF OHIO, INC.**

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**THIS SHEET IS BEING RESERVED FOR FUTURE USE.**

Filed Pursuant to PUCO Entry dated July 6, 1989 in Case No. 89-500-AU-TRF and January 13, 2010 in Case No. 08-1344-GA-EXM.

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J. W. Partridge, Jr., President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**26. GAS TRANSPORTATION SERVICE BILLING ADJUSTMENTS**

**INTERIM, EMERGENCY AND TEMPORARY**

**PIP PLAN TARIFF SCHEDULE RIDER**

**APPLICABLE**

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

**PIP PLAN TARIFF BASE RATE RIDER**

A PIP Plan base rate rider of \$0.0633 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 Commission in the docket the rate was approved or the Supreme Court of Ohio.

Filed under the authority of the Public Utilities Commission of Ohio Entry dated December 2, 1993 in Case Nos. 88-1115-GA-PIP, et al.

Issued: May 26, 2021

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Issued By  
Vincent A. Parisi, President

COLUMBIA GAS OF OHIO, INC

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**UNCOLLECTIBLE EXPENSE RIDER**

**APPLICABLE**

To all customers served under rate schedules SGTS and GTS.

**UNCOLLECTIBLE EXPENSE RIDER**

A charge of \$0.0724 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 Commission in the docket those rates were approved or the Supreme Court of Ohio.

Filed in accordance with Public Utilities Commission of Ohio Finding and Order dated May 5, 2021 in Case No. 21-0321-GA-UEx.

Issued: May 26, 2021

Issued By  
Vincent A. Parisi, President

Effective: With meter readings on or after May 28, 2021

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**GROSS RECEIPTS TAX RIDER**

**APPLICABILITY**

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

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

Filed in accordance with Public Utilities Commission of Ohio Order dated December 3, 2008 in Case Nos. 08-0072-GA-AIR , 08-0073-GA-ALT, 08-0074-GA-AAM, and 08-0075-GA-AAM.

Issued: December 3, 2008

Effective: December 3, 2008

Issued By  
J. W. Partridge Jr., President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**EXCISE TAX RIDER**

**APPLICABILITY**

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

**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

**APPLICABILITY**

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

**FLEX CUSTOMERS:**

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

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

**RIDER IRP –  
INFRASTRUCTURE REPLACEMENT PROGRAM RIDER**

**APPLICABILITY**

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

**DESCRIPTION**

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

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

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

**RATE**

Rate SGTS, Small General Transportation Service	\$11.98/Month
Rate GTS, General Transportation Service	\$108.18/Month
Rate LGTS, Large General Transportation Service	\$3,440.13/Month

**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 Commission in the docket those rates were approved or the Supreme Court of Ohio.

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order issued April 21, 2021 in Case No. 20-1712-GA-RDR.

Issued: April 28, 2021

Effective: With meter readings on or after  
April 29, 2021

Issued By  
Vincent A. Parisi, President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION  
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**DEMAND SIDE MANAGEMENT RIDER**

**APPLICABILITY**

Applicable to all volumes delivered under the Company's SGTS rate schedule.

**DESCRIPTION**

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

**RATE**

All gas consumed per account per month                      \$0.2086/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 Commission in the docket those rates were approved or the Supreme Court of Ohio.

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April 29, 2021

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Vincent A. Parisi, President

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

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**INFRASTRUCTURE DEVELOPMENT RIDER (“IDR”)**

**APPLICABILITY**

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

**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 Commission in the docket those rates were approved or the Supreme Court of Ohio.

**RATE RIDER:**

A monthly charge of \$0.27 per account, per month shall be applied to all customers.

Filed in accordance with Public Utilities Commission of Ohio Finding and Order issued January 24, 2018 in Case No. 17-1905-GA-ORD.

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Issued By  
Vincent A. Parisi, President

COLUMBIA GAS OF OHIO, INC.

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**CAPITAL EXPENDITURE PROGRAM RIDER (“CEP Rider”)**

**APPLICABILITY**

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

**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 Commission in the docket those rates were approved or by the Supreme Court of Ohio.

**CEP RIDER RATE**

Rate SGTS, Small General Transportation Service	\$5.91/Month
Rate GTS, General Transportation Service	\$41.45/Month
Rate LGTS, Large General Transportation Service	\$1,005.05/Month

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated August 11, 2021 in Case No. 21-0023-GA-RDR

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August 27, 2021

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**First Revised Sheet No. 75a**

**Cancels**

**Original Sheet No. 75a**

**COLUMBIA GAS OF OHIO, INC.**

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

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November 27, 2019

Issued By  
Daniel A. Creekmur, President

**SECTION VII – CHOICE AND STANDARD CHOICE OFFER  
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Filed in accordance with Public Utilities Commission of Ohio Entry dated November 22, 2011 in Case No. 08-1344-GA-EXM.

Issued: December 30, 2011

Effective: April 1, 2012

Issued By  
 J. W. Partridge Jr., President

SECTION VII  
PART 2 - DEFINITIONS OF TERMS

The following definitions apply only to Sections VII and VIII of this tariff:

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

**“Aggregation Agreement”** is a contract between the Retail Natural Gas Supplier and the Company that specifies the terms and conditions for participation in Columbia’s Customer CHOICE<sup>SM</sup> Program that the Retail Natural Gas Supplier must comply with in order to be eligible to participate in Columbia’s Customer CHOICE<sup>SM</sup> Program. Also referred to “Full Requirements Aggregation Agreement” and Retail Natural Gas Supplier Aggregation Agreement.

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

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

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

**“Bill Ready”** means billing method under which Supplier provides to Columbia, a customer specific charge, exclusive of non-gas cost service charges, to be placed on the consolidated billing statement to be sent to the customer.

**“BCF”** means billion cubic feet of natural gas

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

**“BTU”** means British Thermal Unit.

**“Ccf”** means one hundred cubic feet of natural gas.

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

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

**“Cooperative Aggregation Pool”** means a group of Cooperatives served by a common Supplier. Cooperatives with a Supplier’s Cooperative Aggregation Pool must be located within the same PSP.

Filed in accordance with Public Utilities Commission of Ohio Entry dated August 26, 2015 in Case No. 15-691-GA-ATA.

SECTION VII  
PART 2 - DEFINITIONS OF TERMS

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

**“Ccf: ”**Is an acronym which stands for Hundred Cubic Feet of Natural Gas.

**“CGT”** means Columbia Gulf Transmission Company.

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

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

**“CHOICE Supplier”** means a certified retail natural gas supplier participating in Columbia’s Customer CHOICE Program.

**“Columbia Customer CHOICE<sup>SM</sup> Program”** means gas transportation service provided under Columbia’s FRSGTS, FRGTS, FRLGTS and FRCTS rate schedules in combination with Columbia’s Full Requirements Aggregation Service set forth in Section VII of this tariff.

**“Commercial Customer”** is a customer using gas through a single meter in commercial activities, including but not limited to, warehousing, distributing or selling commodities, providing professional services, wholesale and retail stores, offices, office buildings, hotels, clubs, lodges, associations, restaurants, railroad and bus stations, banks, laundries, dry cleaners, mortuaries, garages for commercial activity, gasoline stations, theaters, bowling alleys, billiard parlors, motor courts, camps, bars, grills, taverns, retail bakeries, hospitals, schools, churches, religious and charitable institutions, governmental agencies, apartment buildings, rooming and boarding dwellings, residential hotels, multifamily row housing, doubles, duplexes. The combination of commercial and residential accounts will be considered commercial if usage is half or more than half of the total service, and for all other situations where gas is supplied to consumers in two or more dwelling units designed for the primary purposes of residences.

**“Commission”** means the Public Utilities Commission of Ohio.

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

**“Company” or “Columbia”** means Columbia Gas of Ohio, Inc.

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**“Company’s Billing Cycle”** means the Company’s accounting revenue month.

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

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

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

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

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

**“Cooperative’s Facilities”** means the property and facilities constructed and maintained by the Cooperative for delivery of natural gas to its members.

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

**“CSRR”** means the CHOICE/SCO Reconciliation Rider to be charged all CHOICE, SCO and DSS Customers based on their billed throughput.

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

**“Customer's Billing Cycle”** means the monthly period that occurs between monthly meter readings taken or estimated by Company for billing purposes at Customer's facilities.

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

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**“Customer Information Agreement”** means a contract between the Company and party requesting the receipt of a listing of customers eligible to participate in the Company’s Customer CHOICE<sup>SM</sup> Program that must be executed prior to the Company’s release of Eligible Customer lists.

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

**“Daily Demand”** means Aggregation Pool demand on any day.

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

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

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

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

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

**“Design Demand”** means Customer demand on a day with Design Temperature.

**“Design Temperature”** means the coldest daily temperature for which Columbia plans capacity and supply.

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

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

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

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

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

**“End-Use Customer”** means the final user of gas and regulated delivery services.

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

**“Full Requirements Aggregation Agreement”**. See Aggregation Agreement.

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

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

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

**“Human Needs Customer”** means any service account, including Cooperative member customers, where the use of natural gas is for space heating of a permanent residence or for use by a governmental agency or public service organization that provides emergency or life support services. Human needs customers shall include, but is not limited to hospitals, nursing homes, student dormitories, and residential correctional institutions, but shall exclude schools, hotels and motels.

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

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

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

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

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

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

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

**“Maumee Gate”** means the interconnection between PEPL and Columbia located at Maumee Ohio.

**“Mcf”** means one thousand cubic feet of natural gas.

**“MDQ”** means maximum daily quantity.

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

**“NAESB”**- Is an acronym which stands for the North American Energy Standards Board.

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

**“NCGT”** means North Coast Gas Transmission, LLC.

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

**“NYMEX”** means the New York Mercantile Exchange.

**“NYMEX Price”** means the final settlement price of the natural gas futures contract each month.

**“Operationally Retained Capacity”** means that portion of Columbia’s firm city gate and related upstream pipeline capacity that Columbia is unable to directly assign to CHOICE and SCO Suppliers under Columbia’s Capacity Allocation Process.

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

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

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

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

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

**“Peaking Service”** means a firm delivery service provided to Suppliers by Columbia utilizing TCO and PEPL storage assets retained to provide daily balancing services, Ohio Production Contracts, and Operationally Retained Capacity. This service is provided to meet CHOICE and SCO customer demand once Suppliers have delivered all supplies as specified by their Demand Curves.

**“PEPL”** means Panhandle Eastern Pipe Line Company.

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

**“Pipeline Scheduling Point” or “PSP”** means a single delivery point or set of delivery points grouped or designated by an upstream pipeline for purposes of scheduling gas supplies for delivery by such upstream pipeline and shall consist of the following: interconnections with Panhandle Eastern Pipe Line Company, and Columbia Gas Transmission, LLC. The interconnections with Columbia Gas Transmission, LLC include the Market Areas and Master List of Interconnections as defined in the General Terms and Conditions of the FERC Gas Tariff of Columbia Gas Transmission, LLC. As of December 2, 2009, the Columbia Gas Transmission, LLC Pipeline Scheduling Points included: 22 (Portsmouth); 23-1 (Toledo); 23-3 (Lima); 23-4 (Alliance); 23-5 (Columbus); 23-6 (Dayton); 23-8 (Mansfield); 23-9 (Ohio Misc.); 23N-2 (Parma); 23N-7 (Sandusky); 24-35 (Pittsburgh); and 24-39 (New Castle).

**“Points of Receipt”** means those measurement locations where Customer-owned gas is delivered into Company’s system.

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

**“Program Year”**- means the twelve month period beginning April 1<sup>st</sup> through the following March 31<sup>st</sup>.

**“PUCO”** means the Public Utilities Commission of Ohio.

**“Rate Ready”** means billing method under which Supplier provides rates to Columbia. Columbia then calculates charges for Supplier and creates a consolidated billing statement sent to customers.

**“Residential Customer”** means a Customer who contracts for a Competitive Retail Natural Gas Service for Residential purposes.

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

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

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

Filed in accordance with Public Utilities Commission of Ohio Entry dated August 26, 2015 in Case No. 15-691-GA-ATA.

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

**“Retail Natural Gas Broker”** means a Person who provides Retail Natural Gas Brokerage Service.

**“Retail Natural Gas Marketer”** means a Person who provides Retail Natural Gas Marketing Service.

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

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

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

**“Retail Natural Gas Supplier Aggregation Agreement”** see Aggregation Agreement.

**“Retail Natural Gas Supplier’s Receivables”** means an amount due a Retail Natural Gas Supplier.

**“Retail Price Adjustment”** means the price adjustment in dollars and cents that shall be applied to the NYMEX Price, monthly throughout the SCO period, the combination of which when divided by ten (10), shall represent the price paid by Columbia’s SCO and DSS Customers per Ccf of consumption, exclusive of Commission approved transportation charges, fixed charges, surcharges, riders or taxes.

**“SCO”**- Is an acronym that stands for Standard CHOICE Offer.

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

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

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

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

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

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“**Small Commercial Customer**” means a Commercial Customer that is not a Mercantile Customer.

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

“**SCO**” means Standard CHOICE Offer.

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

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

“**Staff**” means the Staff of the Public Utilities Commission of Ohio.

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

“**Supplier**” means the combination of all CHOICE Suppliers and all SCO Suppliers.

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

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

“**TCO**” means Columbia Gas Transmission, LLC.

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

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

“**Technical Support and Assistance**” is defined as support and assistance that may be provided by the Company to a Retail Natural Gas Supplier, Governmental Aggregator, Retail Natural Gas Broker and their Agents in connection with questions raised and research requests by a Retail Natural Gas Supplier, Governmental Aggregator, Retail Natural Gas Broker and their Agents in support of their participation in the Company’s Customer CHOICE<sup>SM</sup> Program.

“**TGP**” means Tennessee Gas Pipeline Company, L.L.C..

“**Toll Free**” means telephone access provided to a Customer without toll charges to the Customer.

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

“**TRK**” means Trunkline Gas Company, LLC.

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

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

**“XRD”** means Crossroads Pipeline Company.

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**SECTION VII**  
**PART 3 - SCOPE AND PURPOSE OF TARIFF**

3.1 Applicability of Terms to Retail Natural Gas Suppliers

This Section of this tariff sets forth the basic requirements for interactions and coordination between the Company, Retail Natural Gas Suppliers, Governmental Aggregators, Cooperatives and members of Cooperative necessary for ensuring the delivery of Competitive Retail Natural Gas Service from Retail Natural Gas Suppliers to their End-use Customers (including Cooperatives and delivery of natural gas service from Cooperative's to their member customers).

3.2 Joint Undertakings

Except as expressly provided herein, the covenants, obligations and liabilities of the Company and Retail Natural Gas Supplier or Cooperative are intended to be several and not joint or collective and nothing contained in this tariff shall ever be construed to create an association, joint venture, trust, or partnership covenant, obligation or liability, or with regard to the other parties. Each party shall be individually responsible for its own covenants, obligations, and liabilities as provided in this tariff. No party shall be under the control of or shall be deemed to control the other parties. No parties shall be the agent or have a right or power to bind the other parties without such other parties express written consent.

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

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SECTION VII

PART 4 - RELATIONSHIPS AMONG CUSTOMER CHOICE<sup>SM</sup> PROGRAM PARTICIPANTS

4.0 Customer CHOICE<sup>SM</sup> Program Participants

a) End-use Customer to Company

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

Cooperative Participants

1) Cooperative to Company

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

2) Cooperative to the Cooperative Members

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

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

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

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

d) Retail Natural Gas Supplier to Company

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

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

Filed in accordance with Public Utilities Commission of Ohio Order dated December 3, 2008 in Case Nos. 08-0072-GA-AIR, 08-0073-GA-ALT, 08-0074-GA-AAM, and 08-0075-GA-AAM.

**SECTION VII**

**PART 4 - RELATIONSHIPS AMONG CUSTOMER CHOICE<sup>SM</sup> PROGRAM PARTICIPANTS**

e) Governmental Aggregator to Retail Natural Gas Supplier and Company

The Company, Governmental Aggregator and Retail Natural Gas Supplier shall cooperate to facilitate the proper formation and functioning of Governmental Aggregations. To assist a Governmental Aggregator's compliance with the opt-out disclosure notice requirements established in division (D) of Section 4929.26 of the Revised Code, upon of execution of "Customer Information Agreement", the Company will provide, on a best efforts basis, an updated list of Eligible Customers, including: names, account numbers, and service and mailing addresses for all Eligible Customers residing within the Governmental Aggregator's boundaries.

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

f) Mercantile Customers to Retail Natural Gas Suppliers

Mercantile Customers are Customers that consume, other than for residential use, more than 500 Mcf per year at a single location or as part of an under taking having more than three locations within or outside the state and has not filed a declaration with the PUCO. These are Customers that may be served by a Retail Natural Gas Supplier that has not been certified by the Commission in those cases where the Aggregation Pool is comprised entirely of Mercantile Customers. The applicable rate schedules are FRSGTS, FRGTS, FRLGTS and FRMGTS.

**SECTION VII**  
**PART 5 - RETAIL NATURAL GAS SUPPLIER REQUIREMENTS**

5.1 Commission Certification

Each Retail Natural Gas Supplier must have and maintain certification from the Commission as an authorized Retail Natural Gas Supplier to participate in the Company's CHOICE® Program if service is provided to Non-Mercantile Customers.

5.2 Registration and Participation Requirements

Each Retail Natural Gas Supplier desiring to participate in the Company's CHOICE® Program must meet the registration and participation requirements set forth in Section VII of this tariff.

5.3 Customer Enrollment

Retail Natural Gas Suppliers may enroll End-Use Customers by mail, facsimile, direct solicitation, telephone and Internet in accordance with Section VII of this tariff.

5.4 Billing Election

Retail Natural Gas Suppliers must elect the billing options which will be applicable to End-Use Customers participating in the Company's CHOICE® Program.

5.5 Customer Inquiries and Dispute Resolution

Retail Natural Gas Suppliers shall cooperate with the Company, the PUCO and the OCC to answer inquiries and resolve disputes in accordance with those requirements set forth in Section VII of this tariff.

5.6 Code of Conduct

Retail Natural Gas Suppliers shall adhere at all times to the Retail Natural Gas Supplier Code of Conduct set forth in Section VII of this tariff.

5.7 Delivery of Daily Firm Supplies

Retail Natural Gas Suppliers shall deliver on a firm basis, sufficient supplies of natural gas to meet the daily delivery requirements of their Aggregation Pools in accordance with those requirements set forth in Section VII of

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**SECTION VII**  
**PART 5 -RETAIL NATURAL GAS SUPPLIER REQUIREMENTS**

this tariff. Such deliveries shall be made at Columbia receipt points within the specific Pipeline Scheduling Point(s), which correlate with each Retail Natural Gas Supplier Aggregation Pool. All Retail Natural Gas Suppliers must make deliveries according to a Demand Curve and/or Supply Curve developed by the Company for each Aggregation Pool. Retail Natural Gas Suppliers must deliver to the city gate each day the volume projected by that Demand Curve at the actual temperature experienced as provided by Columbia on the day after the Gas Day, unless otherwise directed by Columbia and the volume projected by the Supply Curve(s) at the forecast temperature on the day prior to the Gas Day.

5.8 Quality of Gas Delivered

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

5.9 Title and Warranty

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

5.10 Unaccounted-For Gas

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

5.11 Timeliness and Due Diligence

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

5.12 Communications Requirements

Retail Natural Gas Suppliers must be equipped with communications capabilities necessary to conduct business as a transportation customer and have access to the Company's Internet-based website.

Filed in accordance with Public Utilities Commission of Ohio Order dated November 22, 2011 in Case No. 08-1344-GA-EXM.

SECTION VII  
PART 5 - RETAIL NATURAL GAS SUPPLIER REQUIREMENTS

5.13 Record Retention

Retail Natural Gas Supplier shall comply with all applicable laws, Commission and Federal Energy Regulatory Commission rules and regulations for record retention.

5.14 Marketing and Solicitation

Each Retail Natural Gas Supplier participating in the Company's CHOICE® Program shall follow the Commission's Rules for Competitive Retail Natural Gas Service unless the Retail Natural Gas Supplier Aggregation Pool is comprised entirely of Mercantile Customers.

5.15 Responsibility for Sales Tax Status of Customers

Each Retail Natural Gas Supplier participating in Company's CHOICE Program has the responsibility for identification of the sales tax status of its customers including, but not limited to, 1) the collection and maintenance of certificates of exemption; 2) the identification of governmental customers exempt from sales tax but not required to submit certificates of exemption; 3) the submission to the Columbia via electronic means (as defined by the Company) information related to the customer's sales tax exemption status; 4) the installation and maintenance of equipment and software required to code customers as being exempt from sales tax for submission to the Columbia's electronic data file system; and 5) the processing of retroactive adjustments of bills and pass back of refunds where customers were exempt from the payment of sales tax, but exemptions were not timely recognized. The Company assumes no responsibility or liability for the Retail Natural Gas Supplier's misapplication of tax-exempt status to a customer. The Retail Natural Gas Supplier shall release, waive and hold the Company harmless for any assessments, penalties, liabilities or claims of any kind whatsoever, related to the Retail Natural Gas Supplier's misapplication of tax-exempt status to any customer.

