

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

(Continued)

7. 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. No service line shall be installed across private property other than the premises of the building to be supplied with gas, except after special investigation and approval by Company.

8. TURNING ON GAS

Customer, after making proper application for service, shall notify Company when to establish service. In no case shall Customer or Customer's agent or employee turn on the gas at the curb or meter.

9. ASSIGNMENT OF CONTRACT

The benefits and obligations of any service application or contract shall begin when Company commences to supply gas service. It shall inure to and be binding upon the successors and assigns, survivors and executors or administrators, as the case may be, of the original parties thereto, respectively, for the full term thereof. However, no application, agreement or contract for service may be assigned or transferred without the written consent or approval of Company.

When the gas supply has been disconnected for non-payment of bills or other violation of Company's Rules and Regulations the service will not be restored at the same location or connected at another location, for the same or related occupants under a different contract or name when it appears to the Company that the change of name is a subterfuge designed to defraud or penalize Company.

10. EXTENSION OF DISTRIBUTION MAIN

The Company will extend its distribution mains without cost up to but not more than a distance of one hundred (100) feet for each prospective Customer who shall apply for and contract to use service for one (1) year or more and provides guarantee for such service.

Where a distribution main extension of more than one hundred (100) feet is requested for residential or domestic purposes and all or part of such distribution main extension is not deemed economically justified at Company's expense, based on a cost-benefit study, Company shall require the applicant or applicants to provide a contribution in aid of construction and/or enter into a line extension agreement and contribute or deposit with Company the estimated cost of that portion of the distribution main extension which is not deemed economically justified at Company's expense, based on such study. The line extension agreement deposit will be refunded at the average cost of one hundred (100) feet for each bona fide Customer connected

DATE OF ISSUE: June 1, 1993

DATE OF EFFECTIVE: September 1, 1993

Issued by: A. P. Bowman

Vice President - Regulatory Services

COLUMBIA GAS OF KENTUCKY, INC.**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS**

(Continued)

10. EXTENSION OF DISTRIBUTION MAIN - (Continued)

to the distribution main extension who will utilize gas for base load purposes and as the major source of energy. The classification of Customer shall be determined by Company at the time Customer is connected to the distribution main extension. No refunds shall be paid after the expiration of ten (10) years from the date of the agreement.

Where a distribution main extension of more than one hundred (100) feet is requested for commercial or industrial purposes and all or part of such distribution main extension is not deemed economically justified at Company's expense, based on a cost-benefit study, Company shall require the applicant or applicants to provide a contribution in aid of construction and/or enter into a line extension agreement and contribute or deposit with Company the estimated cost of that portion of the distribution main extension which is not deemed economically justified at Company's expense, based on such study. The line extension agreement deposit will be refunded annually, based upon the incremental volumes, if any, sold directly from the distribution main extension which are over and above those volumes used to determine the portion of the distribution main extension to be done at Company's expense. The refund shall be determined by multiplying such incremental volumes by the applicable base rates. No refunds shall be paid after the expiration of ten (10) years from the date of the agreement.

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

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

11. EXTENSION OF SERVICE LINES

When Company initiates service to a new Residential or Commercial Customer, Company will install, own, operate and maintain the service line at the premises of Residential and Commercial Customers, if such premises are not connected to a Company main by a service line.

With respect to Residential and Commercial Customers that occupy premises already connected to a Company main by a service line, Company shall be responsible for operating and maintaining the Customer Service Line, and when Company determines that replacement of such Customer Service Lines is necessary, Company shall be responsible for installing the service line, and shall thereafter own the service line. If it becomes necessary for Company to replace a service line, Company shall use its best efforts to replace the line, during normal working hours and as soon as practical, after Company is made aware of the need for the replacement of the service line.

When the length of the service line required between the property line and the meter is 100 feet or less, and the customer has agreed to use natural gas as its major source of energy, Company will assess no charge for the service line installation. A customer's major source of energy is defined as its primary energy source for heating the premises. If the customer is not using natural gas as its major energy source, customer will be required to contribute a portion of the cost of the service line in the form of a contribution in aid of construction. This amount will vary depending upon the installed appliances but will not exceed the Company's annual average cost of a service line.

When the length of required service line exceeds the 100 feet, Company may require Customer to contribute toward the cost of the service line installation an amount equal to the estimated cost per foot for each lineal foot of service line beyond the 100 feet. Contributions by

DATE OF ISSUE: January 30, 2003

DATE EFFECTIVE: March 1, 2003

Issued by: J. W. Kelly

Vice President

Issued by authority of an Order of the Public Service Commission in Case No. 2002-00145 dated December 13, 2002

COLUMBIA GAS OF KENTUCKY, INC.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)

11. EXTENSION OF SERVICE LINES (continued)

Company's average annual cost of a service line in 2003 equals \$926.

Calculated as:

Cost of service lines installed in 2003 divided by number of lines equals
average annual cost

$$\$1,431,242 / 1,546 = \$ 926$$

DATE OF ISSUE: January 30, 2004

DATE EFFECTIVE: March 1, 2004

Issued by: J. W. Kelly

President

Issued by authority of an Order of the Public Service Commission in Case No. 2002-00145 dated December 13, 2002

COLUMBIA GAS OF KENTUCKY, INC.**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS**

(Continued)

11. EXTENSION OF SERVICE LINES - (Continued)

Customers toward Company's cost of furnishing and installing service lines in accordance with this section are non-refundable.