5.16 Responsibility for Payment of Sales Tax to State of Ohio

Each Retail Natural Gas Supplier participating in the Company's CHOICE Program is responsible for the payment to the State of Ohio of all sales taxes on gas costs billed by Columbia on behalf of the Retail Natural Gas Supplier for the sale of volumes by that Supplier through the Company's CHOICE Program. The Retail Natural Gas Supplier shall release, waive and hold the Company harmless for any assessments, penalties, liabilities or claims of any kind whatsoever, related to the Retail Natural Gas Supplier's proper and timely reporting and remitting of sales tax collections to the State of Ohio.

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**SECTION VII**

**PART 6 - RETAIL NATURAL GAS SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS**

6.1 Registration Requirements For Retail Natural Gas Supplier

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

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

6.2 Registration Requirements For Governmental Aggregator

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

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

6.3 Registration Process

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

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

**SECTION VII**

**PART 6 - RETAIL NATURAL GAS SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS**

6.4 Registration Notification

The approval process shall include, but is not limited to, successful completion of each of the above-stated requirements. The Company will notify the Retail Natural Gas Supplier of its registration and the posting of its name on the Company's web page of eligible Retail Natural Gas Suppliers upon the Retail Natural Gas Supplier's meeting of the registration and participation requirements and any necessary credit enhancement.

6.5 Changes In Registration Information

The Retail Natural Gas Supplier will notify the Company, in writing, of any change to the information it was required to provide during the registration process. The Company may require the Retail Natural Gas Supplier to supply current information regarding the Retail Natural Gas Supplier's eligibility for registration if it receives information from any source that suggests the Retail Natural Gas Supplier's registration information has changed. The Retail Natural Gas Supplier is required to respond to such requests in writing within five business days from the date of this request.

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J. W. Partridge Jr., President

**SECTION VII**  
**PART 7 – END-USE CUSTOMER ENROLLMENT PROCESS**

7.1 Customer Enrollment

Retail Natural Gas Suppliers and Governmental Aggregators, with the exception of that case identified in Section VII, Part 7.5, shall coordinate Customer Enrollment with the Company in accordance with requirements set forth in Section VII, Part 7, End-Use Customer Enrollment Process through the use of the following options:

- a) Mailings, Facsimiles or Direct Solicitation;
- b) Telephonic Enrollment;
- c) Internet Enrollment;
- d) Opt-Out Governmental Aggregation; or
- e) Immediate CHOICE Enrollment Program.

Retail Natural Gas Suppliers and Opt-In Governmental Aggregators are prohibited from enrolling Eligible Customers without their consent and proof of that consent as delineated in Section VII, Part 7.

7.2 Mailings, Facsimiles, and Direct Solicitation

- 1) Where enrollment occurs by mail, facsimile, or direct solicitation, the Customer's signature on a contract shall constitute consent.
- 2) Prior to entering into a contract for service with a Customer through direct mail, facsimile or direct solicitation, Retail Natural Gas Suppliers and Opt-In Governmental Aggregators shall:
  - a) Provide each Customer with enrollment documents that contain, at a minimum, clear and understandable pricing, terms and conditions of service; the dollar amount of all recurring and nonrecurring charges, including any fees for early termination of the contract, and the duration of the contract.
  - b) Provide each Customer a reasonable opportunity to read all enrollment documents and shall answer any and all questions posed by any applicant about information contained in the documents.
- 3) Immediately upon obtaining the Customer's signature, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall provide the applicant a legible copy of the signed contract. This requirement is not applicable if the Retail Natural Gas Supplier or Opt-In Governmental Aggregator has already provided the Customer with a separate, complete copy of the terms and conditions for the Customer's record and has complied with paragraph (C)(1) of rule 4901:1-29-10 of the Ohio Administrative Code.

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- 4) Where enrollment occurs by direct solicitation, Customers shall be advised both verbally and in the contract of the following:
  - a) The Company will be sending a confirmation notice of the transfer of service;
  - b) The Customer is allowed a seven business day period from the confirmation notice postmark date to rescind the enrollment; and
  - c) The Customer should contact the Company to rescind the enrollment.
  
- 5) Where the Retail Natural Gas Supplier or Opt-In Governmental Aggregator conducts direct solicitation through "door-to-door" solicitation of Residential Customers, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator must also comply with the following minimum requirements:
  - a) Retail Natural Gas Suppliers or Opt-In Governmental Aggregators performing door-to-door solicitation shall have the Customer execute an acknowledgement form as part of, and at the time of, the door-to-door enrollment process. The acknowledgment form shall include at a minimum the following statements or questions:
    - i) Did the representative state he/she was representing a Retail Natural Gas Supplier or Opt-In Governmental Aggregator and was not from Columbia Gas of Ohio?
    - ii) Did the representative explain that by signing the enrollment form you were entering into an agreement/contract for the Retail Natural Gas Supplier or Opt-In Governmental Aggregator to supply your natural gas?
    - iii) Did the representative explain the price for natural gas under the contract you signed is \$\_\_\_\_\_ per Ccf and does not include Company charges or sales tax?
    - iv) Did the representative explain that the contract term is \_\_\_\_ year(s)?
    - v) Did the representative orally explain your right to cancel?
    - vi) Did the representative leave two completed right to cancel notices with you?
  - b) An independent third-party verification shall be conducted to ensure the validity of enrollment. The third-party verifier must successfully contact and survey at least twenty-five percent (25%) of all Residential Customers enrolled by door-to-door solicitation. The verification process should be performed prior to submitting the enrollment information to the Company. The Retail Natural Gas Supplier or Opt-In Governmental Aggregator must provide a copy of the survey to the Company or the Commission upon

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request within three business days of any such request. If the third-party verification does not confirm that the Residential Customer enrolled with the Retail Natural Gas Supplier or Opt-In Governmental Aggregator, then the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall not submit the enrollment information of that Residential Customer to the Company.

- c) The terms and conditions provided to the Residential Customer at the time of sale must be printed in dark ink on white or pastel paper and be ten-point type or greater.
- d) Each door-to-door solicitor must display a valid photo identification of the approved Retail Natural Gas Supplier or Opt-In Governmental Aggregator he/she represents. The format for this identification shall be pre-approved by the Staff.
- 6) The Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall send an electronic enrollment request to the Company within three business days following receipt of the contract executed by the Customer, unless a later enrollment transmittal date is agreed to in the contract by the Customer or the Customer rescinds the enrollment.

7.3 Telephonic Enrollment

- 1) To enroll a Customer telephonically, a Retail Natural Gas Supplier, Opt-In Governmental Aggregator or an independent third-party verifier shall make a date- and time-stamped audio recording before the completion of the enrollment that verifies, at a minimum, the following:
  - a) The Retail Natural Gas Supplier, Opt-In Governmental Aggregator, or the independent third-party verifier identity and the exact purpose of the call;
  - b) A verbal statement and the Customer's acknowledgement that the call is being recorded;
  - c) A verbal question and the Customer's acknowledgement that the Customer wishes to enroll with the Retail Natural Gas Supplier or Opt-In Governmental Aggregator;
  - d) A verbal question and the Customer's acknowledgement that the Customer is the Customer of record with the Company or is authorized to switch to the Retail Natural Gas Supplier or Opt-In Governmental Aggregator by the Customer of record;

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- e) A verbal statement and the Customer's acceptance of each of the principal terms and conditions for the service that will be provided, including, but not limited to:
  - i) The service(s) that will be provided;
  - ii) The price per Ccf;
  - iii) The length of the contract term;
  - iv) An approximate service commencement date;
  - v) The contract termination date, and any fees for Customer cancellation prior to such date;
  - vi) Any material limitations, conditions, or exclusions;
  - vii) Any fees or costs to the Customer;
  - viii) If applicable, whether the Retail Natural Gas Supplier or Opt-In Governmental Aggregator will perform a credit check and require a deposit, including the amount;
  - ix) Who will bill for the Retail Natural Gas Supplier's and Opt-In Governmental Aggregator's service(s); and
  - x) The enrollment confirmation number.
- f) A verbal statement and the Customer's acknowledgement that the Retail Natural Gas Supplier or Opt-In Governmental Aggregator will, within one business day, send the Customer a written contract that details the terms and conditions that were summarized in the telephone call;
- g) Customers are advised both verbally and in the contract that:
  - i) The Company will be sending a confirmation notice of the transfer of service;
  - ii) The Customer is allowed a seven business day period from the confirmation notice postmark date to rescind the enrollment; and
  - iii) The Customer should contact the Company to rescind the enrollment;
- h) The Company's toll-free or local telephone number that the Customer can call to rescind the enrollment;
- i) A verbal request for and the Customer's provision of the Customer's natural gas company's account number; and
- j) A verbal request for and the Customer's provision of the Customer's mailing address.

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- (2) Following telephonic enrollment, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall:
  - a) Within one business day, send the Customer a written contract that details the terms and conditions summarized in the telephone call pursuant to rule 4901:1-29-11 of the Ohio Administrative Code. Such contract shall in no way alter the terms and conditions to which the Customer agreed in the telephone call;
  - b) Retain the audio recording of the Customer's enrollment for one year after the contract with the Customer is terminated; and
  - c) Provide a copy of the audio recording to the Commission or its Staff within three business days of a request.
- 3) The Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall not initiate enrollment with the Company prior to the completion of the enrollment transaction with the Customer; and
- 4) The Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall send an electronic enrollment request to the Company within three business days after sending the Customer the written contract, unless a later enrollment transmittal date is agreed to in the contract by the Customer or if the Customer rescinds the enrollment.

7.4 Internet Enrollment

- 1) Where enrollment occurs over the internet, prior consent shall be obtained by encrypted Customer input on a Retail Natural Gas Supplier's and Opt-In Governmental Aggregator's internet web site.
- 2) The Internet Enrollment web site shall, at a minimum, include:
  - a) A copy of the Retail Natural Gas Supplier's and Opt-In Governmental Aggregator's Customer contract with all terms and conditions as required by rule 4901:1-29-11 of the Ohio Administrative Code;
  - b) A statement advising Customers both at the web site and in the contract that:
    - i) The Company will be sending a confirmation notice of the transfer of service;
    - ii) The Customer is allowed a seven business day period from the confirmation notice postmark date to rescind the enrollment; and
    - iii) The Customer should contact the Company to rescind the enrollment; and
  - c) A prompt for the Customer to print or save a copy of the contract.
- 3) The Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall not initiate enrollment with the Company prior to the completion of the enrollment transaction with the Customer.

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- 4) The Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall send an electronic enrollment request to the Company within three business days following the completion of the enrollment transaction with the Customer, unless a later enrollment transmittal date is specified and agreed to in the contract by the Customer or if the Customer rescinds the enrollment.
- 5) Any electronic version of the contract shall be identified by version number, in order to ensure the ability to verify the particular contract to which the Customer agrees.
- 6) Throughout the duration of the contract, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall retain and, within three business days of the Customer's request, provide to the Customer an e-mail, paper, or facsimile copy of the terms and conditions of the numbered contract version to which the Customer contracted.
- 7) The Retail Natural Gas Supplier or Governmental Aggregator shall require the Customer to complete an electronic Customer consent form in a format retrievable by the Retail Natural Gas Supplier or Opt-In Governmental Aggregator that includes the following:
  - a) The Customer's agreement to the terms and conditions;
  - b) An electronic agreement version number;
  - c) The name of the Retail Natural Gas Supplier or Opt-In Governmental Aggregator;
  - d) The date the Customer electronically enrolled;
  - e) The name of the account holder;
  - f) The Company account number; and
  - g) The account holder's U.S. mailing address.
- 8) The Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall provide a mechanism by which both the submission and receipt of the electronic customer consent form are recorded by time and date.
- 9) After the Customer completes the electronic Customer consent form, the internet enrollment process shall disclose conspicuously that the Customer has been enrolled and the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall provide the Customer an enrollment confirmation number.

**7.5 Opt-Out Governmental Aggregation**

- 1) Customers may be enrolled in Columbia's Customer CHOICE<sup>SM</sup> Program by Governmental Aggregators through an Opt-Out Governmental Aggregation program. A Governmental Aggregator that forms an Opt-Out Governmental Aggregation shall complete all of the requirements specified in divisions (A) to (D) of Section 4929.26 of the Revised Code, including adopting an ordinance or resolution authorizing an Opt-Out Governmental Aggregation, conducting a general or special election in accordance with division (B) of Section 4929.26 of the Revised Code for authorization from electors to form the Governmental Aggregation,

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and approving a plan for operation and governance of the Governmental Aggregation as specified by division (C) of Section 4929.26 of the Revised Code.

- 2) The operation and governance plan adopted shall detail the services that will be provided under the aggregation and specify all Customer rights and obligations under the aggregation. The plan shall be sufficiently detailed to allow Customers to readily understand the services that the Opt-Out Governmental Aggregator is to provide and to compare those services against similar services provided by competitive suppliers. The Opt-Out Governmental Aggregator shall write the plan in clear and plain language so that an average Residential Consumer can easily understand it. The plan shall, at a minimum, contain all of the following:
  - a) A detailed description of services the Opt-Out Governmental Aggregator is to provide under the aggregation, including noting whether the service is to be provided directly by the Opt-Out Governmental Aggregator or by a party contracted by the Opt-Out Governmental Aggregator.
  - b) A description of the processes that the Opt-Out Governmental Aggregator will use to determine the rates that will be charged.
  - c) A detailed description of the Opt-Out Governmental Aggregator's plan for providing the required opt-out disclosure notices to Eligible Customers. The plan shall describe the steps that the Opt-Out Governmental Aggregator will take to ensure that all Eligible Customers residing within the Opt-Out Governmental Aggregator's governmental boundaries are notified. The plan shall also identify the time frames associated with the notice.
  - d) A detailed description of the process for developing the pool of Customer accounts that may be included in the aggregation, including the steps that will be taken to identify and eliminate Customers that are not eligible to participate in the aggregation and Eligible Customers who opt out of the aggregation.
  - e) The Opt-Out Governmental Aggregator's plan for billing Customers, including an identification of billing intervals and the identity of the entity that will transmit the bill to the Customer.
  - f) A listing of any credit or deposit procedures and the policies that the Opt-Out Governmental Aggregator will employ in the event that a Customer fails to pay its bill.
  - g) A detailed description of the Opt-Out Governmental Aggregator's Customer service procedures and dispute resolution processes, including notice of the Customer's right to contact the Commission and the Commission's toll-free and TDD/TTY telephone numbers. These procedures and processes shall comport with the requirements specified in rule 4901:1-29-08 of the Ohio Administrative Code.
  - h) A detailed description of the policies associated with a Customer moving into the aggregation or within the aggregation where the Company considers the Customer that is moving to be a new Customer. If the policies provide that these Customers will be automatically included in the aggregation, the Opt-Out Governmental Aggregator shall provide the Customers an

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opportunity to opt-out of the aggregation in accordance with the procedures set forth in rule 4901:1-28-04 of the Ohio Administrative Code.

- i) A detailed description of the policies associated with a Customer moving within the aggregation where the Customer is not assigned a new account number by the Company. A Customer in these circumstances shall maintain the rate that the Customer was charged at its previous location or, if the rate at the new location is higher than at the Customer's previous location, the Customer shall have the opportunity to opt-out of the aggregation without penalty, pursuant to the procedures set forth in rule 4901:1-28-04 of the Ohio Administrative Code.
  - j) A description of the Opt-Out Governmental Aggregator's policies regarding the ability of a Customer who had previously opted-out of the aggregation to join the aggregation, including identification of any associated conditions.
- 3) An Opt-Out Governmental Aggregator shall keep its operation and governance plan available for public inspection and shall, upon request, provide a copy of the plan to any existing or potential Customer of the aggregation.
  - 4) An Opt-Out Governmental Aggregator shall not alter its operation and governance plan in any way that would materially affect the Customers of the aggregation without first providing notice to all affected Customers and providing these Customers the opportunity to opt-out of the aggregation according to the procedures established for the initial opt-out disclosure notice set forth in rule 4901:1-28-04 of the Ohio Administrative Code. The notice shall set forth the changes to the plan, inform the Customer of its right to opt-out of the aggregation without penalty, and identify the method and time frame for the Customer to opt-out.
  - 5) No Opt-Out Governmental Aggregator shall send an opt-out disclosure notice to potential Customers of an aggregation prior to the Opt-Out Governmental Aggregator being certified by the Commission and approved by the Company.
  - 6) Prior to including a Customer's natural gas account or accounts in an aggregation, an Opt-Out Governmental Aggregator shall provide each eligible Customer written notice that the Customer's account(s) will be automatically included in the aggregation unless the Customer affirmatively opts out of the aggregation. The notice shall, at a minimum, include:
    - a) A summary of the actions that the governmental entity took to authorize the aggregation.
    - b) A description of the services that the Opt-Out Governmental Aggregator will provide under the aggregation.
    - c) Disclosure of the price that the Opt-Out Governmental Aggregator will charge Customers for Competitive Retail Natural Gas Service. The price shall be expressed in dollars and/or cents per hundred cubic feet of gas ("Ccf"). If a variable rate is offered, it shall be accompanied by an understandable description of the factors that will cause the price to vary, including any associated indices, and disclosure of how frequently the rate will change. If different rates will be charged to different rate classes within the aggregation, the Opt-Out Governmental Aggregator shall disclose the applicable rate(s) to Customers within the various rate classes.

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- d) An itemized list and explanation of all fees and charges that are not incorporated into the rates charged for natural gas that the Opt-Out Governmental Aggregator will charge the customer for participating in the aggregation, including any applicable switching fees or early termination penalties. These switching fees and/or early termination penalties shall not apply to a customer that moves out of the Opt-Out Governmental Aggregator's territory or enrolls in the Percentage of Income Payment Program.
- e) Disclosure of the dates covered by the aggregation, including an estimated service commencement date and notice that the customer may opt-out of the aggregation at least every two years without penalty.
- f) Disclosure of any credit and/or deposit policies and requirements.
- g) Disclosure of any limitations or conditions on customer acceptance into the aggregation.
- h) A description of the process and associated time period for customers to opt-out of the aggregation. The process shall include provisions for customers to return a post card or similar notice to the Opt-Out Governmental Aggregator or its agent. The process may include, in addition, other opt-out methods, such as telephonic or internet notice, provided that these methods provide for verification of a customer's election to opt-out of the aggregation. The time period for a customer to choose to opt-out of the aggregation shall extend at least twenty-one(21) days from the date of the post-mark on the written notice. A customer's return post card or notice that is post marked before the opt-out deadline has elapsed shall be deemed to have opted-out.
- i) A local or toll-free telephone number that customers can call with questions regarding the formation or operation of the aggregation, including associated calling hours.

7.6 Right to Opt-Out Governmental Aggregation Program Notice

- 1) At least every two years from the establishment of its initial aggregation pool, an Opt-Out Governmental Aggregator shall provide notice to all customers served by the aggregation of their right to opt-out of the aggregation without penalty. This notice shall follow the procedures established for the initial opt-out notice set forth in 4901:1-28-04 of the Ohio Administrative Code and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation.

7.7 Disclosure of Opt-Out Program Requirements

- 1) No Opt-Out Governmental Aggregator or Retail Natural Gas Supplier serving a governmental aggregation shall impose any terms, conditions, fees, or charges on any customer served by a governmental aggregation unless the particular term, condition, fee, or charge was clearly disclosed to the customer at the time the customer chose not to opt-out of the aggregation.

7.8 Release of Customer Information By Opt-Out Governmental Aggregators

- 1) To assist its preparation and dissemination of required opt-out notices, an Opt-Out Governmental Aggregator, that is certified by the Commission and approved by Company, may request, upon
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execution of a "Customer Information Agreement", customer information consistent with paragraph (A) of rule 4901:1-28-05 of the Ohio Administrative Code. The Opt-Out Governmental Aggregator shall not, without the customer's express written consent, disclose or use for any purpose other than formation and operation of its aggregation, a customer's account number or social security number or any customer information regarding customers who had opted-off of the Company's pre-enrollment list. Before an Opt-Out Governmental Aggregator releases any customer account number, social security number, or any information related to a customer who has opted off of the Company's pre-enrollment list, the Opt-Out Governmental Aggregator shall obtain the customer's signature on a release. The release shall be on a separate piece of paper. The release shall be clearly identified on its face as a release of personal information and all text on the release shall be in at least sixteen-point type. The following statements shall appear prominently on the release, just prior to the signature, in type larger and darker than the type in the surrounding sentences: **I realize that, under the rules and regulations of the Public Utilities Commission of Ohio, I may refuse to allow (name of aggregator) to release the information set forth above. By my signature, I freely give (name of aggregator) permission to release the information designated above.** The information that the Opt-Out Governmental Aggregator seeks to release shall be specified on the form. Forms requiring a customer to circle or to check off preprinted types of information to be released may not be used.

## 7.9 Identification of Eligible Customers By Opt-Out Governmental Aggregators

- 1) Each Opt-Out Governmental Aggregator shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted-out are included in its aggregation. If ineligible accounts, accounts from outside of the Opt-Out Governmental Aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, the Opt-Out Governmental Aggregator shall promptly contact the Company and supply any information in the form and format acceptable to the Company to have the customer switched back to the customer's former Retail Natural Gas Supplier. The Opt-Out Governmental Aggregator shall reimburse the customer for any switching fees that were paid by the customer as a result of the switch. In addition, if the customer's former rate was less than the rate charged by the Opt-Out Governmental Aggregator, then the Opt-Out Governmental Aggregator shall reimburse the customer the difference between the customer's former rate and the Opt-Out Governmental Aggregator's rate multiplied by the customer's usage during the time that the customer was served by the Opt-Out Governmental Aggregator.

## 7.10(a) Immediate CHOICE Enrollment Program

- 1) Immediate enrollment program available to customers at the time service is requested, which provides CHOICE eligible customers, with the exception of those currently enrolled in the CHOICE Program, an opportunity to participate in Columbia's Immediate CHOICE Enrollment Program for two billing cycles. Participating customers may choose a specific supplier that will provide service for two billing cycles that starts with the provision of gas service at the new address. During these two billing cycles, the supplier will

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have an opportunity to execute a traditional contract with the customer for service through the CHOICE Program. Customers that elect to participate in this program may request a specific supplier. The supplier will be made aware of the customer's election and scheduled projected date of service at that time. The customer's election of a supplier does not result in a contract between the customer and the supplier. Customers that elect traditional CHOICE service from their specific supplier during the two billing cycles will not be charged a switching fee. Customers that elect traditional CHOICE service from an alternative CHOICE supplier during the two billing cycles will be charged a switching fee. The rate billed customers participating during this introductory period will be equivalent to the effective SCO billing rate. The customer may terminate their decision to participate in this program as long as enrollment is pending. Upon connection of the customer at the new address Columbia will reevaluate the customer to determine CHOICE eligibility. Customers determined eligible through this process will be enrolled in this introductory program with final confirmation of the customer's enrollment being sent to the supplier at that time. Customers participating in this program that do not execute a traditional CHOICE Program contract upon expiration of the two billing cycles and customers that elect not to participate in the Immediate CHOICE Enrollment Program will be assigned to DSS service for one billing cycle and then assigned to an SCO provider. All Retail Natural Gas Suppliers participating in this program must have previously opted to participate.

7.10(b) Customer Notification of Rejection of Application

- 1) In customer enrollment, if the Company rejects a customer from enrollment, the Retail Natural Gas Supplier or Governmental Aggregator shall notify the customer within three business days from the Company's notification of rejection that the customer will not be enrolled or enrollment will be delayed, along with the reason(s) therefore.

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7.11 Customer Confirmation Notice

- 1) The Company shall, prior to commencing Competitive Retail Natural Gas Service, mail the customer a confirmation notice stating:
  - a) The Company has received a request to enroll the customer for Competitive Retail Natural Gas Service with the named Retail Natural Gas Supplier or Governmental Aggregator;
  - b) The date such service is expected to begin;
  - c) The customer has seven business days from the post-mark date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of the Retail Natural Gas Supplier or Governmental Aggregator was not requested by the customer; and
  - d) The Company's toll-free telephone number.

7.12 Notification of Supplier of Customer Request to Rescind

- 1) Within two business days after receiving a customer's request to rescind enrollment with the Retail Natural Gas Supplier or Governmental Aggregator, the Company shall initiate such rescission and inform the Retail Natural Gas Supplier or Governmental Aggregator that such action has been taken.

7.13 Special Meter Readings

- 1) Customers, a Retail Natural Gas Supplier, or Governmental Aggregator, may request an actual meter reading prior to the transfer of the service to the new Retail Natural Gas Supplier or Governmental Aggregator. Such meter readings, when requested, will be performed at a cost to the requestor of \$50.00 per each meter reading provided.

7.14 Retail Natural Gas Supplier or Governmental Aggregator Customer Drop Requests

- 1) After confirming the validated electronic data file for a Retail Natural Gas Supplier's or Governmental Aggregator's customer drop request, the Company shall mail the customer a notice stating:
  - a) The Company has received a request to drop the customer from competitive retail natural gas service with the named Retail Natural Gas Supplier or Governmental Aggregator.
  - b) The Retail Natural Gas Supplier's or Governmental Aggregator's toll-free telephone number.

7.15 Customer Return to Commodity Sales Service

- 1) Any customer returning to the Company's Standard CHOICE Offer service due to default, abandonment, slamming, or certification rescission of a Retail Natural Gas Supplier or Governmental Aggregator, will not be liable for any costs associated with the switch.

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SECTION VII  
PART 7 – END-USE CUSTOMER ENROLLMENT PROCESS

- 2) Any customer returned to the Company's sales service shall pay the applicable Standard Choice Offer Rider rate while taking such service.

7.16 Verification of Customer Eligibility

Retail Natural Gas Suppliers and Governmental Aggregators will provide a listing of all accounts via electronic means in a form and format acceptable to and defined by the Company. This listing shall include account numbers and all other information necessary to enroll the customer. The Retail Natural Gas Supplier or Governmental Aggregator will be responsible for verifying the eligibility of each customer. In the event that a customer attempts to join more than one Customer Group, with more than one Retail Natural Gas Supplier or Governmental Aggregator, the Company will assign the customer to the Retail Natural Gas Supplier or Governmental Aggregator whose listing reflects the earliest date stamp. All accounts submitted by Retail Natural Gas Supplier or Governmental Aggregators for participation in the Company's CHOICE® Program will be verified electronically with a transaction acceptance and error listing being provided. Retail Natural Gas Supplier or Governmental Aggregators may resubmit rejected accounts upon identification and correction of the error.

7.17 Demand and Supply Curves

On or about the 23<sup>rd</sup> of each month Company will provide each Supplier and Governmental Aggregator with the normalized monthly volumetric profiles and daily Demand and/or Supply Curves for customers in their Aggregation Pools.

SECTION VII  
PART 8 - CUSTOMER INQUIRIES AND DISPUTE RESOLUTION

8.1 Customer Access

- 1) Each Retail Natural Gas Supplier or Governmental Aggregator shall ensure customers reasonable access to its service representatives to make inquiries and complaints, discuss charges on customer bills, terminate competitive service, and transact any other pertinent business.
- 2) Telephone access shall be toll-free and afford customers prompt answer times during normal business hours.
- 3) Each Retail Natural Gas Supplier or Governmental Aggregator shall provide a twenty-four hour automated telephone message instructing callers to report any service interruptions or natural gas emergencies to the Company.

8.2 Provision of Customer Information

- 1) Upon receipt of a customer request, a Retail Natural Gas Supplier or Governmental Aggregator and/or its Agent shall timely provide the customer's payment history for services rendered by the Retail Natural Gas Supplier or Governmental Aggregator up to twenty-four months to the customer without charge.
- 2) Other than for operation, maintenance, assignment and transfer of a customer's account, no Retail Natural Gas Supplier or Governmental Aggregator shall disclose a customer's account number without a customer's affirmative consent. No Retail Natural Gas Supplier or Governmental Aggregator shall disclose a social security number without first obtaining the signature of the customer on a release. The release shall be on a separate piece of paper. The release shall be clearly identified on its face as a release of personal information and all text appearing on the release shall be in at least sixteen-point type. The following statement shall appear prominently on the release, just prior to the signature, in type darker and larger than the type in surrounding sentences: **I realize that, under the rules and regulations of the public utilities commission of Ohio, I may refuse to allow (name of the Retail Natural Gas Supplier or Governmental Aggregator) to release the information set forth above. By my signature, I freely give (name of the Retail Natural Gas Supplier or Governmental Aggregator) permission to release the information designated above.** The information that the Retail Natural Gas Supplier or Governmental Aggregator seeks to release shall be specified on the form. Forms requiring a customer to circle or to check off preprinted types of information to be released may not be used. In addition, a customer's social security number shall not be used for any other purpose other than to perform a credit check.

8.3 Customer Complaints

- 1) Each Retail Natural Gas Supplier or Governmental Aggregator and/or its Agent shall investigate customer complaints and provide a status report within three business days following receipt of the complaint to:
  - a) The customer, when the complaint is made directly to the Retail Natural Gas Supplier or Governmental Aggregator; or
  - b) The customer and Commission Staff, when a complaint is referred to the Retail Natural Gas Supplier or Governmental Aggregator by the Commission Staff.

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

**SECTION VII**  
**PART 8 - CUSTOMER INQUIRIES AND DISPUTE RESOLUTION**

- 2) The Governmental Aggregator may choose to have the Retail Natural Gas Supplier perform certain functions as the Governmental Aggregator's agent. However, the Governmental Aggregator is still responsible for ensuring that the requirements are met.
- 3) If an investigation is not completed within ten business days, the Retail Natural Gas Supplier or Governmental Aggregator and/or its Agent shall provide status reports to the customer, or if applicable, to the customer and Commission Staff. Such status reports shall be provided at three business day intervals until the investigation is complete, unless the action that must be taken will require more than three business days and the customer has been so notified.
- 4) The Retail Natural Gas Supplier or Governmental Aggregator and/or its Agent shall inform the customer, or the customer and Commission Staff, of the results of the investigation, orally or in writing, no later than three business days after completion of the investigation. The customer or Commission Staff may request the report in writing.
- 5) If a customer disputes the Retail Natural Gas Supplier's or Governmental Aggregator's and/or its Agent's report, the Retail Natural Gas Supplier or Governmental Aggregator shall inform the customer that the Commission Staff is available to mediate complaints. The Retail Natural Gas Supplier or Governmental Aggregator and/or its Agent shall provide the customer with the address, local and toll-free telephone numbers, and TDD/TTY telephone number of the Commission's public interest center.
- 6) Each Retail Natural Gas Supplier or Governmental Aggregator shall retain records of customer complaints, investigations, and complaint resolutions for two years after the occurrence of such complaints and shall provide such records to the Commission Staff within three business days of request.
- 7) Each Retail Natural Gas Supplier or Governmental Aggregator shall make good faith efforts to resolve disputes and cooperate with the resolution of any joint issues with the Company.

8.4 Handling of Customer Complaints By Company

- 1) If customers contact the Company concerning Competitive Retail Natural Gas Service issues, the Company shall:

Review the issue with the customer to determine whether it also involves the Company;

- a) Cooperate with the resolution of any joint issues with the Retail Natural Gas Supplier or Governmental Aggregator; and
- b) Refer the Customer to the appropriate Retail Natural Gas Supplier or Governmental Aggregator, as directed by the Aggregator, in those instances where the issue lacks Company involvement and inform the Customer they may contact the Commission's Public Interest Center or the Ohio Consumers' Counsel if the issue is not resolved.

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**SECTION VII**  
**PART 8 - CUSTOMER INQUIRIES AND DISPUTE RESOLUTION**

8.5 Slamming Complaints

- 1) If a customer contacts the Company, Retail Natural Gas Supplier or Governmental Aggregator alleging that the customer's supplier has been switched without the customer's authorization, the Company, Retail Natural Gas Supplier or Governmental Aggregator shall:
  - a) Provide the customer any evidence relating to the customer's enrollment;
  - b) Refer the customer to the Commission's public interest center;
  - c) Provide the customer with the local/toll-free telephone numbers of the Commission's consumer service department; and
  - d) Cooperate with the Staff in any subsequent investigations of the slamming complaint.
- 2) Except as otherwise provided in Chapter 4901:1-28 of the Ohio Administrative Code, if the Retail Natural Gas Supplier or Governmental Aggregator cannot produce valid documentation confirming that the customer authorized the switch, there shall be a rebuttable presumption that the customer was switched without authorization. Such documentation will include one of the following:
  - a) A signed contract, in the case of direct enrollment;
  - b) An audio recording, in the case of telephonic enrollment; or
  - c) Electronic consent, in the case of internet enrollment.
- 3) In the event that the customer was switched from one Retail Natural Gas Supplier or Governmental Aggregator to a different Retail Natural Gas Supplier or Governmental Aggregator without authorization, the customer's previous Retail Natural Gas Supplier or Governmental Aggregator shall re-enroll the customer without penalty under such customer's original contract price for the duration of the original term and send the Company an electronic enrollment request. If the original Retail Natural Gas Supplier or Governmental Aggregator is unable to return the customer to the original contract price, the original Retail Natural Gas Supplier or Governmental Aggregator may enroll the customer in a new contract pursuant to the provisions of rule 4901:1-29-06 of the Ohio Administrative Code, or the customer may select a new Retail Natural Gas Supplier or return to the Company's GCR sales service.
- 4) In the event that a customer was switched from the Company sales service to a Retail Natural Gas Supplier or Governmental Aggregator without authorization, the Company will switch the customer back to the Company's GCR sales service without penalty.

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**SECTION VII.**  
**PART 9 - CONTRACT ADMINISTRATION**

9.1 Prohibitions

- 1) Retail Natural Gas Suppliers and Opt-In Governmental Aggregators shall arrange for the provision of Competitive Retail Natural Gas Service by contracting with their customers. In their administration of such contracts, Retail Natural Gas Suppliers and Opt-In Governmental Aggregators are prohibited from engaging in unfair, deceptive, misleading, and unconscionable acts and practices.

9.2 Compliance With Customer Enrollment Requirement and Commission Rule

- 1) Retail Natural Gas Suppliers and Opt-In Governmental Aggregators shall arrange for the provision of Competitive Retail Natural Gas Service to customers in compliance with Section VII, Part 7 of this tariff and Rule 4901:1-29-10 of the Ohio Administrative Code.

9.3 Contract Retention Requirements

- 1) Retail Natural Gas Suppliers and Opt-In Governmental Aggregators shall maintain copies of individual customer contracts for no less than two years after such contracts terminate.
- 2) For any contract where the customer's signature is not physically on the same document as the complete terms and conditions of such contract, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator must assign a unique version number to each version of the contract. Such version number must appear on the document containing the customer's actual signature, on the copy of the terms and conditions left with the customer, and on a master copy of the complete terms and conditions of the contract. Both the document containing the customer's physical signature and the master copy of the complete terms and conditions must be retained by the Retail Natural Gas Supplier or Opt-In Governmental Aggregator. This provision shall not apply where the Retail Natural Gas Supplier or Opt-In Governmental Aggregator has obtained the customer's consent by telephone or internet enrollment.

9.4 Assignment of Customer Contracts

- 1) In its administration of customer contracts, a Retail Natural Gas Supplier and an Opt-In Governmental Aggregator shall also:
  - a) Not assign a customer contract to another Retail Natural Gas Supplier or Opt-In Governmental Aggregator without:
    - i) Providing a minimum of fourteen (14) days written notice to the director of the consumer services department of the Commission or the director's designee before the contract assignment. Such notice shall include:
      - a) The name of the Retail Natural Gas Supplier or Opt-In Governmental Aggregator to whom the contract(s) will be assigned;
      - b) The type of contract(s) to be assigned (e.g., residential, small commercial);
      - c) The number of contracts to be assigned;
      - d) The company involved;

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SECTION VII  
PART 9 - CONTRACT ADMINISTRATION

- e) The date of the assignment; and
- f) A copy of the customer notification; and
- ii) Providing prior a minimum of thirty (30) days written notice to the customer.
- iii) Providing a minimum of forty-five (45) days written notice to the Company.
- 2) When assigned a contract previously administered by another Retail Natural Gas Supplier or Opt-In Governmental Aggregator, comply with all terms and conditions in effect for the contract before the assignment occurred;
- 3) Comply in a timely manner with all valid notices from customers to cancel or terminate the contract as provided for by the contract and by this tariff; and
- 4) Assign a number to each version of its standard contract form, including changes in contract price, retain such forms for no less than two years, and provide copies to Commission Staff within three business days of a request.

9.5 Customer Right to Rescind

- 1) Customers shall have the right to rescind their contracts, within seven business days following the postmark date on the Company's confirmation notice:
  - a) By calling the Company at the designated toll-free or local telephone number;
  - b) By written notice to the Company which is effective as of the date of the postmark.

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**SECTION VII.**  
**PART 10 - CONTRACT RENEWALS**

10.1 Notification Requirements For Renewal Period of Six Months or Longer With No Material Changes

- 1) For contracts with a renewal period of six months or more, and which contain no material changes, the Retail Natural Gas Supplier and/or Opt-In Governmental Aggregator shall notify customers of such expiration at least forty-five (45) days, but not more than ninety (90) days in advance of the contract expiration date. The notice shall be made by separate mailing through the use of either an envelope or postcard, the front cover of which shall state: "Important notice regarding your natural gas service contract." The notice shall, at a minimum, state any renewal period and how the customer may terminate, renew, and/or extend the contract. The renewal period for contracts with renewal provisions shall not exceed the initial contract period.

10.2 Notification Requirements for Renewal Period of Six Months or Longer with Material Changes

- 1) For contracts renewals that meet all of the following conditions, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall provide Customers with the notices specified in subsections (A) and (B) of this paragraph: (a) the contract has a renewal period of six months or longer; (b) the contract contains an early termination or cancellation option with a fee greater than \$25 for early termination or cancellation, or contains no option for early termination or cancellation; and (c) the contract contains a material change to the contract. Material changes include, but are not limited to, new fees or penalties, changes from a fixed rate to a variable rate, changes from a variable rate to a fixed rate, an increase in a fixed rate, and changes to the factors used to determine variable rate. The notices provided pursuant to this paragraph must:
  - A) Notify the customer of such changes, describe or highlight each change, and also obtain the customer's affirmative consent to such changes pursuant to any of the enrollment procedures established in Section VII, Part 7 of this tariff.
  - B) Notify the customer that no response will result in the customer automatically reverting to the Company's sales service unless the customer chooses another Retail Natural Gas Supplier or Opt-In Governmental Aggregator.

This notice shall be provided at least forty-five (45) days, but not more than ninety (90) days, in advance of the contract expiration date. The notice shall be made by separate mailing through the use of either an envelope or postcard, the front cover of which shall state: "Important notice regarding your natural gas service contract." The notice shall, at a minimum, state any renewal period and how the customer may terminate, renew, and/or extend the contract. The renewal period for contracts with renewal provisions shall not exceed the initial contract period.

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**SECTION VII**  
**PART 10 - CONTRACT RENEWALS**

2) For contracts that meet all of the following conditions, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall provide customers with notices required in subsections (A) through (D) of this paragraph: (a) the contract has a renewal period of six months or longer; (b) the contract contains an early termination or cancellation option with a fee of \$25 or less for early termination or cancellation; and, (c) the contract contains a material change to the contract. Material changes include, but are not limited to, new fees or penalties, changes from a fixed rate to a variable rate, changes from a variable rate to a fixed rate, an increase in a fixed rate, and changes to the factors used to determine variable rate.

A) Provide the customer with two separate notices that accurately describe or highlight the changes, and state that the customer contract will renew at the new rate unless the customer affirmatively cancels the contract pursuant to the following:

- 1) Such notices must clearly and accurately describe the manner in which the customer may cancel the contract and the time during which the customer must act to cancel the contract.
- 2) The first notice shall be in writing in accordance with the requirements of this tariff.
- 3) The second notice may be in writing in accordance with the requirements of this rule, by telephone, by a notice on the customer's monthly bill, or by electronic mail.

These notices shall be provided at least forty-five (45) days, but not more than ninety (90) days, in advance of the contract expiration date. The first notice shall be, and the second notice may be, made by separate mailing through the use of either an envelope or postcard, the front cover of which shall state: "Important notice regarding your natural gas service contract." The notices shall, at a minimum, state any renewal period and how the customer may terminate, renew, and/or extend the contract. The renewal period for contracts with renewal provisions shall not exceed the initial contract period.

- B) In the event that the Retail Natural Gas Supplier or Opt-In Governmental Aggregator provides notice by telephone, the Retail Natural Gas Supplier or Opt-In Governmental Aggregator must confirm that the customer of record is on the line, clearly explain both the new contract price and the manner in which the customer may cancel the contract, record the entire conversation, and retain such recording in a manner consistent with Section VII, Part 7 of this tariff.
- C) In the event that the Retail Natural Gas Supplier or Opt-In Governmental Aggregator provides notice on the customer's monthly bill, such notice must be in a different color, highlighted, or otherwise differentiated from the remainder of the bill.
- D) In the event that the Retail Natural Gas Supplier or Opt-In Governmental Aggregator provides notice by electronic mail, the notice must:
- 1) State "Important notice regarding your natural gas service contract" in the subject area of the message.
  - 2) Be from an electronic mail address that is readily identifiable as the Retail Natural Gas Supplier or Opt-In Governmental Aggregator.

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**SECTION VII**  
**PART 10 - CONTRACT RENEWALS**

- 3) Include a receipt returned to the Retail Natural Gas Supplier or Opt-In Governmental Aggregator that confirms the addressee has opened the document.

10.3 Notification Requirements For Renewals Less Than Six Months

- 1) Retail Natural Gas Suppliers shall send to Customers, at least forty-five days, but not more than ninety-days in advance of the contract expiration, a written notice of pending contract expiration by a separate mailing. The front cover of such mailing shall contain the following statement: "Important notice regarding your natural gas service contract."

The notice shall include a statement that the Customer's contract will automatically be renewed if the Customer does not notify the Retail Natural Gas Supplier and Company that the contract is being terminated.

10.4 Notification of Customers Where Contracts Do Not Include Renewal Provisions

- 1) Retail Natural Gas Suppliers and Opt-In Governmental Aggregators shall send to customers, at least forty-five days, but not more than ninety-days in advance of the contract expiration, a written notice of pending contract expiration by a separate mailing. The front cover of such mailing shall contain the following statement: "Important notice regarding your natural gas service contract's expiration."

The notice shall include a statement that the customer will automatically default to the incumbent Company if the customer does not re-enroll with the current Retail Natural Gas Supplier or Opt-In Governmental Aggregator or enroll with another Retail Natural Gas Supplier or Opt-In Governmental Aggregator.

10.5 Contract Prohibitions

- 1) No Retail Natural Gas Supplier shall bill a termination fee to any Customer that has fulfilled their contract obligation and request removal from a Retail Natural Gas Supplier's or Governmental Aggregator's program.
- 2) No Retail Natural Gas Supplier or Opt-In Governmental Aggregator contract shall limit or preclude a residential or small commercial customer's right to make formal or informal complaint to the Commission. A Retail Natural Gas Supplier or Opt-In Governmental Aggregator shall not require a customer as part of the terms of service to engage in alternative dispute resolution.

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**SECTION VII**  
**PART 11 - CONTRACT DISCLOSURE**

11.1 Minimum Information Requirements

All Retail Natural Gas Supplier and Opt-In Governmental Aggregator customer contracts shall include in clear and understandable language the following information:

- 1) A notification that switching fees may apply to a customer under the Company's tariff; and
- 2) A notification that the customer has the right to request from the Retail Natural Gas Supplier and Opt-In Governmental Aggregator up to twenty-four months of the customer's payment history for services rendered by the Retail Natural Gas Supplier or Opt-In Governmental Aggregator without charge.
- 3) The Retail Natural Gas Supplier's and Opt-In Governmental Aggregator's name, mailing address, internet address and, if applicable, a toll-free telephone number with hours of operation and time zone reference for customer contacts;
- 4) The services to be provided by the Retail Natural Gas Supplier or Opt-In Governmental Aggregator and those to be provided by the Company, including which entity will bill for those services;
- 5) The seven business day period during which a customer has to rescind the contract without penalty and the methods for customers to make such rescission by contacting the Company;
- 6) The respective policies, procedures, and any penalties for contract termination by the Retail Natural Gas Supplier and Opt-In Governmental Aggregator and by the customer after the rescission period;
- 7) A notification that the Retail Natural Gas Supplier and Opt-In Governmental Aggregator may terminate the contract on at least fourteen (14) days written notice should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangements;
- 8) Notice that the contract automatically terminates if:
  - a) The requested service location is not served by the Company;
  - b) The customer moves outside the Company's service area or to an area not served by the Retail Natural Gas Supplier or Opt-In Governmental Aggregator; or
  - c) The Retail Natural Gas Supplier or Opt-In Governmental Aggregator returns the customer to the Company's sales service, provided that the Retail Natural Gas Supplier or Opt-In Governmental Aggregator is permitted to terminate the contract under the terms and conditions of the contract.
- 9) Notice that the customer has a right to terminate the contract without penalty in the event:
  - a) The customer relocates; or
  - b) The contract allows the Retail Natural Gas Supplier or Opt-In Governmental Aggregator such a right for reasons other than customer nonpayment.

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PART 11 - CONTRACT DISCLOSURE

- 10) An itemized list and explanation of all prices and fees associated with the service in clear and understandable language.
  - a) For fixed-rate offers, such information shall, at minimum, include: the cost per Ccf for competitive retail natural gas service; the amount of any other recurring or nonrecurring Retail Natural Gas Supplier or Opt-In Governmental Aggregator charges; and a statement that the customer will incur additional charges for the Company's services.
  - b) For variable-rate offers, such information shall, at minimum, include: a clear and understandable explanation of the factors that will cause the price per Ccf to vary, including any related indices, and how often the price can change; the amount of any other recurring or nonrecurring Retail Natural Gas Supplier or Opt-In Governmental Aggregator charges; and a statement that the customer will incur additional charges for the Company's services.
- 11) The terms and conditions of service, including any restrictions and limitations associated with the service or product offered.
- 12) Procedures for handling complaints and disputes, including the following: "If your questions are not resolved after you have called (name of the Retail Natural Gas Supplier or Opt-In Governmental Aggregator), customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov) or as otherwise specified by the Commission. Residential customers may call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays, or visit the OCC website at [www.pickocc.org](http://www.pickocc.org) or as otherwise specified by the OCC;"
- 13) All applicable billing intervals and any late payment fees;
- 14) The contract duration, including the estimated starting and expiration month and year.
- 15) A statement as to whether the contract does or does not contain an automatic renewal provision and the terms of such renewal provision;
- 16) Any credit, deposit, and collection procedures, including terms and conditions associated with the return of any deposit at the time of contract termination;
- 17) Notice of whom will bill for the Retail Natural Gas Supplier and Opt-In Governmental Aggregator's service(s);
- 18) A notification that the customer's social security number and/or account number(s) shall not be released without the customer's affirmative written consent; and
- 19) A notification that, if the customer voluntarily returns to the Company after choosing a Retail Natural Gas Supplier or Opt-In Governmental Aggregator, the customer may be charged a price other than Company's Standard CHOICE Offer Rider.

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**SECTION VII**  
**PART 12 - CUSTOMER BILLING AND PAYMENTS**

12.1 Billing Options

A Retail Natural Gas Supplier or Governmental Aggregator participating in Columbia's Customer CHOICE<sup>SM</sup> Program may choose from two billing options in rendering a bill to a participating customer through the execution of a "Billing Option Agreement". The Retail Natural Gas Supplier or Governmental Aggregator may opt to use: (1) Company consolidated billing option through which the Company issues the total bill; or (2) the Retail Natural Gas Supplier or Governmental Aggregator may bill its portion of the bill with the Company continuing to bill the non-gas cost portion of the bill. Retail Natural Gas Suppliers or Governmental Aggregators that elect the consolidated billing option must provide all information needed by the Company, for preparation of bills in a form and format acceptable to the Company.

12.2 Columbia's Billing Rates

Customers that elect to participate in Columbia's Customer CHOICE<sup>SM</sup> Program will be billed all applicable transportation service base rates, including all applicable riders as identified in Section VII, Part 25, Part 26 and Part 27 of this tariff.

12.3 A Retail Natural Gas Supplier or Governmental Aggregator which elects the Company's consolidated billing option shall have the following billing options:

Rate Ready

- a) Fixed rate per Mcf to be applied to the Customer's consumption to determine the applicable billing charges. This fixed rate per Mcf shall be provided by the Retail Natural Gas Supplier or Governmental Aggregator.
- b) NYMEX Monthly Rate plus or minus a value per Mcf to be applied to the Customer's consumption to determine the applicable billing charge. The plus or minus Mcf value shall be provided by the Retail Natural Gas Supplier or Governmental Aggregator.

Bill Ready – Specific Charge

- c) Columbia transmits to Supplier the customer-specific metered consumption data. Supplier transmits to Columbia within three business days a customer-specific charge exclusive of all non-gas cost service charges.

Bill Ready – Pre-Pay

- d) Service is limited to customers that participate in Columbia's Bill Ready program that are billed through Columbia's Distributive Information Billing System. Columbia transmits to Supplier customer-specific metered consumption data. Supplier transmits to Columbia within three business days the commodity charge to be billed and prepaid balance. The display of the any prepaid balance on the bill will be limited to the current Supplier.

Columbia is not a party to the Supplier's prepayment program or customer agreement nor has any responsibility to oversee, monitor; account for or be aware of the specific contract terms. The Supplier is responsible for all commodity related activities, including but not limited to, collection of the prepayment; accounting for all billings, payments and balance of the prepayment account; provision of commodity charge and prepayment balance to Columbia each month, refunding of any unused prepayment where applicable; and payment of applicable sales taxes. Columbia's provision of this service is limited to the provision of the customer-specific metered consumption data each month and display of commodity charge, billing rate and prepayment balance on bill; and billing of and accounting for distribution related charges. Prepaid funds can only be credited to the Supplier's commodity charges. Prepaid amounts cannot be used to pay distribution

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charges or any unpaid balance due. Columbia will send a separate notification to the customer upon the initial use of the prepayment service designed to explain the Customer will be subject to disconnection for failure to pay timely the Distribution Charges portion of the bill and any unpaid commodity charges.

Current Retail Natural Gas Suppliers participating in this program may initiate a gas cost adjustment for any previously billed period within twelve months during which they were the Supplier with the exception of a bill for the pending period. Previous suppliers have two billing cycles from the time they become inactive to initiate a gas cost adjustment for the previous twelve months.

In the event the Retail Natural Gas Suppliers or Governmental Aggregators pricing arrangements require system billing changes, and the Company is willing to enhance its system, Company will perform these bill enhancements at an agreed upon cost based fee. Nothing in this tariff shall obligate the Company to bill for penalty or termination fees the Retail Natural Gas Supplier or Governmental Aggregator desires to assess against CHOICE® Program customers.

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Daniel A. Creekmur, President

**SECTION VII**  
**PART 12 - CUSTOMER BILLING AND PAYMENTS**

A Retail Natural Gas Supplier or Governmental Aggregator which elects the Company's consolidated billing options 12.3(a) and/or 12.3(b) will provide the Company with the details of any new rate design at least forty-five (45) days prior to the date the first bill must be rendered using this rate design. Subsequent to the receipt of such rate design the Company will indicate to the Retail Natural Gas Supplier or Governmental Aggregator if additional time is required to accommodate such rate design. The Retail Natural Gas Supplier or Governmental Aggregator will notify the Company of its rate(s) each month, by the 20<sup>th</sup> of each month, or first business day prior to the 20<sup>th</sup> if the 20<sup>th</sup> is weekend day or legal holiday, prior to the billing cycle during which the rate is to be effective. The Company shall use the last rate provided under such option if the Retail Natural Gas Supplier or Governmental Aggregator does not provide necessary rate information by the timeline set out herein. All rate information received by the Company from the Retail Natural Gas Supplier or Governmental Aggregator is confidential. Company shall provide the Retail Natural Gas Supplier or Governmental Aggregator an electronic pre-bill for each rate change or addition prior to the commencement of the Company's Cycle 21 billings.

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

12.4 Consolidated Billing Taxes

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

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

12.5 Budget Payment Plan

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

For consolidated billing purposes, Budget Payment Plan estimates will be calculated based on the Retail Natural Gas Supplier's or Governmental Aggregators elected consolidated billing option(s):

Rate Ready

Budget Payment Plan estimates for customers billed under the Rate Ready option are comprised of (1) an estimate of costs to be paid by the customer for gas supplied by the Retail Natural Gas Suppliers or Governmental Aggregators during the budget period; and (2) all non-gas cost charges to be billed by Columbia during that same period.

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PART 12 - CUSTOMER BILLING AND PAYMENTS

Bill Ready

Budget Payment Plan estimates for customers billed under the Bill Ready option are comprised of (1) an estimate of costs to be paid by the customer for gas supplied by the Retail Natural Gas Supplier's or Governmental Aggregators during the budget period; and (2) all non-gas cost charges to be billed by Columbia during that same period.

Revisions

Budget Payment Plan estimates may be revised when the Retail Natural Gas Supplier's or Governmental Aggregator's rate changes; there is a change in the Retail Natural Gas Supplier or Governmental Aggregator ; and/or Columbia's budget review process results in the need to adjust the budget to ensure a minimum level true-up at the conclusion of the budget payment plan period. All net payments forwarded to the Retail Natural Gas Suppliers or Governmental Aggregators Governmental Aggregator's will be calculated based on current month billing rates and actual billed consumption. Budget Payment Plan estimates may further reflect recognition of any balance that may exist at the time of computation of the original or updated budget.

12.6 Percentage of Income Payment Plan Service

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

12.7 Minimum Information Requirements

- 1) Customer bills issued by or for Retail Natural Gas Suppliers and Governmental Aggregators shall be accurate and understandable, be rendered at intervals consistent with those of the Company, and contain sufficient information for customers to compute and compare the total cost of Competitive Retail Natural Gas Service(s). Such bills must be rendered in accordance with rule 4901:1-29-12 of the Ohio Administrative Code and shall also include:
  - a) The customer's name, billing address, service address, the customer's Company account number, and if applicable, the Retail Natural Gas Supplier or Governmental Aggregator account number;
  - b) The dates of service covered by the bill, an itemization of each type of Competitive Retail Natural Gas Service covered by the bill, any related billing components, the charge for each type of natural gas service, and an itemization of all other fees and charges;
  - c) The customer's historical consumption during each of the preceding twelve months or each of the preceding months that the customer has been a customer of the Retail Natural Gas Supplier or Governmental Aggregator, whichever is less; with a total consumption and an overall average monthly consumption for such period.
  - d) The applicable billing determinants, including beginning meter reading(s), ending meter reading(s), multiplier(s), and any other consumption(s) adjustments;
  - e) The Rate Ready unit price charged per Ccf or Bill Ready charge for Competitive Retail Natural Gas Service, as calculated by dividing current-period Competitive Retail Natural Gas Service charges by the current-period consumption;

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**PART 12 - CUSTOMER BILLING AND PAYMENTS**

- f) An identification of the Retail Natural Gas Supplier or Governmental Aggregator of each retail natural gas service appearing on the bill;
- g) The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the customer's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable;
- h) The due date for payment to keep the account current. Such due date shall be consistent with that provided by the Company for its charges;
- (i) Current balance of the account, if a residential customer is billed according to a budget plan;
- (j) Options and instructions on how customers may make their payments;
- (k) toll-free or local telephone number and address for customer billing questions or complaints must appear for any Retail Natural Gas Supplier or Governmental Aggregator whose charges appear on the bill;
- l) The following statement:
  - If your questions are not resolved after you have called the Supplier or Governmental Aggregator listed above, customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays, or visit the OCC website at [www.pickocc.org](http://www.pickocc.org);
- m) The Company's twenty-four hour local/toll-free telephone number for reporting service emergencies;
- n) Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
- o) An explanation of any codes and abbreviations used.

12.8 Termination of Agreement

The written agreement between the Retail Natural Gas Supplier and Customer shall be terminated if the Customer is terminated for non-payment of any regulated service or commodity portion of the gas bill. However, written agreements between a Retail Natural Gas Supplier and a Customer shall not be terminated in those situations where a Customer and Columbia have entered into a payment plan, and the Customer fully pays the current commodity gas costs. If Company provides a termination notice to the Customer, it will also notify the Customer's Retail Natural Gas Supplier.

12.9 Dispute Resolution

Each Retail Natural Gas Supplier and Governmental Aggregator shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

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SECTION VII  
PART 13 - FULL REQUIREMENTS AGGREGATION SERVICE

13.1 Availability

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

13.2 Aggregation Pool

Retail Natural Gas Suppliers will be required to establish one or more Aggregation Pools for the purpose of providing service to groups of customers. An Aggregation Pool shall be comprised of those customers located within the same Pipeline Scheduling Point. Retail Natural Gas Suppliers shall have the option to create multiple Aggregation Pools within a single Pipeline Scheduling Point, at the Company's discretion.

Retail Natural Gas Suppliers must establish a separate Aggregation Pool, by Pipeline Scheduling Point, for the purpose of providing service to a Cooperative. The Aggregation Pool shall be comprised of those Cooperative customers served through the measuring station constructed for provision of service to the Cooperative's customers.

13.3 Aggregation Agreement

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

13.4 Requirements for Participation

In order to initiate or continue participation in the Company's Customer CHOICE<sup>SM</sup> Program, Retail Natural Gas Suppliers are required to:

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

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**SECTION VII  
PART 13 - FULL REQUIREMENTS AGGREGATION SERVICE**

- 4) Comply with the Dispute Resolution Requirements set forth in Section VII, Part 8 of this tariff.
- 5) Comply with all Firm Daily Delivery Requirements provisions for service set forth in Section VII, Part 16 of this tariff.
- 6) Comply with all other tariff provisions in Section VII.

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SECTION VII  
PART 14 - CREDIT REQUIREMENTS

14.1 Credit Application

All Retail Natural Gas Suppliers must complete and sign the Company’s Retail Natural Gas Supplier Registration Form to be considered for participation in the Columbia Customer CHOICE<sup>SM</sup> Program.

14.2 Credit Evaluation Fee

The Company will assess the Retail Natural Gas Supplier a fee of \$50.00 for each credit evaluation performed.

14.3 Determination of Creditworthiness

Retail Natural Gas Suppliers desiring to participate in the Columbia Customer CHOICE<sup>SM</sup> Program will be evaluated by the Company to establish credit levels acceptable to the Company. The Company will apply on a non-discriminatory basis, reasonable financial standards to assess and examine a Retail Natural Gas Supplier’s creditworthiness. These standards will take into consideration the scope of the operations of each supplier and the level of risk to the Company in order to address under-performance or nonperformance by Retail Natural Gas Supplier.

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

The Retail Natural Gas Supplier will provide the Company with (1) its most recent financial statements (audited where available) and most recent annual report. If applicant’s credit should be evaluated based on a parent or other corporate credit support provider, applicant must provide the most recent fiscal financial statements of the applicable credit support providers as well. If applicant or guarantor is a publically traded company with annual 10-K and 10-Q reports filed with the SEC, applicant must further provide copies of these reports or a web address for these reports; (2) a minimum of three bank and trade references; and (3) a list of parent company affiliates and corporate structure description.

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

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

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**SECTION VII  
PART 14 - CREDIT REQUIREMENTS**

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

14.4 Notice Filing and Determination of Collateral Requirement

The Company shall file with the Commission's Docketing Division a document that contains the formula used to determine the Company's collateral requirements applicable to Retail Natural Gas Suppliers. The collateral requirement formula shall be applied in a non-discriminatory manner to determine the level of financial risk associated with each Retail Natural Gas Supplier. If there is a material change to the collateral requirement formula used by the Company, the Company may update the formula, and will file such updated formula. Notice of such filings and the reasons for any changes shall be filed with the Commission, no later than 10 business days before the formula takes effect.

Failure of a Retail Natural Gas Supplier to provide required financial instruments pursuant to the collateral requirement formula may result in the Company limiting the enrollment of additional Customers in Retail Natural Gas Supplier's Pool and/or termination of service pursuant to Section VII, Part 24 of this tariff.

14.5 Financial Obligation – Dispute Resolution

Retail Natural Gas Suppliers that dispute the calculation of the collateral requirements calculated by the Company, pursuant to Sections VII, Part 14.3 and Part 14.4, must notify the Company no later than 5:00 p.m. Eastern Standard time, on the business day due. The parties will consult with each other in good faith, in an attempt to resolve the dispute. Failure to resolve the dispute by the close of business the next day shall require full payment of the amount due by the Retail Natural Gas Supplier. The Retail Natural Gas Supplier may appeal the Company's determination of collateral requirements to the Commission.

The Company shall refund any excess payment if the Commission determines that the collateral requirement shall be less than the amount requested by the Company.

14.6 On-going Credit Evaluation

The Company reserves the right to conduct further creditworthiness evaluations during the course of the program, when information has been received by Company that indicates the creditworthiness of a Retail Natural Gas Supplier may have deteriorated or the Retail Natural Gas Supplier's program is exceeding the credit level range previously approved by Company. The Company will review each Retail Natural Gas Supplier's cumulative Customer Group no less often than monthly, and will compare each Retail Natural Gas Supplier's cumulative Customer Group against its previously assigned credit level range. The Company will reevaluate each Retail Natural Gas Supplier's overall creditworthiness on an annual basis.

SECTION VII

PART 14 - CREDIT REQUIREMENTS

Retail Natural Gas Suppliers, whose programs exceed the assigned credit level range, may be required, at Company's option, to provide additional financial security. The form and format of the additional security must be acceptable to the Company. This additional financial security must be in the form of a irrevocable letter of credit, surety bond, cash deposit, and/or appropriate guarantee of payment in a form and format acceptable to the Company, at the Company's option, in order to continue to participate in the program beyond the last established credit level or to enroll additional customers. If additional financial security is provided by the Retail Natural Gas Supplier, the Company will assign a new credit level to the Retail Natural Gas Supplier.

In order to assure that the value of such financial security remains proportional to a Retail Natural Gas Supplier's potential liability, the required dollar amounts of such instruments may be adjusted at the sole discretion of Company, including, but not limited to, the point at which the volume of capacity assigned by Company changes; a Retail Natural Gas Supplier changes its billing option hereunder; or as Customers are added to, or deleted from, a Retail Natural Gas Supplier's Customer Group. Failure of a Retail Natural Gas Supplier to adjust the dollar amount of its financial instrument(s) within four (4) business days of a request to do so by the Company may result in the Company limiting the enrollment of additional Customers in a Retail Natural Gas Supplier's Pool and/or termination of service pursuant to Section VII, Part 24 of this tariff.

Retail Natural Gas Suppliers agree to inform Company of any significant change in the Retail Natural Gas Supplier's current financial condition.

Retail Natural Gas Suppliers agree to serve the Company with their Annual Reports to the Commission coincident with the filing of such reports with the PUCO. In order for the Company to stay fully informed about the service offerings of Retail Natural Gas Suppliers to Company's customers, Retail Natural Gas Suppliers will also provide to Company copies, subject to confidentiality agreements where appropriate, of any information that they provide to the PUCO pursuant to Rule 4901:1-27 of the Ohio Administrative Code which are relevant to Retail Natural Gas Supplier's operations in Company's service territory.

14.7 Right to Proceeds

In the event of Default as defined in this Section VII, Part 24 of this tariff, Company shall have the right, upon satisfaction of the default requirements identified in Section VII, Part 24.2 of this tariff, to use the proceeds from Retail Natural Gas Supplier's financial security instrument(s) to satisfy all obligations under this tariff and any other agreements between the Retail Natural Gas Supplier and Columbia in accordance with this tariff and Retail Natural Gas Supplier Aggregation Agreement. The proceeds from such instruments shall be used to satisfy any outstanding claims that Company has against Retail Natural Gas Supplier, including, but not limited to, interstate pipeline capacity charges, imbalance charges, cash-out charges, pipeline penalty charges, reservation charges, and any other amounts owed to Company, for which Company is or will be responsible, related to Retail Natural Gas Supplier's participation in the Program. Such proceeds may also be used to secure additional gas supplies, including payment of the costs of the gas supplies themselves, the costs of transportation, storage, gathering, taxes, and other related costs incurred in acquisition of those gas supplies.

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

SECTION VII  
PART 15 - CODE OF CONDUCT

15.1 Code of Conduct

Each Retail Natural Gas Supplier or Governmental Aggregator participating in Columbia's Customer CHOICE<sup>SM</sup> Program shall:

- 1) Conduct its competitive retail natural gas service activities consistent with the Commission's Minimum Standards for Competitive Retail Natural Gas Service, as set forth in Rules 4901:1-27 through 4901:1-34 of the Ohio Administrative Code, which are incorporated herein by reference. Supplier's failure to comply with the Company's tariff and/or Commission rule requirements may be deemed to be in material default within the meaning of Rule 4901:1-27 (12) (J) of the Ohio Administrative Code, which may be grounds for the Company to request suspension or termination pursuant to the Rule.
- 2) Deliver gas to Company on a firm basis, on behalf of the Retail Natural Gas Supplier's participating customers.
- 3) The Retail Natural Gas Suppliers must undergo a credit evaluation, at their expense, to assure that the Retail Natural Gas Supplier is sufficiently credit-worthy to protect against damages resulting from any failure to deliver gas in accordance with the requirements of the Columbia's Customer CHOICE<sup>SM</sup> Program, and to assure payment of any PUCO-approved charges for any such failure.

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**SECTION VII  
PART 15 - CODE OF CONDUCT**

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SECTION VII

PART 16 - DAILY DELIVERY REQUIREMENTS

16.1 Daily Delivery Requirements

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

16.2 Demand Curves

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

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

Columbia shall develop the Demand Curves through the use of historical monthly customer billing data; proportionally adjusted to Columbia's Design Demand; adjusted to reflect Columbia's purchase of Ohio Production, purchases under Operationally Retained Capacity and the Columbia provided Peaking Service; incorporation of Columbia's System-Wide Retention Factor and Weighted Average BTU Conversion Factor; and any other component identified by Columbia as beneficial to the development of the Demand Curves.

Upon prior notice to Choice and SCO Suppliers, Columbia may modify the Demand Curves during the calendar months of October and November to provide for deliveries by the Supplier that are less than the projected consumption level of Supplier's Aggregation Pool or Tranche allocation. Likewise, Columbia may modify the Demand Curves during the months of May through August to offset any such planned under-deliveries in the months of October and November. Columbia may also revise the Demand or Supply Curves, as it deems necessary for operational reasons.

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

16.3 Provision of Peaking Service

Columbia shall provide Suppliers a firm Peaking Service utilizing the TCO and PEPL storage capacity retained to provide daily balancing services, Ohio Production contracts and Operationally Retained Capacity. Annually Columbia shall determine the percentage of Design Demand provided by this Peaking Service and post this percentage no later than February 1<sup>st</sup>.

Columbia's provision of this Peaking Service shall result in a Demand Curve with a constant Supplier delivery requirement between: (1) the Design Temperature; and, (2) the temperature at which the delivery requirement set forth on the Demand Curve is equal to 100% less the annually calculated Peaking Service percentage.

At temperatures colder than the Design Temperature, Suppliers shall be responsible for delivering to Columbia all incremental supply requirements as set forth in the Demand Curve in excess of their delivery requirements at the Design Temperature.

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SECTION VII

PART 16 - DAILY DELIVERY REQUIREMENTS

All commodity volumes provided by Columbia under this Peaking Service shall be accounted for as part of the Supplier's total actual consumption for each Aggregation Pool or Tranche allocation in the Annual Reconciliation as described in Section 7, Part 23, Page 1 of this tariff.

16.4. Supply Curves

A. Maumee Gate

Columbia shall provide separate Supply Curves for each Supplier assigned PEPL/TRK pipeline capacity with a primary delivery point of the Maumee Gate.

Supplies at the Maumee Gate are operationally required and the associated nominations constitute daily required deliveries during the months of November through March. Supplier deliveries through the Maumee Gate for the months of April through October shall be zero.

During the months of November through March, Suppliers shall utilize the Maumee Gate Supply Curve provided by Columbia and the relevant forecast temperature to determine volumes to be delivered to Columbia at the Maumee Gate. Suppliers shall deliver to Columbia each day for the months of November through March the volumes set forth by their Columbia provided Maumee Gate Supply Curve at the forecast temperature of the PSP in which the Maumee Gate is located. Supplies nominated at the Maumee Gate may be allocated by the Suppliers to satisfy Demand Curve requirements of the PSP that includes the Maumee Gate, nominate supplies for Transportation Service Customers in the PSP that includes the Maumee Gate, sell gas to another Supplier or any combination of these options. Only supplies delivered by a Supplier to Columbia at the Maumee Gate and allocated to their Aggregation Pool or Tranche for the PSP in which the Maumee Gate is located shall count as a portion of the Supplier's Demand Curve requirements for that PSP.

Failure to deliver the specific volume of gas as required by the Maumee Gate Supply Curve at the forecast temperature shall result in the Supplier incurring a per Dth Demand Curve Noncompliance Charge to be paid Columbia based on the difference between the nomination required by the Maumee Gate Supply Curve and the actual volumes nominated. In the event that Columbia requests a modification of the nomination requirements specified by the Maumee Gate Supply Curve, such changes shall be incorporated into any determination regarding a Supplier's satisfying the Supply Curve delivery requirements.

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PART 16 - DAILY DELIVERY REQUIREMENTS

B. TGP Interconnection with TCO at Dungannon (“Dungannon”)

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

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

Failure by a Supplier to deliver, at a minimum, from TGP to TCO at Dungannon, the specific volume of gas as required by the Dungannon Supply Curve at the forecast temperature shall result in the Supplier incurring a per Dth Demand Curve Noncompliance Charge to be paid Columbia based on the difference between the nomination required by the Dungannon Supply Curve and the actual volumes nominated. In the event that Columbia requests a modification of the nomination requirements specified by the Dungannon Supply Curve, such changes shall be incorporated into any determination regarding a Supplier’s satisfying the Dungannon Supply Curve delivery requirements.

C. Coordination with TCO Deliveries

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

16.5 Delivery by Location

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

SECTION VII

PART 16 - DAILY DELIVERY REQUIREMENTS

16.6 Request for an Alternate Delivery Point

Columbia will consider, to the extent operationally feasible, Supplier requests to deliver supplies to Columbia receipt points from interstate pipelines other than TCO, on a case-by-case basis. Such requests shall be for deliveries to satisfy Demand Curve requirements in the same TCO PSP in which the requested alternate delivery point is located. To the extent a request is granted in writing by Columbia, deliveries to such Alternate Delivery Point shall be performed by the Supplier in accordance with a Columbia supplied Supply Curve specific to the Alternate Delivery Point.

16.7 Service Reliability

Each Supplier agrees to assist Columbia when requested to answer any questions Columbia receives from the Commission or the Office of the Consumers' Counsel with regard to reliability of service.

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

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

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

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

16.9 Combined Daily Nominations

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

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**Columbia Gas of Ohio, Inc.**

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16.9.

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SECTION VII

PART 17 - CAPACITY ASSIGNMENT

17.1 Capacity Allocation Process

Columbia will retain a combination of firm interstate and intrastate pipeline transportation and storage capacity, local gas supplies, and operationally required city gate supplies referred to as its "Capacity Portfolio."

- A. Columbia shall allocate its capacity contracts to be temporarily assigned all Suppliers on a "level playing field" basis each program year.
- B. Columbia shall allocate capacity based on the Pipeline Scheduling Points of TCO.
- C. The level of capacity that Columbia shall utilize for this Capacity Allocation Process shall be equal to Columbia's total capacity/city gate supply portfolio including firm pipeline contracts, Ohio Production supply contracts, and operationally required city gate supplies, less the firm capacity retained by Columbia for release to Transportation Service Customers and less the capacity retained by Columbia to provide Backup Service to Transportation Service Customers.
- D. Capacity shall be assigned for each PSP equally to each Supplier on a percentage of Design Demand basis. Columbia shall provide a Peaking Service for each PSP equally to each Supplier on a percentage of Design Demand basis. Each Supplier will receive equal percentage assignments of capacity not to exceed 100% of its Program Year Design Demand for each PSP to meet their delivery obligation.
- E. Capacity assignment under this process to be effective April 1<sup>st</sup>, of each SCO Program Year shall be refreshed each month consistent with changes in the CHOICE/SCO Suppliers customer groups or delivery obligations.
- F. The process of determining how Columbia will allocate capacity to each PSP shall be as follows:
  1. Columbia shall determine the percentage of capacity it shall assign each Supplier up to but not to exceed 100% of its Design Demand delivery obligation, including the Peaking Service provided by Columbia ("Capacity Assignment Percentage"). The firm capacity assigned to suppliers shall exclude capacity Columbia has retained for assignment to Transportation Service Customers and to provide Backup Service to Transportation Service Customers.
  2. Columbia shall retain TCO FSS and PEPL FS storage capacity (including associated transportation capacity) to provide CHOICE/SCO and DSS balancing services. This retained storage capacity shall be equal to approximately 22% of the Design Demand. Columbia shall also retain all Ohio Production contracts, firm city gate supplies and all Operationally Retained Capacity not otherwise assignable as described hereinafter. Columbia shall use the capacity retained to first provide its firm Peaking Service and the other limited firm supply services for Suppliers and thereafter to provide its non-firm Banking and Balancing Service to its Transportation Service Customers.
  3. Columbia shall next determine the percentage of Design Demand to be assigned as storage to each Supplier by PSP. The level of storage capacity assigned as a percentage of Design Demand shall be equal for all PSPs. For the PSP that includes the Maumee Gate, the assignment of PEPL storage and related firm transportation capacity shall be within the percentage calculated hereunder.

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4. Columbia shall then determine the percentage of Design Demand to be assigned as Firm Transportation Capacity to each Supplier by PSP. The level of firm transportation capacity assigned as a percentage of Design Demand shall be equal for all PSPs. For the PSP that includes the Maumee Gate, the assignment of PEPL non-storage related firm transportation capacity shall be within the percentage calculated hereunder. For those PSP that require the upstream delivery of natural gas from TGP to TCO, any TCO FTS capacity assigned in those PSP shall have TGP FT-A capacity assigned in association with the TCO FTS capacity. At all other PSP, TCO FTS capacity assigned shall also have upstream CGT FTS-1 capacity assigned in proportion to Columbia Gulf FTS-1 capacity held by Columbia.
5. To the extent that Columbia is unable under this methodology to fully assign all city gate firm capacity including PEPL, PEPL/TRK, and TCO/TGP capacities, Columbia shall retain this capacity as Operationally Retained Capacity and utilize this capacity in providing its Peaking Service and other gas supply services to Suppliers as necessary.
6. In the event that any pipeline capacity provider with which Columbia has contracted changes the configuration of its system or the scheduling requirements at its PSP(s), Columbia shall have the right to recall and reassign capacity from/to Suppliers as it deems necessary.

17.2 Assignment of Capacity

- A. All assignments by Columbia will be priced at the price Columbia would have paid under its contract with the upstream interstate pipeline.
- B. Capacity to be assigned by Columbia to Suppliers shall include the following:
  - 1) TCO Rate Schedules Firm Transportation Service ("FTS"), Firm Storage Service ("FSS") including Storage Service Transportation ("SST")
  - 2) CGT Rate Schedule Firm Transportation Service ("FTS-1").
  - 3) PEPL Rate Schedules Enhanced Firm Transportation Service ("EFT") and Flexible Storage Service ("FS")
  - 4) TRK Rate Schedule Firm Transportation Service ("FT")
  - 5) TGP Rate Schedule Firm Transportation Service ("FT-A")
- C. The PEPL and TRK capacity shall be deemed delivered to Columbia's distribution system at the PSP in which the Maumee Gate is located. The sum of daily Suppliers volumes delivered via PEPL and TRK and allocated to the Suppliers' Aggregation Pool or Tranche for that PSP, plus the Supplier volumes delivered via TCO at the PSP in which the Maumee Gate is located must equal the Demand Curve for the PSP in which the Maumee Gate is located as specified in Section 16.4 of this tariff.

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- D. Suppliers shall deliver natural gas supplies to Columbia from its capacity at the Maumee Gate during the months of November through March in accordance with a Supply Curve supplied by Columbia specific to Columbia's physical requirements and receipt capability at the Maumee Gate. This Supply Curve shall be separate from each Supplier's Demand Curve for the PSP in which the Maumee Gate is located. A Supplier that fails to deliver the supplies required by the Maumee Gate Supply Curve shall incur the same non-compliance charge associated with failure to deliver natural gas supplies under their Demand Curves. The Supply Curve for the Maumee Gate during the months of April through October shall be equal to zero.
- E. Regardless of any other provision of this tariff, Suppliers shall nominate natural gas supplies to Columbia at the Maumee Gate based upon the volume specified by the Columbia provided Supply Curve for the Maumee Gate at the forecast temperature projected on the day preceding the Gas Day. There will be no adjustment to nominated volumes delivered to Columbia at the Maumee Gate based upon the actual temperature experienced.
- F. Columbia will provide Suppliers with Supply Curves for the required deliveries from TGP to TCO at Dungannon. These Supply Curves will be determined based upon TCO's requirements to serve downstream markets. The TGP Dungannon Supply Curves shall represent the minimum amount of supply that a Supplier must nominate from TGP to TCO at the forecasted temperature for the PSP in which Dungannon is located. A Supplier that schedules quantities from TGP to TCO at Dungannon which is less than that required by the associated Supply Curve at the forecast temperature shall incur the same non-compliance charge associated with failure to deliver natural gas supplies under their Demand Curves.
- G. To the extent that Suppliers have taken direct assignment of capacity from Columbia, Columbia will pass through to such Suppliers their proportionate share of capacity-related refunds received by Columbia, when such refunds are directly related to the assigned capacity. All refunds distributed by Columbia pursuant to this tariff provision will be distributed proportionately based upon the cost of capacity assigned the Supplier as compared to the total amount of the capacity costs charged to Columbia for the capacity to which the refund applies during the refund period. Suppliers shall not be entitled to refunds to the extent such Suppliers have received refunds directly from a pipeline company with regard to the same capacity. No refunds will be issued to Suppliers that receive assignment of capacity from Columbia where the total refund received by Columbia is less than \$100,000. Refunds will not be made to Suppliers that have terminated participation in Columbia's CHOICE program or Columbia's SCO Auction prior to Columbia's receipt of any refund. Any refund under \$100,000, and any refund amounts not passed through to Suppliers that have terminated participation in Columbia's CHOICE program or Columbia's SCO Auction, will be credited to the CSRR.

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- H. In the event that the Commission would find in an order or entry that any refund passed on to any party by Columbia pursuant to this tariff should have instead been credited to Columbia’s CSRR, all parties will return to Columbia all refund amounts subject to said Commission order or entry, and Columbia will then credit such refund amounts to the CSRR.

17.3 Capacity Assignment: Methodology for Initial Assignment

- A. The initial assignment of Columbia’s firm transportation and storage capacity to all Suppliers shall be made effective April 1st of each SCO Program Year and refreshed monthly consistent with changes in the CHOICE and SCO Suppliers customers’ Design Demand delivery obligation and SCO Supplier’s proportionate share of DSS Design Demand delivery obligation, each at the rate Columbia would have otherwise paid for the capacity.
- B. Columbia shall assign to each Supplier for each PSP in which they have delivery requirements, firm city gate and associated upstream transportation capacity and storage and related transportation capacity on a pro rata basis in accordance with the Capacity Allocation Process. Suppliers will not be permitted to change any primary points of receipt or delivery associated with assigned pipeline transportation contracts during the term of the capacity assignment.
- C. Columbia holds discounted contracts with PEPL and TRK, Contract Nos. 18604 and 18122 respectively, where the utilization of alternate points will cause additional charges to be incurred by Columbia. The approved receipt and delivery points under these PEPL and TRK contracts are set forth in the table below. In the event the Supplier receives and/or delivers natural gas at points other than those approved points set forth in the table below and in so doing causes incremental costs to be incurred by Columbia, the Supplier shall pay Columbia for any and all associated incremental costs and/or penalties billed by PEPL and/or TRK due to such receipts and/or deliveries. Columbia shall have the right, through setoff in the Suppliers’ payments, to collect any costs owed Columbia as a result of a Supplier utilizing a receipt or delivery point other than those provided for in Columbia’s PEPL and TRK contracts.

**PEPL Contract No. 18604**

**Approved Receipt Points**

Primary Bourbon (PBRBN)

**Approved Delivery Points**

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

\*Incremental 2 cent commodity cost

**TRK Contract No. 18122**

**Approved Receipt Points**

Primary Patterson-ANR (80368)  
 Secondary ELA or WLA

**Approved Delivery Points**

Primary Bourbon-TGC (80023)

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D. Columbia holds discounted contracts with TGP for delivery to Broad Run Cobb (Meter #020001) and for delivery to Dungannon OH (Meter #020060), Contract Nos. 46986 and 63440 respectively, where the utilization of alternate points will cause additional charges to be incurred by Columbia. The approved receipt and delivery points under these TGP contracts and the commodity pricing are set forth in the tables below. In the event the Supplier receives and/or delivers natural gas at points other than those approved points set forth in the table below and in so doing causes incremental costs to be incurred by Columbia, the Supplier shall pay Columbia for any and all associated incremental costs and/or penalties billed by TGP due to such receipts and/or deliveries. Columbia shall have the right, through setoff in the Suppliers' payments, to collect any costs owed Columbia as a result of a Supplier utilizing a receipt or delivery point other than those provided for in Columbia's TGP contracts.

**TGP Contract No. 46986**

**Authorized Receipt Points**

Secondary Any Zone 1 or L receipt meters

**Authorized Delivery Points**

Primary Broad Run Cobb (Meter #020001)  
Secondary Cornwell (Meter #020044)  
Secondary Greenup Kentucky (Meter #020079)  
Secondary North Means (Meter #020049)  
Secondary Bear Creek Storage (Meter #060017)

Transportation from the above-mentioned receipt points to the above-mentioned delivery points will be charged TGP's minimum applicable commodity rate, the applicable fuel and lost and unaccounted for charges ("F&LR"), electric power cost rates ("EPCR"), and all applicable surcharges as specified in TGP's currently effective FERC Gas Tariff.

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**TGP Contract No. 63440**

**Commodity Pricing 1**

**Authorized Receipt Points**

Secondary Any Zone 1 or L receipt meters

**Authorized Delivery Points**

Primary Dungannon OH (Meter #020060)  
Secondary Brinker OH (Meter #020061)  
Secondary Newcastle PA (Meter #020062)  
Secondary Unionville PA (Meter #020063)  
Secondary Cambridge (Meter #020064)  
Secondary Pittsburgh Term (Meter #020306)  
Secondary Koppel PA (Meter #020325)

Transportation from the above-mentioned receipt points to the above-mentioned delivery points will be charged TGP's minimum applicable commodity rate, the applicable F&LR, EPCR, and all applicable surcharges as specified in TGP's currently effective FERC Gas Tariff.

**TGP Contract No. 63440**

**Commodity Pricing 3**

**Authorized Receipt Points**

Secondary Any Zone 1 or L receipt meter

**Authorized Delivery Points**

Secondary Milford PA (Meter #020245)  
Secondary Highland PA (Meter #020449)  
Secondary Gilmore OH (Meter #020345)  
Secondary Petersburg OH (Meter #020067)

Transportation from the above-mentioned receipt points to the above-mentioned delivery points will be charged TGP's maximum applicable commodity rate, the applicable F&LR, EPCR, and all applicable surcharges as specified in TGP's currently effective FERC Gas Tariff.

**TGP Contract No. 63440**

**Commodity Pricing 2**

**Authorized Receipt Points**

Secondary Any Zone 4 receipt meter

**Authorized Delivery Points**

Primary Dungannon OH (Meter #020060)  
Secondary Brinker OH (Meter #020061)  
Secondary Newcastle PA (Meter #020062)  
Secondary Unionville PA (Meter #020063)  
Secondary Cambridge (Meter #020064)  
Secondary Pittsburgh Term (Meter #020306)  
Secondary Koppel PA (Meter #020325)  
Secondary Milford PA (Meter #020245)  
Secondary Highland PA (Meter #020449)  
Secondary Gilmore OH (Meter #020345)  
Secondary Petersburg OH (Meter #020067)

Transportation from the above-mentioned receipt points to the above-mentioned delivery points will be charged TGP's maximum applicable commodity rate, the applicable F&LR, EPCR, and all applicable surcharges as specified in TGP's currently effective FERC Gas Tariff.

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- E. The assigned TCO FSS Storage Contract Quantity (SCQ) will be in the same ratio to the assigned Maximum Daily Storage Quantity (MDSQ) as the ratio that exists between the SCQ and the MDSQ in Columbia's TCO FSS contract. The assigned PEPL FS Maximum Stored Quantity (MSQ) will be in the same ratio to the assigned Maximum Daily Withdrawal Quantity (MDWQ) as the ratio that exists between the MSQ and the MDWQ in Columbia's PEPL FS contract.
  
  - F. Suppliers assigned TCO FSS capacity shall also be assigned the associated TCO SST capacity. The TCO SST quantity to be assigned for the months of October through March shall be equivalent to the MDSQ of the assigned TCO FSS capacity. The TCO SST quantity assigned for the months April through September shall be equivalent to 50% of the MDSQ of the assigned TCO FSS capacity, rounded up to the nearest whole Dth. Suppliers assigned PEPL FS capacity shall also be assigned the associated PEPL EFT capacity. The PEPL EFT quantity to be assigned for the months of November through March shall be equivalent to the MDWQ of the assigned PEPL FS capacity adjusted for retainage on PEPL. The PEPL EFT quantity assigned for the months April through October shall be equivalent to 38.9% of the MDWQ of the assigned PEPL FS capacity adjusted for retainage on PEPL, rounded up to the nearest whole Dth.
  
  - G. In addition to the requirements of this tariff, Suppliers assigned capacity by Columbia are subject to the terms and conditions of the tariffs of those transmission companies on whose facilities capacity was assigned. The costs of the assigned capacity will be paid directly to the pipelines by the Suppliers pursuant to the applicable pipeline capacity release payment procedures.
- 17.4. Adjustments to Assignment: Monthly Review and Release.
- A. Following Columbia's assignment of capacity to Suppliers made on April 1<sup>st</sup> of each Program Year Columbia shall review the amount of capacity assigned to Suppliers monthly and shall release capacity for subsequent months based on the Columbia determined Design Demand of each Supplier's then current customer group(s) or delivery obligation.
  
  - B. Subsequent to Columbia's release of capacity to Suppliers on April 1st of each Program Year for any release, recall and reassignment of capacity by Columbia pursuant to this Section, each Supplier shall be responsible for the acquisition and/or disposition of any storage volumes to satisfy the provisions of this tariff, the provisions of the tariffs of all pipelines on which the Suppliers are assigned capacity, and/or to satisfy the delivery requirements of their individual Demand and/or Supply Curves. Columbia shall not have any responsibility to purchase and/or sell storage volumes to Suppliers pursuant to this Paragraph 17.4.B.

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

1. If a CHOICE or SCO Supplier(s) leaves or if a CHOICE or SCO Supplier is terminated from Columbia's CHOICE Program<sup>®</sup> or SCO Auction, respectively, Columbia shall recall from the departing Supplier(s) the related capacity assigned by Columbia and Columbia shall have the option to purchase the storage gas associated with the recalled TCO FSS and PEPL FS capacity. The price to be paid for any gas purchased by Columbia shall be:

The average of the TCO Monthly Index prices for the April through October time period immediately preceding the date of purchase by Columbia, adjusted for the TCO SST commodity rate, TCO SST retainage rate, TCO FSS retainage rate, and TCO FSS injection charges. Should a CHOICE or SCO Supplier leave or a CHOICE or SCO Supplier be terminated in a month during the April through October time period, the price to be applied shall be the average of the TCO Monthly Index prices for the time period of the immediately preceding April through the month in which the departure event occurs. The rate to be paid per Dth by Columbia shall be calculated according to the following formula:

$$\text{Price per Dth Paid by Columbia} = \{(\text{Average TCO Monthly Index Price} / (1 - \text{TCO SST Shrinkage Rate}) + \text{TCO SST Commodity Charge}) / (1 - \text{TCO FSS Shrinkage Rate}) + \text{TCO FSS Injection Charges}\}$$

- D. Regardless of the reason for the recall/reassignment of capacity, the affected Supplier shall remain responsible for all demand and commodity costs, fees, penalties, and other costs incurred from the interstate pipeline and related to service prior to the recall/reassignment of the capacity.
- E. If a new CHOICE Supplier enters the CHOICE Program<sup>®</sup> Columbia will assign capacity in accordance with the Capacity Allocation Process and Paragraph 17.4.A of this tariff. CHOICE Suppliers so assigned capacity shall be responsible for the acquisition of any and all commodity supplies necessary to provide the required supplies to Columbia under their Demand and/or Supply Curves, including but not limited to storage inventory volumes.

#### 17.5 Storage Gas Inventory Transfers

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

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

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

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

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

**17.6 Reassignment of Capacity**

Suppliers may reassign capacity, subject to recall by Columbia. The original assignee shall remain subject to all Operational Flow Orders (OFO) and Operational Matching Orders (OMO) and all recall provisions invoked by Columbia. The assignee continues to be responsible to Columbia for payment of all upstream pipeline charges associated with the assigned capacity, including, but not limited to demand and commodity charges, shrinkage, injection and withdrawal charges, ACA charges, cash outs, transition costs, pipeline overrun, actual cost adjustments and all other applicable charges. The reassignment of capacity by a Supplier will not alter or amend, in any fashion, the Supplier's obligation to deliver gas supplies to Columbia in accordance with the Demand and/or Supply Curves provided the Supplier by Columbia.

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PART 17 - CAPACITY ASSIGNMENT OPTION

A Supplier may reassign PEPL and TRK capacity to a third party subject to recall by Columbia. However, the reassignment of any volume of PEPL and/or TRK capacity will not alter or amend, in any fashion, the Supplier's obligation to deliver gas supplies to the Maumee Gate, in accordance with the Supply Curve for the Maumee Gate provided the Supplier by Columbia. Furthermore, should a Supplier reassign any of the PEPL capacity to a third party (other than an agency or similar arrangement whereby the deliveries are made on behalf of the Supplier), Columbia will not accept delivery of gas from such a third party at the Maumee Gate. Should a Supplier reassign a portion or all of its assigned PEPL capacity to a third party under an agency or similar arrangement whereby such third party will have the responsibility of making deliveries on behalf of the Supplier, Supplier shall notify Columbia at least 15 days prior to the initiation of deliveries under such Agency or similar arrangement and provide Columbia with the name of such third party and any additional information related to such arrangement as requested by Columbia.

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

A Supplier may use other pipeline capacity to deliver supply as required under the Demand Curves and reassign portions of its Columbia-released pipeline capacity, subject to the limitations and restrictions as set forth in this tariff.

17.7 Recommended Storage Guidelines

Inventory Level Recommendations

<u>Date</u>	<u>Percent of Assigned SCQ</u>
1-Nov	98%
15-Feb	>30%
5-Mar	>20%
22-Mar	>10%
31-Mar	>2%

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SECTION VII  
PART 18 - BALANCING SERVICES

18.1 System Balancing

- A. Columbia shall provide Suppliers a Non-Temperature Balancing Service. Non-Temperature Balancing Service provides for balancing of the difference between (1) actual customer demand and (2) the total volume indicated by the Demand Curves at the actual temperature experienced for the applicable Gas Day.
- B. Effective with implementation of each SCO Program Year, on April 1st Columbia will retain a portion of its TCO FSS and PEPL FS storage capacity equal to approximately 22% of the Design Demand to perform the system balancing function.
- C. Columbia may utilize operational purchases and sales to ensure that the system is properly balanced. Examples include, but are not limited to, items such as purchases utilizing Operationally Retained Capacity and purchases/sales performed in managing storage inventory levels.
- D. All costs incurred by Columbia in performing system balancing and all revenues received by Columbia for providing system balancing, including operational purchases/sales performed in managing storage inventory levels, shall be recognized in the computation of the CSRR.
- E. Columbia shall utilize the TCO FSS and PEPL FS storage capacity retained to provide system balancing, when not required to provide Non-Temperature balancing service for its CHOICE, SCO and DSS customers, to provide its non-firm Banking and Balancing Service for Transportation Service Customers. All Banking and Balancing Service revenues received by Columbia from Transportation Service Customers from the provision of its non-firm Banking and Balancing Service shall be flowed to CHOICE, SCO and DSS Customers through the CSRR.

18.2 Pipeline Delivery Point Imbalances

As meter operator, Columbia has the responsibility to manage imbalances that occur between all confirmed nominations, at the PSP and system demand, which occurs at the individual points of delivery.

SECTION VII  
PART 19 - METERING SERVICES AND OBLIGATIONS

19.1 Quantity of Gas Delivered

A meter installed by the Company or measuring station installed pursuant to Section VII, Sheet 41 will measure gas. 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. Customers may request an actual meter reading prior to the transfer of the service to the new Retail Natural Gas Supplier or Governmental Aggregator in accordance with Section VII, Part 7 of this tariff.

19.2 Billing Periods

Bills ordinarily are rendered regularly at monthly intervals, but may be rendered more or less frequently at Company's option. Meters are ordinarily read at bimonthly intervals but may be read more or less frequently at Company's option. Monthly volumes billed to participating customers shall be considered actual volumes delivered, whether the meter reading is actual or calculated.

19.3 Determination of Meter Accuracy

A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly. The Company, at its expense, shall replace a meter registering incorrectly.

SECTION VII  
PART 20 - PAYMENTS TO SUPPLIERS

20.1 APPLICABILITY

Applicable to all Retail Natural Gas Suppliers that have entered into a Full Requirements Aggregation Service Agreement to sell gas to customers located on Company's system, all within the parameters established by the Company for its Customer CHOICE<sup>SM</sup> Program and all SCO Suppliers that have been awarded a contract to sell gas to Columbia through the SCO Auction process.

20.2 DETERMINATION OF AMOUNTS OWED

Net payments to Suppliers will be made by the 25<sup>th</sup> of the month, for the prior month's activity. Payments to Suppliers shall be made on a net basis with all charges being owed Columbia, directly or indirectly, being offset against or recouped from amounts owed Suppliers. All amounts billed Suppliers, with the exception of Credit Evaluation Fee(s), will be credited to the CSRR with those amounts being comprised of those costs set forth in Part 20.2(B) below.

(A). PAYMENTS TO SUPPLIERS

- 1) Columbia will pay SCO Suppliers the combination of: (a) commodity gas costs and sales taxes billed to their allocated SCO customers during the prior revenue month; and (b) their pro-rata share of the total DSS commodity dollars billed to DSS customers during the prior revenue month. DSS commodity dollars billed each month shall be computed through the multiplication of quantities identified from monthly billing reports, as generated by Columbia's revenue reporting system, by the applicable SCO rate. The DSS sales volumes billed to customers will be allocated on a pro-rata basis to SCO Suppliers based on each Supplier's number of tranches.
- 2) Columbia will pay CHOICE Suppliers each month based on actual billings to their CHOICE customers during the prior billing month.

(B) SUPPLIER CHARGES

Offsets for computation of payments to Suppliers may include, but are not limited to the following:

- 1) Local Gas Purchase Charge which is a charge equal to the Local Gas Purchase Price multiplied by Local Gas Purchase Requirement.
- 2) Demand Curve Non-Compliance Charge for failure to comply with the daily Demand Curve requirements shall be determined in accordance with those tariff provisions set forth in Section VII, Sheet 16, Page 5 of 5.
- 3) Supply Curve Non-Compliance Charge for failure to comply with the daily Demand Curve requirements shall be determined in accordance with those tariff provisions set forth in Section VII, Sheet 16, Page 5 of 5.

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**PART 20 - PAYMENTS TO SUPPLIERS**

- 4) Related Charges for reimbursement to Columbia for a pro-rata share of all charges Columbia incurs in connection with interstate pipeline transportation of Supplier-Delivered Gas including any gas costs, penalty charges or cash-outs.
- 5) A Credit Evaluation Fee which is a \$50.00 charge for each financial evaluation.
- 6) Late Payment Charge(s) for failure to make payment prior to the next scheduled billing date equal to 1.5% of the unpaid balance.
- 7) All amounts or costs for which Company is or will be responsible if not paid Supplier; including, but not limited to, capacity charges billed by interstate pipeline companies.
- 8) All other amounts owed directly to Columbia by a Supplier, except for gas commodities provided by Columbia through the provision it's balancing and peaking services which shall be paid for by suppliers during the annual reconciliation process.
- 9) All other documented amounts which Columbia is entitled to recoup from a Supplier.
- 10) Gross receipts taxes, or any other applicable taxes, on amounts billed by Columbia to Suppliers.

20.3 DISPUTED BILLS

In the event of a bona fide dispute as to whether Supplier owes money to Company, the process of offset or recoupment of such amounts from Supplier shall be tolled pending a good faith review of the dispute.

Suppliers shall provide a detailed description of the dispute, including disputed amounts, to the Company within five (5) calendar days of receipt of a statement that shows quantities delivered and amounts owed, if any. Company will not provide payment of that portion being disputed until said dispute has been resolved.

**SECTION VII**

**THIS SHEET IS BEING RESERVED FOR FUTURE USE.**

Filed in accordance with Public Utilities Commission of Ohio Order dated January 13, 2010 in Case No. 08-1344-GA-EXM

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**SECTION VII**

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J. W. Partridge Jr., President

SECTION VII  
PART 22 - STANDARDS OF CONDUCT

22.1 Standards of Conduct

In operation of the Company Customer CHOICE<sup>SM</sup> Program, the Company will adhere to the following Standards of Conduct for Marketing Affiliates and Internal Merchant Operations:

- 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 any Retail Natural Gas Supplier or Governmental Aggregator or any Retail Natural Gas Supplier's or Governmental Aggregator's customers preference in matters, rates, information, or charges relating to transportation service including, but not limited to, scheduling, balancing, metering, storage, Backup Service or curtailment policy. For purposes of Company's Customer CHOICE<sup>SM</sup> Program, any ancillary service provided by Company, e.g. billing and envelope service, that is not tariffed will be priced uniformly for all Retail Natural Gas Suppliers or Governmental Aggregators 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 Columbia Gas of Ohio employee, or employee of NiSource performing services for Columbia Gas of Ohio, any information regarding an existing or proposed gas transportation arrangement, which Company receives from the following sources:
  - a) a customer or Retail Natural Gas Supplier or Governmental Aggregator
  - b) a potential customer or Retail Natural Gas Supplier or Governmental Aggregator
  - c) any agent of such customer or potential customer, or
  - d) a Retail Natural Gas Supplier, Governmental Aggregator or other entity seeking to supply gas to a customer or potential customer, unless such customer, agent, or Retail Natural Gas Supplier or Governmental Aggregator authorizes disclosure of such information.
- 6) If a customer requests information about Retail Natural Gas Suppliers, Company should provide a list of all Retail Natural Gas Suppliers operating on its system and currently enrolling Customers, but shall not endorse any Retail Natural Gas Supplier nor indicate that any Retail Natural Gas Supplier will receive a preference.
- 7) To the maximum extent practicable, Company's operating employees and the operating employees of its marketing affiliate must function independently of each other. This includes complete separation of the Company's procurement activities from the affiliated marketing company's procurement activities.

Filed Pursuant to PUCO Entries dated November 22, 2011 in Case No. 08-1344-GA-EXM.

**SECTION VII**  
**PART 22 - STANDARDS OF CONDUCT**

- 8) Company shall not condition or tie its agreements for gas supply or for the release of interstate pipeline capacity to any agreement by a Retail Natural Gas Supplier, customer or other third party in which its marketing affiliate is involved.
- 9) Company and its marketing affiliate shall keep separate books of accounts and records.
- 10) Neither Company nor its marketing affiliate personnel shall communicate to any customer, Retail Natural Gas Supplier or third party the idea that any advantage might accrue for such customer, Retail Natural Gas Supplier or third party in the use of Company's service as a result of that customer's, Retail Natural Gas Supplier's or other third party's dealing with its marketing affiliate.
- 11) Company shall establish a complaint procedure for issues concerning compliance with these standards of conduct. All complaints, whether written or verbal, shall be referred to Columbia's General Counsel or his/her designee. The General Counsel or his/her designee shall orally acknowledge the complaint to the complainant within five (5) working days of receipt. The General Counsel or his/her designee 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 General Counsel or his/her designee 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. The General Counsel or his/her designee shall keep a file with all such complaint statements for a period of not less than three years.
- 12) If Company offers any Retail Natural Gas Supplier or any Retail Natural Gas Supplier's customers a discount or fee waiver for transportation services, balancing, meters or meter installation, storage or any other service offered to Retail Natural Gas Suppliers. Company must, upon request, prospectively offer such discounts or fee waivers to all similarly situated Retail Natural Gas Suppliers or Retail Natural Gas Suppliers' customers under similar terms and conditions.
- 13) Columbia Gas of Ohio's name or logo will not be used in its marketing affiliate's promotional material, unless the promotional material discloses in plain, legible or audible language, on the first page or at the first point where Columbia Gas of Ohio's name or logo appears, that its marketing affiliate is not the same company as Columbia Gas of Ohio. Columbia Gas of Ohio is also prohibited from participating in exclusive joint activities with its marketing affiliate including advertising, marketing, sales calls or joint proposals to any existing or potential customers.

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

**SECTION VII**  
**PART 23 - RECONCILIATION OF CONSUMPTION AND SUPPLIER DELIVERIES**

## 23.1 Annual Reconciliation of Imbalances

- A. Columbia will reconcile imbalances on an annual basis as of March 31<sup>st</sup> for each Supplier, through determination of the difference between the CHOICE Supplier's deliveries for the twelve-month period ended March 31<sup>st</sup> for each of its CHOICE Supplier's Aggregation Pools with the actual consumption of the CHOICE Supplier's Aggregation Pools, including any adjustments applicable to the annual period ended March 31<sup>st</sup> for CHOICE Suppliers. CHOICE Supplier's deliveries shall include all nominations confirmed by an upstream pipeline to Columbia at the appropriate PSP and the Local Gas Purchase Requirement volumes purchased monthly by the Supplier from Columbia, adjusted as applicable by Columbia's System-Wide Retention Factor and Weighted Average BTU Conversion Factor. The consumption of a Supplier's Choice Aggregation Pools shall incorporate an unbilled adjustment.
- B. Effective each April 1st, Columbia will reconcile imbalances on an annual basis as of March 31<sup>st</sup> for each SCO Supplier, through determination of the difference between the SCO Supplier's deliveries for the twelve-month period ended March 31<sup>st</sup> and the actual consumption of the SCO Supplier's allocated customers, including any adjustments applicable to the annual period ended March 31<sup>st</sup>, plus the allocated DSS Customer consumption per Tranche for the twelve-month period ending March 31<sup>st</sup> multiplied by the number of Tranches for which the SCO Supplier is responsible for providing natural gas supplies to Columbia. The SCO consumption shall reflect billed volumes. SCO Supplier's deliveries shall include all nominations confirmed by an upstream pipeline to Columbia at the appropriate PSP and the Local Gas Purchase Requirement volumes purchased monthly by the Supplier from Columbia, adjusted as applicable by Columbia's System-Wide Retention Factor and Weighted Average BTU Conversion Factor. SCO Suppliers that are also CHOICE Suppliers will be reconciled on a combined basis in accordance with the formulas set forth in Parts 23.1A and 23.1B above.
- C. The cash-out price per Dth shall be equal to the TCO Monthly Index adjusted for TCO SST retainage, the TCO SST Commodity charge, FSS retainage and the FSS Injection charge. For any month that the TCO Monthly Index price is not available for the first day, the price for the most recent preceding month will be used. The formula is as follows:
- $$\text{Monthly Price per Dth} = \{ \text{TCO Monthly Index Price} / (1 - \text{TCO SST retainage rate}) + \text{TCO SST commodity charge} \} / (1 - \text{TCO FSS retainage rate}) + \text{TCO FSS injection charge}$$
- D. Imbalances will be eliminated through payment from Columbia to Suppliers for excess deliveries and through payment from Suppliers to Columbia for under-deliveries. The payment shall be determined by multiplying the imbalance calculated pursuant to Paragraph 23.1.A. by the cash-out price pursuant to Paragraph 23.1.B. If a Supplier is both an SCO Supplier and a CHOICE Supplier, the Supplier must elect the same Cash out option for both programs.
- E. The Supplier must elect one of two options.
1. Option 1. Cash out = Annual imbalance \* (Sum of Monthly Price per Dth For 12-Months/12)
  2. Option 2. Cash out = Twelve month sum of the products Monthly imbalance \* Monthly Price per Dth.
- F. If the Supplier must pay Columbia as a result of the calculation in Paragraph 23.1.C, then the payment shall be increased by a factor equal to (1 + Gross Receipts Tax Rate).

Filed in accordance with Public Utilities Commission of Ohio Entry dated January 9, 2013 in Case 12-2637-GA-EXM.

**SECTION VII**  
**PART 24 - DEFAULT, SUSPENSION AND TERMINATION OF A RETAIL NATURAL GAS SUPPLIER**

24.1 Default

A Retail Natural Gas Supplier is in default of its obligations under Columbia's Customer CHOICE<sup>SM</sup> Program if any of the following occur:

- a) The failure, potential failure or anticipated failure of the Retail Natural Gas Supplier, to deliver volumes of gas to the Company in accordance with the Company's tariff or related agreements.
- b) Failure to pay Company amounts due under the Company's tariff.
- c) The failure to maintain Requirements for Program Participation, including the provision of financial security instruments, pursuant to the Company's tariff at the time of determination.
- d) Retail Natural Gas Supplier's voluntary filing of a bankruptcy petition, or the filing of involuntary bankruptcy petition by the Supplier's creditors.
- e) A Retail Natural Gas Supplier's violation of the Code of Conduct provisions of the Company's tariff.
- f) A reasonable determination, after investigation, that the Retail Natural Gas Supplier is not operating under the Company's tariff in an ethical or legal manner. Such determination may be made based on a customer complaint; the Company's own investigation; or a Retail Natural Gas Supplier's admission.
- g) To the extent not specifically identified above, the failure of the Supplier to perform any of the obligations imposed under the Company's tariff.

24.2 Notice of Suspension or Termination

In the event of default of the certified Retail Natural Gas Supplier, as defined in Section 24.1 herein, the Company may serve a written notice of such default in reasonable detail and with a proposed remedy on the Retail Natural Gas Supplier and the Commission. On or after the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Retail Natural Gas Supplier from participation in the Company's Customer Choice Program. Except for default due to under-delivery or non-delivery by the Retail Natural Gas Supplier, the Company may terminate or suspend the Retail Natural Gas Supplier on the eleventh (11<sup>th</sup>) business day, if the Commission or its attorney examiner has not issued an entry to suspend or reject the action proposed. If default is due to under-delivery or non-delivery and, if the Commission or its attorney examiner has not issued within five business days after receipt of the request, the Company may terminate or suspend the Retail Natural Gas Supplier on the sixth (6<sup>th</sup>) business day. Except as otherwise specified in this paragraph, the Commission must authorize all terminations or suspensions of certified Retail Natural Gas Suppliers from the Company's program.

The Company will send notices pursuant to this section, by email, fax, over-night mail, or hand delivery to the Commission and Staff at the Commission's offices. The Company will notify all Commissioners, the chief of Staff, the director of the consumer services department, the director of the utilities department, the director of the legal

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

SECTION VII

PART 24 - DEFAULT, SUSPENSION AND TERMINATION OF A RETAIL NATURAL GAS SUPPLIER

department and the chief of the attorney general's public utilities section. The Company shall also send the notice to the address and fax number provided by the Retail Natural Gas Supplier in the Supplier's Aggregation Service Agreement. In the event of default of a Retail Natural Gas Supplier participating in the Company's Customer CHOICE<sup>SM</sup> Program that has not been certified by the Commission, where the Company may suspend or terminate the Retail Natural Gas Supplier from the Company's Customer CHOICE<sup>SM</sup> Program, the Company shall first notify the Retail Natural Gas Supplier of the alleged violations that merit suspension or termination. Such notice shall be in writing, contain reasonable detail and shall be sent to the Retail Natural Gas Supplier at the fax number listed in the Retail Natural Gas Supplier's Aggregation Agreement five business days prior to the suspension or termination. If, within five business days after the service of the previously mentioned notice, the Retail Natural Gas Supplier remedies or removes the cause or causes stated in the notice, the Retail Natural Gas Supplier Aggregation Agreement will continue in full force and effect. If the Retail Natural Gas Supplier does not remedy or remove the cause or causes within five business days, then at the option of the Company, the Retail Natural Gas Supplier's Aggregation Agreement may terminate at the expiration of said five-day period.

If the Retail Natural Gas Supplier is terminated from the Company's Customer CHOICE<sup>SM</sup> Program, Customers shall revert to Company's sales service, unless and until said Customers join another Retail Natural Gas Supplier's or Governmental Aggregator's Aggregation Pool. Any termination or cancellation of the Retail Natural Gas Supplier's Aggregation Agreement, pursuant to any provision of this tariff, shall be without waiver of any remedy, whether at law or in equity, to which the party not in default otherwise may be entitled for breach of contract.

24.3 Suspension

In addition to the possible reasons for suspension stated in Section VII, Part 24.1, a Retail Natural Gas Supplier may be suspended from participation in the Company's Customer CHOICE<sup>SM</sup> Program for any of the following reasons:

- a) the Retail Natural Gas Supplier's credit exposure exceeds its approved unsecured credit limit and financial security instrument by more than 5%, and the Retail Natural Gas Supplier has failed to comply with the Company's request for adequate security or adequate assurance of payment within five (5) business days of the Company's request;
- b) absent a demonstration of separate structure, the Retail Natural Gas Supplier or Retail Natural Gas Supplier's parent corporation has filed a voluntary petition in bankruptcy, has had an involuntary petition in bankruptcy filed against it, is insolvent, has had a receiver, liquidator or trustee appointed to take charge of its affairs, the Retail Natural Gas Supplier or the Retail Natural Gas Supplier's parent corporation's liabilities exceed its assets, or the Retail Natural Gas Supplier or Retail Natural Gas Supplier's parent corporation is otherwise unable to pay its debts as they become due.

24.4 Effect of Suspension

In the event of suspension, the Retail Natural Gas Supplier shall not be permitted to enroll any new End-use Customers in the Company's Customer CHOICE<sup>SM</sup> Program. During the period of suspension, the Retail Natural Gas Supplier shall continue to serve its existing End-use customers.

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**SECTION VII**  
**PART 24 - DEFAULT, SUSPENSION AND TERMINATION OF A RETAIL NATURAL GAS SUPPLIER**

24.5 Effect of Termination on Retail Natural Gas Supplier's End-Use Customers

In the event of termination, the Retail Natural Gas Supplier's End-Use customers (other than Cooperatives) shall be returned to the Company's natural gas commodity service and pay the applicable Standard CHOICE Offer Rider rate while taking such service. The Retail Natural Gas Supplier shall not be permitted to enroll any new End-Use customers in the Company's Customer CHOICE<sup>SM</sup> Program unless it re-registers in the Company's Customer CHOICE<sup>SM</sup> Program. If necessary, due to revocation or suspension of Commission certification, the Retail Natural Gas Supplier must request re-certification from the Commission and provide proof of certification to the Company.

24.6 Effect of Termination of a Cooperative's Retail Natural Gas Supplier

If the Cooperative's Retail Natural Gas Supplier is terminated from the Company's Full Requirements Cooperative Transportation Service Program, Columbia will provide gas for resale to the Cooperative 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 Cooperative shall be charged its pro rata share of such charges.

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Issued By  
J. W. Partridge Jr., President

**SECTION VII**

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

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:

- 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; 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 Section 4901:1-17 of the Ohio Administrative Code, where the customer has previously participated in the Customer CHOICE<sup>SM</sup> 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

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 Delivery Charge – Full Requirements Small General Transportation Service

Availability

Available to all 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 31<sup>st</sup>.

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

	<u>On and After</u>
	<u>December 3, 2009</u>
All gas consumed per account per month	\$0.0000 per Mcf
Monthly Delivery Charge	\$16.75 per Month

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Full Requirements Small General 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.

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.

25.6 Low Usage, Low Income Incentive

Availability

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

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated November 28, 2018 in Case No. 17-2202-GA-ALT

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November 29, 2018

Issued By  
Daniel A. Creekmur, President

Columbia Gas of Ohio, Inc.

SECTION VII

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

25.7 Delivery Charge – Full Requirements Small General Schools Transportation Service

Availability

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

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

On and After  
December 3, 2009

Monthly Delivery Charge                      \$15.91 per Month

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Full Requirements Small General Schools Transportation Service base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries.

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

25.8 Billing Adjustments

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

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

25.9 Late Payment Charge

Upon next scheduled billing date, an additional amount of 1.5% of the unpaid balance on the subsequent bill will become due and payable as part of the Customer’s total obligation. This provision is not applicable to unpaid account balances of Customers enrolled in payment plans pursuant to Section 4901:1-18-04 of the Ohio Administrative Code.

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Daniel A. Creekmur, President

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:

$$\text{Local Gas Purchase Requirement} = (\text{Suppliers Demand Curve requirement} * \text{Local Gas Adjustment Percentage}) / (1 - \text{Local Gas Adjustment Percentage})$$

- 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.

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J. W. Partridge Jr., President

**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.

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J. W. Partridge Jr., President

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.
- 1 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.

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J. W. Partridge Jr., President

Effective: April 1, 2012

**SECTION VII**

**PART 27 - FULL REQUIREMENTS GENERAL TRANSPORTATION SERVICE (FRGTS)**

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 Section 4901:1-17 of the Ohio Administrative Code, where the customer has previously participated in the Customer CHOICE<sup>SM</sup> 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.

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

27.5 Full Requirements General Transportation Service Delivery Charge  
Rates:

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

- 1) First 25 Mcf per account per month \$1.6161 per Mcf
- 2) Next 75 Mcf per account per month \$1.2227 per Mcf
- 3) Over 100 Mcf per account per month \$0.9712 per Mcf
- 4) A Customer charge of \$21.16 per account per month, regardless of gas consumed.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Full Requirements General Transportation Service (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.

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 Schools Transportation Service

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<sup>st</sup>.

Columbia Gas of Ohio, Inc.

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SECTION VII

**PART 27 - FULL REQUIREMENTS GENERAL TRANSPORTATION SERVICE (FRGTS)**

27.8 Full Requirements General Schools Transportation Service Delivery Charge

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

- 1) First 25 Mcf per account per month \$1.5353 per Mcf
- 2) Next 75 Mcf per account per month \$1.1616 per Mcf
- 3) Over 100 Mcf per account per month \$0.9227 per Mcf
- 4) A Customer charge of \$20.10 per account per month, regardless of gas consumed.

The maximum delivery charge for all deliveries by Company to Customer of Customer-owned gas under this provision will be equal to the Full Requirements General Schools Transportation Service base rate then in effect. When a Customer can demonstrate to the Company and requests that a charge lower than the maximum delivery charge is necessary because of competition from a pipeline, distribution system or non natural gas fuel source, then the Company may charge a rate lower than the maximum delivery charge for all deliveries.

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

27.9 Billing Adjustments

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

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

27.10 Late Payment Charge

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

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

SECTION VII

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

28.1 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. In addition, at least 50% of Customer's annual consumption must be consumed in the seven billing months of April through October;
- e) Company, may at its option, waive the requirement that 50% of the annual consumption occur during the seven months of April through October where such waiver is necessary in order to serve a load which would not otherwise be served by Company, provided that at least 30% of Customer's annual consumption occurs during the months of April through October;
- f) 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,
- g) The Customer makes a security deposit with Company for Company's service and delivery charges, in an amount determined in accordance Section 4901:1-17 of the with Ohio Administrative Code, where the customer has previously participated in the Customer CHOICE<sup>SM</sup> Program and has been terminated from participation in the program for non-payment, and Company issues a bill for its service and delivery charges or Company issues the total bill for such Customer's Retail Natural Gas Supplier.

Filed in accordance with Public Utilities Commission of Ohio Order dated January 13, 2010 in Case No. 08-1344-GA-EXM

Issued: January 15, 2010

Effective: With bills rendered on or after  
April 1, 2010

Issued By  
J. W. Partridge Jr., President

## SECTION VII

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

## 28.3 Transfer of Service

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

## 28.4 Character of Service

Service provided under this schedule shall be considered firm service.

## 28.5 Delivery Service

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

1) First 2,000 Mcf per account per month	\$0.3865 per Mcf
2) Next 13,000 Mcf per account per month	\$0.2370 per Mcf
3) Next 85,000 Mcf per account per month	\$0.2068 per Mcf
4) Over 100,000 Mcf per account per month	\$0.1635 per Mcf

## 28.6 A 'Customer Charge' of \$559.53.00 per Account per month, regardless of gas consumed.

## 28.7 Flexible Delivery Charge

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

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

## 28.8 Billing Adjustments

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

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

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated November 28, 2018 in Case Nos. 17-2202-GA-ALT.

Issued: November 26, 2019

Effective: With bills rendered on or after  
November 27, 2019

Issued By  
Daniel A. Creekmur, President

**SECTION VII**

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

28.9 Late Payment Charge

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

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

SECTION VII  
PART 29 - BILLING ADJUSTMENTS

INTERIM, EMERGENCY AND TEMPORARY  
PIP PLAN TARIFF SCHEDULE RIDER

29.1 Applicability

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

29.2 Rate

All gas consumed per account per month                      \$0.0633 per Mcf

29.3 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 Commission in the docket those rates were approved or the Supreme Court of Ohio.

Filed in accordance with Public Utilities Commission of Ohio Entry dated December 2, 1993 in Case Nos. 88-1115-GA-PIP, et al.

Issued: May 26, 2021

Effective: With meter readings  
on or after May 28, 2021

Issued By  
Vincent A. Parisi, President

SECTION VII  
PART 29 - BILLING ADJUSTMENTS

RIDER IRP –  
INFRASTRUCTURE REPLACEMENT PROGRAM RIDER

29.3 APPLICABILITY

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

29.4 DESCRIPTION

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

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

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

29.5 RATE

Rate FRSGTS, Full Requirements Small General Transportation Service	\$11.98/Month
Rate FRGTS Full Requirements General Transportation Service	\$108.18/Month
Rate FRLGTS, Full Requirements Large General Transportation Service	\$3,440.13/Month

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 Commission in the docket those rates were approved or the Supreme Court of Ohio.

Filed in accordance with Public Utilities Commission of Ohio Finding and Order issued April 21, 2021 in Case No. 20-1712-GA-RDR.

Issued: April 28, 2021

Effective: With meter readings on or after  
April 29, 2021

Issued By  
Vincent A. Parisi, President

**SECTION VII**  
**PART 29 - BILLING ADJUSTMENTS**

DEMAND SIDE MANAGEMENT RIDER

**29.6 APPLICABILITY**

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

**29.7 DESCRIPTION**

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

**29.8 RATE**

All gas consumed per account per month                      0.2086/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 Commission in the docket those rates were approved or the Supreme Court of Ohio.

Filed in accordance with Public Utilities Commission of Ohio Finding and Order issued on April 21, 2021 in Case No.20-1712-GA-RDR.

Issued: April 28, 2021

Effective: With meter readings on or after  
April 29, 2021

Issued By  
Vincent A. Parisi, President

SECTION VII  
PART 29 - BILLING ADJUSTMENTS

GROSS RECEIPTS TAX RIDER

29.9 APPLICABILITY

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

29.10 RATE

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

**SECTION VII  
PART 29 - BILLING ADJUSTMENTS**

**HELD FOR FUTURE USE**

Filed in accordance with Public Utilities Commission of Ohio Entries dated July 6, 1989 in Case No. 89-500-AU-TRF and June 4, 2008 in Case Nos. 07-478-GA-UNC and 07-237-GA-AAM.

Issued: June 30, 2008

Effective: With bills rendered on and after: June 30, 2008

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

SECTION VII  
PART 29 - BILLING ADJUSTMENTS

EXCISE TAX RIDER

29.11 Applicability

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

29.12 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

29.13 Applicability

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

29.14 Rates

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

**SECTION VII  
PART 29 - BILLING ADJUSTMENTS  
THIS SHEET IS BEING HELD FOR FUTURE USE**

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated November 28, 2018 in Case No. 17-2202-GA-ALT.

Issued: November 26, 2019

Effective: With bills rendered on or after  
November 27, 2019

Issued By  
Daniel A. Creekmur, President

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 and FRLGTS.

**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 Commission in the docket those rates were approved or by the Supreme Court of Ohio.

**CEP RIDER RATE**

Rate FRSGTS, Full Requirements Small General Transportation Service	\$5.91/Month
Rate FRGTS, Full Requirements General Transportation Service	\$41.45/Month
Rate FRLGTS, Full Requirements Large General Transportation Service	\$1,005.05/Month

Filed in accordance with Public Utilities Commission of Ohio Opinion and Order dated August 11, 2021 in Case No. 21-0023-GA-RDR

Issued: August 23, 2021

Effective: With bills rendered on or after  
August 27, 2021

Issued By  
Vincent A. Parisi, President

**SECTION VII**  
**PART 29 - BILLING ADJUSTMENTS**

UNCOLLECTIBLE EXPENSE RIDER

29.18 Applicability

To all customers served under rate schedules FRSGTS and FRGTS.

29.19 UNCOLLECTIBLE EXPENSE RIDER

A charge of \$0.0724 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.

29.20 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 Commission in the docket those rates were approved or the Supreme Court of Ohio.

Filed in accordance with Public Utilities Commission of Ohio Finding and Order dated May 5, 2021 in Case No. 21-0321-GA-UEx.

Issued: May 26, 2021

Effective: With meter readings on or after May 28, 2021

Issued By  
Vincent A. Parisi, President

SECTION VII  
PART 29 - BILLING ADJUSTMENTS

CHOICE/SCO RECONCILIATION RIDER (“CSRR”)

**29.23 APPLICABILITY**

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

**29.24 DESCRIPTION**

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

**29.25 RATE**

All gas consumed per account per month \$0.1466/Mcf

Filed in accordance with Public Utilities Commission of Ohio Entry dated January 9, 2013 in Case No.12-2637-GA-EXM.

Issued: December 29, 2021

Effective: With meter readings on or after  
December 30, 2021

Issued By  
Vincent A. Parisi, President

SECTION VII  
PART 29 – BILLING ADJUSTMENTS

**INFRASTRUCTURE DEVELOPMENT RIDER (“IDR”)**

**APPLICABILITY**

To all customers billed by Columbia under rate schedules FRSGTS, FRGTS, FTLGTS 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 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 Commission in the docket those rates were approved or the Supreme Court of Ohio.

**RATE RIDER:**

A monthly charge of \$0.27 per account, per month shall be applied to all customers.

SECTION VII  
PART 30 - ANCILLARY SERVICE RATES

NON-TEMPERATURE BALANCING SERVICE

30.1 Applicability

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

30.2 Rate

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

Filed in accordance with Public Utilities Commission of Ohio Entry dated January 9, 2013 in Case 12-2637-GA-EXM.

Issued: January 17, 2013

Effective: April 1, 2013

Issued By  
J. W. Partridge Jr., President

SECTION VII  
PART 30 - ANCILLARY SERVICE RATES

FULL BALANCING SERVICE

31.1 Applicability

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

31.2 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.

31.3 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  
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 Company's Customer CHOICE<sup>SM</sup> Program must execute a Customer Information Agreement, and must be certified by the Commission. Updates to Eligible Customer Lists are limited to three updates within a twelve (12) month period following receipt of initial Eligible Customer List.

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 Pursuant to PUCO Entry dated November 22, 2011 in Case No. 08-1344-GA-EXM.

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 on-going operation of their Aggregation Pools. Retail Natural Gas Suppliers and Governmental Aggregators must be approved by the Company for participation in the Company's Customer CHOICE<sup>SM</sup> Program.

33.3 Content

33.4 Rates:

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

Filed Pursuant to PUCO Entry dated November 22, 2011 in Case No. 08-1344-GA-EXM.

Issued: December 30, 2011

Effective: April 1, 2012

Issued By  
J. W. Partridge Jr., President

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 Company's Customer CHOICE<sup>SM</sup> 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 Company's Customer CHOICE<sup>SM</sup> 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 Company's Customer CHOICE<sup>SM</sup> 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

Filed Pursuant to PUCO Entries dated November 22, 2011 in Case No. 08-1344-GA-EXM.

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 Company's Customer CHOICE<sup>SM</sup> 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 Company's Customer CHOICE<sup>SM</sup> 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.

Filed Pursuant to PUCO Entries dated November 22, 2011 in Case No. 08-1344-GA-EXM.

Issued: December 30, 2011

Effective: April 1, 2012

Issued By  
J. W. Partridge Jr., President

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 Company's Customer CHOICE<sup>SM</sup> 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 Company's Customer CHOICE<sup>SM</sup> Program may receive from the Company, at the Company's option, technical support and assistance at a rate of \$70.00 per hour. The Company is under no obligation to provide technical support and assistance, with the exception of the services described in the Section 30.23 of this tariff. Such support and assistance for which the charge applies is categorized in three general areas:

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

Filed Pursuant to PUCO Entries dated November 22, 2011 in Case No. 08-1344-GA-EXM.

SECTION VII  
PART 40 - MISCELLANEOUS

40.1 Force Majeure

Neither Company nor any provider of Columbia Customer CHOICE<sup>SM</sup> 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 CHOICE<sup>SM</sup> 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 CHOICE<sup>SM</sup> Program and/or SCO services from its obligations to make payments of amounts due hereunder.

40.2 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.

SECTION VII

PART 41 – FULL REQUIREMENTS COOPERATIVE TRANSPORTATION SERVICE (FRCTS)

41.1 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 Columbia's CHOICE Program® whether or not the RNGS is a Cooperative.

41.2 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";
- c) 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 receipt points 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.

## SECTION VII

## PART 41 – 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;
- i) 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 are 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.

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

Issued: January 23, 2007

Effective: January 23, 2007

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

SECTION VII  
PART 41 – FULL REQUIREMENTS COOPERATIVE TRANSPORTATION SERVICE (FRCTS)

41.3 Character of Service

Service provided under this tariff is a firm service.

41.4 Delivery Charge

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

- 1) First 25 Mcf per account per month \$0.9496 per Mcf
- 2) Over 25 Mcf per account per month \$0.8777 per Mcf

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

41.5 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

41.6 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.

Filed Pursuant to PUCO Entries dated

Issued:

Effective:

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

SECTION VIII – GAS SUPPLY AUCTION FOR STANDARD CHOICE OFFER  
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Issued By  
J. W. Partridge Jr., President

**Columbia Gas of Ohio, Inc.**

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**SECTION VIII  
PART 2 – DEFINITION OF TERMS**

2.1 Refer to Section VII, Part 2, Definitions of Terms.

Filed in accordance with Public Utilities Commission of Ohio Order dated January 13, 2010 in Case No. 08-1344-GA-EXM

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J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

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**SECTION VIII**  
**PART 3 – SCO AUCTION PROCESS**

3.1 SCO AUCTION

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

3.2 AUCTION BID VOLUME

- 1) The forecasted SCO supply requirements to be auctioned will be divided as equally as is practical into the maximum number of Tranches offered Suppliers (“Tranches”). The number and approximate size of a Tranche will be calculated by Columbia and provided to potential bidders, prior to the SCO Auction. The actual number, and size, of the tranches used in an auction may vary from year to year.
- 2) A maximum of four Tranches may be bid on and awarded to any individual bidder. The four Tranche limit also applies to groups of affiliated bidders and/or bidders where one bidder has an interest equal to or greater than 10% in another bidders. The maximum number of Tranches a Supplier may bid upon may vary from year-to-year dependent upon the number of Tranches to be offered suppliers. Columbia shall notify potential bidders, prior to the SCO Auction of any change to the maximum number of Tranches that may be bid upon.

3.3 AUCTION BID PRICE

- 1) Bidding in the SCO Auction will be for the Retail Price Adjustment, which will be fixed for the entire SCO Program Year.
- 2) The Retail Price Adjustment will be added to the final settlement price of the NYMEX natural gas futures contract each month (“NYMEX Price”) during the SCO Program Year to determine the monthly SCO Price per Mcf that will be converted to the rate per Ccf billed to SCO Customers for gas delivered by SCO Supplier to allocated Customers and billed by Columbia to the DSS Customers.

3.4 AUCTION METHODOLOGY

- 1) Columbia will utilize an independent auctioneer to conduct a descending clock auction.
- 2) The descending clock auction will proceed in a series of rounds during a single day.
- 3) At the beginning of each round, the auctioneer will announce the offered Retail Price Adjustment. Based upon that offered price, each bidder will bid the number of Tranches that it is willing and able to supply at that price.
- 4) Assuming that the number of Tranches initially bid is in excess of sixteen, a second round will be initiated with a lower offered price. The offered price will decline from one round to the next, in decrements no smaller than five cents.

Filed in accordance with Public Utilities Commission of Ohio Entry dated January 9, 2013 in Case 12-2637-GA-EXM.

Columbia Gas of Ohio, Inc.

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**SECTION VIII**  
**PART 3 – SCO AUCTION PROCESS**

- 5) In each round, a bidder can either bid the same number or fewer Tranches than it bid in the preceding round.
- 6) The SCO Auction will end when the number of Tranches bid at an offered price equals the maximum number offered by Columbia. However, if the number of Tranches bid in a round is less than the maximum number offered by Columbia, then the auctioneer will revert back to the price of the previous round and begin the next round by reducing the price of that previous round by one cent, and will continue additional rounds using decrements of one cent until the number of Tranches bid equals the maximum number offered by Columbia. If in this process, the number of Tranches bid once again drops to less than the maximum number of Tranches offered, then the immediately prior round shall be considered the final round. In such event, because the final round will have more than the maximum number of Tranches offered by Columbia bid, the size of each Tranche will be proportionally lower as the number of customers assigned each Tranche shall be reduced accordingly. The actual number, and size, of the tranches used in an auction may vary from year to year.
- 7) In the event unforeseen circumstances occur during the SCO Auction that call for a modification to the process, Columbia may confer with the Commission Staff in attendance, and upon agreement, make such changes as may be deemed necessary.

3.5 COMMISSION APPROVAL

- 1) Immediately following the SCO Auction, the winning Retail Price Adjustment and the names of the winning bidders will be filed with the Commission for its approval.
- 2) Winning bidders shall execute an SCO Supplier Agreement within one week following the approval of the SCO results by the Commission.

3.6 BIDDER CONFIDENTIALITY

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

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J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

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SECTION VIII  
PART 4 – SCO SUPPLIER QUALIFICATIONS

4.1 QUALIFICATION REQUIREMENTS FOR SCO AUCTION PARTICIPANTS

- 1) Potential bidders in the SCO Auction will demonstrate that they have the resources and the requisite intent to perform pursuant to an SCO Supplier Agreement. Prior to the SCO Auction prospective bidders must:
  - A) Provide company information, contacts, and other pertinent identification and communication information as required by Columbia;
  - B) Agree to execute an SCO Supplier Agreement;
  - C) Be CRNGS certified and maintain that certification during the period in which the SCO Supplier serves in that capacity;
  - D) Successfully complete training as specified by Columbia no later than two weeks prior to initial flow of gas as an SCO Supplier;
  - E) Agree to comply with all SCO Auction program rules and requirements as reflected in the Program Outline, SCO Supplier Agreement, Columbia's tariff, and applicable Commission orders;
  - F) Meet SCO Supplier credit requirements;
  - G) Meet key deadlines for participation such as timely submission of application and supporting documents, and the signing of contracts;
  - H) Designate the number of Tranches on which the potential SCO Supplier would like to be able to bid;
  - I) Acknowledge the receipt of SCO Auction rules and procedures and agree to be bound by those rules and procedures;
  - J) Acknowledge receipt of forecasted SCO customer supply requirement data;
  - K) Participate in preparatory and informational meetings directed toward potential bidders;
  - L) Acknowledge the receipt from Columbia of the confidential notice setting forth the maximum number of Tranches on which the bidder is qualified to bid; and,
  - M) Execute a confidentiality agreement providing Columbia access to financial information for creditworthiness evaluation and to require non-disclosure of the confidential notice described in 4.1.1.I of this Tariff.

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J. W. Partridge Jr., President

**Columbia Gas of Ohio, Inc.**

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

**SECTION VIII  
PART 4 – SCO SUPPLIER QUALIFICATIONS**

- 2) Potential bidders in the SCO Auction must certify:
  - A) That bidder will maintain the confidentiality of their bidding strategy and will not retain any bidding advisors or consultants providing similar service to another bidder; and,
  - B) Whether bidder will bid on a stand alone basis or will be part of a bidding partnership, joint venture, or other arrangement related to the SCO Auction, and whether or not they have a 10% or greater interest in another registered bidder.

4.2 SANCTIONS

- 1) Sanctions may be imposed on a bidder for failing to abide by any of the preceding certification requirements. Such sanctions may include, but are not limited to the following:
  - A) The loss of any rights to bidder awarded in the SCO Auction.
  - B) Immediate termination of any other arrangements with Columbia.
  - C) Forfeiture of any monies owed to the bidder by Columbia.
  - D) Liability for Columbia's attorneys fees and court costs incurred in any litigation that arises from failure to abide by the certifications.
  - E) Being subject to any other legal actions, including prosecution, as Columbia in its sole discretion deems appropriate under the circumstances.

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J. W. Partridge Jr., President

SECTION VIII  
PART 5 – TIMING OF SCO AUCTIONS

5.1 TIMING OF AUCTIONS

- 1) An SCO Auction will be conducted in the months of January or February on an annual basis.
- 2) For customer billing purposes, the SCO Program Year will begin with the April billing cycle of the respective SCO Program Year at which time the prior SCO Program Year Retail Price Adjustment will be replaced by the current SCO Program Year Retail Price Adjustment. For billing purposes the SCO Program Year will end with the March billing cycle for the respective Program Year.
- 3) The SCO Suppliers' obligation to deliver gas supplies for the SCO Program Year will commence April 1 and end on March 31 for each respective Program Year.
- 4) Upon completion of the SCO Auction, the results of the SCO Auction, including the winning bid price, will be filed with the Commission for approval.
- 5) If the Commission does not approve the results of an SCO Auction, then Columbia will request direction from the Commission as to whether and when to conduct a follow up SCO Auction for the SCO Period or other action should take place, taking into account important factors such as the need to begin storage injections in April of each year.
- 6) If the Commission decides that a follow up SCO Auction should not be held, Columbia will provide GCR sales service or other default commodity sales service, and will effectuate all other changes approved by the Commission pursuant to Columbia's Application.

Columbia Gas of Ohio, Inc.

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**SECTION VIII**  
**PART 6 – SCO SUPPLIER SECURITY REQUIREMENTS**

6.1 INITIAL CREDITWORTHINESS EVALUATION

- 1) Each potential bidder in the SCO Auction must be pre-qualified for the number of Tranches on which it would like to be able to bid, up to a maximum of four Tranches or the number of tranches as determined by Columbia.
- 2) Potential SCO Suppliers must complete and sign the Company's Retail Natural Gas Supplier Registration form to be considered for participation in the Company's SCO Program and must pay the Company a fee of \$50.00 for each credit evaluation that Columbia performs. Along with the Retail Natural Gas Supplier Registration form, potential SCO Suppliers must provide two executed Confidentiality Agreements in the form provided by the Company.
- 3) Pre-qualification shall include a creditworthiness evaluation and bidders must meet Columbia's creditworthiness/security requirements in advance of participation in the SCO Auction.
- 4) Bidders will have their creditworthiness assessed against exposures that include 150% of the Tranches that they express the intent to bid on to allow for sufficient credit to enable an SCO Supplier to accept an increase in its Tranche volumes, in the event of an SCO or CHOICE Supplier default, up to a level equal to 150% of the initial forecasted annual delivery requirements for the SCO Period of the Tranches won by the SCO Supplier.
- 5) Final creditworthiness requirements shall be communicated to potential bidders at the time that initial information packages for SCO Auction participation are sent to potential bidders..

6.2 DETERMINATION OF CREDITWORTHINES

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

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

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

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J. W. Partridge Jr., President

**SECTION VIII**  
**PART 6 – SCO SUPPLIER SECURITY REQUIREMENTS**

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

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

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

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

6.3 NOTICE FILING AND DETERMINATION OF SECURITY REQUIREMENT

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

6.4 FINANCIAL SECURITY FOR DEFAULT EXPENSES

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

Filed in accordance with Public Utilities Commission of Ohio Entry dated January 9, 2013 in Case 12-2637-GA-EXM.

Columbia Gas of Ohio, Inc.

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**SECTION VIII**  
**PART 6 – SCO SUPPLIER SECURITY REQUIREMENTS**

6.5 FINANCIAL ASSURANCE FROM COLUMBIA

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

6.6 ON-GOING CREDITWORTHINESS EVALUATION

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

6.7 RIGHT TO PROCEEDS

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

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

6.8 FINANCIAL SECURITY FOR SCO SUPPLIERS

- 1) In addition to those creditworthiness/security requirements addressed above, upon the awarding of Tranches following the approval by the Commission of the SCO auction results, each SCO Supplier shall provide the Company by March 1<sup>st</sup> of each year with a mutually agreeable irrevocable Letter of Credit in the amount of fifty cents per Mcf (\$0.50/Mcf) multiplied by the initial estimated annual delivery requirements for the SCO Period of the Tranches won by that SCO Supplier.
- 2) This financial security shall be held and administered by the Company exclusively for the benefit of the other SCO Suppliers who receive an allocation of additional delivery requirements as a result of a default of the SCO Supplier that provided that security to the extent funds for distribution are received by the Company.
- 3) In the event of an SCO Supplier default, the Company shall distribute to other SCO Suppliers the proceeds of the security that the Company holds for the defaulting SCO Supplier to the extent the Company receives funds for distribution. This distribution of the proceeds of the defaulting SCO Supplier's security shall be allocated on a pro rata basis to other SCO Suppliers in proportion to the amount of delivery requirements each SCO Supplier receives in the process set forth in Part 7 of Section

Filed in accordance with Public Utilities Commission of Ohio Entry dated January 9, 2013 in Case 12-2637-GA-EXM.

**Columbia Gas of Ohio, Inc.**

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

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J. W. Partridge Jr., President

**SECTION VIII**  
**PART 7 – SUPPLIER DEFAULT**

7.1 REPLACING THE SUPPLY OBLIGATIONS OF A DEFAULTING SUPPLIER

In the event that an SCO Supplier or a CHOICE Supplier defaults on its obligations as set forth in this Tariff and/or associated contractual agreements, Columbia will implement the following procedure to assure that gas supplies, that are required to serve customers in a reliable manner continue to be delivered.

- 1) When a Supplier defaults, Columbia will notify the defaulting Supplier of the occurrence of the default and will identify the remedies available to cure the default. A default must be cured within five (5) days of such notice.
- 2) In the event that a defaulting Supplier fails to cure the default, the Supplier will be terminated from further participation in the CHOICE and SCO programs.
- 3) If the default is not cured by the defaulting Supplier, Columbia will recall a defaulting Supplier's assigned capacity and acquire gas supply as needed to serve the supply requirements formerly served by the defaulting Supplier.
- 4) If the defaulting Supplier is a CHOICE Supplier, the affected CHOICE customers will be charged their CHOICE contracted rate for the billing cycle in which the CHOICE Supplier's termination from the CHOICE program occurs and they will pay the SCO rate in the subsequent billing cycles. If the customer of a defaulting CHOICE Supplier chooses another CHOICE Supplier from which to purchase gas, that request will be processed within the standard timing of the CHOICE program and the customer will be placed under that CHOICE Supplier's rate accordingly.
- 5) CHOICE, SCO and DSS supply requirements that are un-served as a result of a Supplier default will be allocated to the remaining SCO Suppliers, as part of the monthly development of Demand Curves, in the next available monthly cycle using the allocation process described below.
  - A) Following a CHOICE/SCO Supplier default, non-defaulting SCO Suppliers will receive their pro rata share of the unserved SCO customers by random assignment, by PSP, based on the number of tranches supplied by each non-defaulting SCO Supplier and pro rata share of estimated DSS demand, by PSP, based on the number of tranches served by each non-defaulting SCO Supplier up to an amount not to exceed 150% of the SCO Supplier's initial annual delivery requirement.
  - B) If, due to the 150% limit set forth directly above, this allocation process does not result in all of the supply requirements formerly served by the defaulting Supplier being assigned to non-defaulting SCO Suppliers, then Columbia shall supply the remaining supply requirements for the remainder of the SCO Period, and shall retain associated upstream capacity associated with that supply requirement. If the un-served supply requirement is the result of a CHOICE Supplier default, then the related CHOICE customers that do not select another CHOICE Supplier will begin paying the SCO Price, just as if their supply requirements had transferred to non-defaulting SCO Suppliers instead of to Columbia, and all associated gas supply and capacity costs incurred by Columbia to serve the remaining supply requirement will be charged to the CSRR.

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J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

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**SECTION VIII  
PART 7 – SUPPLIER DEFAULT**

related CHOICE customers that do not select another CHOICE Supplier will begin paying the SCO Price, just as if their supply requirements had transferred to non-defaulting SCO Suppliers instead of to Columbia, and all associated gas supply and capacity costs incurred by Columbia to serve the remaining supply requirement will be charged to the CSRR.

7.2 CAPACITY RECALLED FROM A DEFAULTING SUPPLIER

The capacity recalled by Columbia from a defaulting Supplier will be reallocated proportionally in accordance with the monthly recall and reassignment of capacity for CHOICE and SCO Suppliers specified in Part 17, Section VII of the tariff.

7.3 COSTS RESULTING FROM A SUPPLIER DEFAULT

Defaulting Suppliers are required to reimburse Columbia for any incremental costs incurred by Columbia as a result of the default. Any such costs not recovered from defaulting SCO Suppliers will be included in the CSRR.

Columbia Gas of Ohio, Inc.

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SECTION VIII  
PART 8 – SCO CUSTOMER AND DSS DEMAND ALLOCATIONS

8.1 INITIAL ALLOCATION OF SCO CUSTOMERS

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

8.2 INITIAL ALLOCATION OF DSS CUSTOMERS

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

8.3 MONTHLY ALLOCATION OF SCO CUSTOMERS

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

8.4 MONTHLY ALLOCATION OF DSS CUSTOMERS

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

8.5 ALLOCATION OF NEW CUSTOMERS

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

8.6 CUSTOMER INFORMATION PROVIDED SCO SUPPLIERS

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

Filed in accordance with Public Utilities Commission of Ohio Entry dated January 9, 2013 in Case 12-2637-GA-EXM.

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Issued By  
J. W. Partridge Jr., President

Columbia Gas of Ohio, Inc.

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**SECTION VIII**  
**PART 9 –RETAIL NATURAL GAS SUPPLIERS SALES TAX RESPONSIBILITIES**

9.1 Responsibility for Sales Tax Status of Customers

Each Retail Natural Gas Supplier participating in Company's SCO Program has the responsibility for identification of the sales tax status of its customers including, but not limited to, 1) the collection and maintenance of certificates of exemption; 2) the identification of governmental customers exempt from sales tax but not required to submit certificates of exemption; 3) the submission to Columbia via electronic means (as defined by the Company) information related to the Customer's sales tax exemption status; 4) the installation and maintenance of equipment and software required to code customers as being exempt from sales tax for submission to the Columbia's electronic data file system;; and 5) the processing of retroactive adjustments of bills and pass back of refunds where customers were exempt from the payment of sales tax, but exemptions were not timely recognized. The Company assumes no responsibility or liability for the Retail Natural Gas Supplier's misapplication of tax-exempt status to a customer. The Retail Natural Gas Supplier shall release, waive and hold the Company harmless for any assessments, penalties, liabilities or claims of any kind whatsoever, related to the Retail Natural Gas Supplier's misapplication of tax-exempt status to any customer.

9.2 Responsibility for Payment of Sales Tax to State of Ohio

Each Retail Natural Gas Supplier participating in the Company's SCO Program is responsible for the payment to the State of Ohio of all sales taxes on gas costs billed by the Columbia on behalf of the Retail Natural Gas Supplier for the sale of volumes by that Supplier through the Company's SCO Program. The Retail Natural Gas Supplier shall release, waive and hold the Company harmless for any assessments, penalties, liabilities or claims of any kind whatsoever, related to the Retail Natural Gas Supplier's proper and timely reporting and remitting of sales tax collections to the State of Ohio.

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