12. REQUEST FROM HIGH-PRESSURE LINES

When a General Service Customer requests gas service from a transmission Company's high-pressure pipeline, Company will furnish and install regulating equipment and meters at no cost to Customer except as follows with respect to pressure regulators:

- A. If the line from which Customer is to be served has a maximum allowable operating pressure not exceeding 60 psig, Company will furnish the necessary service regulator at no cost to Customer.
- B. If the line from which Customer is to be served has a maximum allowable operating pressure in excess of 60 psig but not in excess of 200 psig, which will necessitate one high-pressure regulator in addition to the service regulator, **Customer will be required to make a payment of \$100 to cover the cost and installation of the high-pressure regulator.**
- C. If the line from which Customer is to be served has a maximum allowable operating pressure in excess of 200 psig which will necessitate two high-pressure regulators in addition to the service regulator, **Customer will be required to make a payment of \$200 to cover the cost and installation of the high-pressure regulators.**

13. COMPANY OBLIGATION TO RESTORE PROPERTY

In the event that Company is required to undertake any excavation on Customer's property in connection with the installation, repair, maintenance or replacement of a service line, Company shall make reasonable efforts to restore the property to its original conditions pursuant to generally accepted utility standards for such construction operations.

14. PROTECTION OF COMPANY'S PROPERTY

All meters, piping and other appliances and equipment furnished by or at the expense of Company, which may at any time be in or on Customer's premises shall, unless otherwise expressly provided herein, be and remain the property of Company. Customer shall protect such property from loss or damage.

15. CUSTOMER'S LIABILITY

Customer shall assume all responsibility for the gas service in or on Customer's premises, at and from the point of delivery of gas, and for all the piping, appliances and equipment used in

DATE OF ISSUE: June 1, 1993

DATE OF EFFECTIVE: September 1, 1993

Issued by: A. P. Bowman

Vice President - Regulatory Services

COLUMBIA GAS OF KENTUCKY, INC.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

(Continued)

15. CUSTOMER'S LIABILITY

Customer shall assume all responsibility for the gas service in on Customer's premises, at and from the point of delivery of gas, and for all the piping, appliances and equipment used in connection therewith which are not the property of Company. Customer will protect and save Company harmless from all claims for injury or damage to persons or property occurring on customer's premises or at and from the point of delivery of gas occasioned by such gas or gas service and equipment, except where said injury or damage will be shown to have been caused solely by the negligence of Company.

16. 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 Customer, subject to the following conditions:

- A. **Provided all meters qualify for the same rate schedule.** If the usage on two or more meters is to be combined for routine billing purposes, all meters to be combined must qualify for the same rate schedule.
- B. **Provided all meters are located within the confines of or adjacent to the particular property served.** Combined usage for billing purposes shall be restricted to meters located within the confines of or adjacent to the property being served.
- C. **Provided the additional meters are a necessary part of rendering service.** Combined usage of multiple meters for billing purposes shall be restricted to those situations where the additional meters are a necessary part of rendering service.
- D. **Provided the combining of usage is not for the purpose of circumventing the Minimum or Customer Charge of a rate schedules.**

17. METER TESTING AND MEASUREMENT OF NATURAL GAS

Volumetric Measurement Base is one (1) cubic foot of gas at a pressure base of fourteen and seventy-three one-hundredths (14.75) pounds per square inch absolute (thirty (30) inches of mercury), a temperature base of sixty degrees (60 degrees) Fahrenheit, (520 degrees F. absolute) and without adjustment for water vapor content.

Average Absolute Atmospheric (Barometric) Pressure is assumed to be fourteen and four-tenths (14.4) pounds to the square inch, irrespective of actual elevation of location of the delivery point above sea level or variations in actual barometric pressure from time to time.

Flowing Temperature. Company shall determine the temperature of the natural gas flowing through the meter or meters by recorder, or as read from established tables for the location involved.

Specific Gravity of the natural gas shall be determined by Company, or at Customer's option by joint test, at the commencement of deliveries and as often as deemed necessary.

DATE OF ISSUE: November 10, 1994

DATE OF EFFECTIVE: November 1, 1994

Issued by: K. I. Shroyer

Vice President - Regulatory Services

Issued by authority of an Order of Public Service Commission in Case No. 94-179, dated November 1, 1994.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

(Continued)

17. **METER TESTING AND MEASUREMENT OF NATURAL GAS** - (Continued)

Supercompressibility. The deviation of the gas from the laws for ideal gases shall be determined by Company, or jointly at Customer's option, in one of the following ways:

- (a) The deviation factors shall be computed by approved methods or read from standard tables, in accordance with Report No. 3 of the Gas Measurement Committee of the American Gas Association, as amended, expanded or superseded from time to time. Such computations or selection of factors from tables shall be based on the composition of the gas and conditions at point of measurement, and the factors used to be checked by tests of the gas made with such reasonable frequency as found necessary; or
- (b) The deviation factors shall be determined by tests of the gas made with such reasonable frequency as found necessary.

Measuring Equipment. Unless otherwise agreed upon, Company will install, maintain and operate, measuring stations equipped with displacement or flow meters and other necessary measuring equipment by which the volumes of gas delivered shall be determined. The gas delivered shall be measured in accordance with the latest approved methods in use in the industry generally. Orifice meters shall be installed and operated, and gas volumes computed in a practical and appropriate manner, in accordance with Report No. 3 of the Gas Measurement Committee of the American Gas Association, as amended, expanded or superseded from time to time. Displacement meter readings shall be adjusted for pressure and temperature conditions. Customer may install check measuring equipment, provided that such equipment shall be so installed as not to interfere with the operations of Company. Company and Customer, in the presence of each other, shall have access to the other's measuring equipment at all reasonable times, but the reading, calibrating and adjusting thereof and the changing of charts shall be done only by Customer, unless otherwise agreed upon. Both Company and Customer shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's measuring equipment. The records from such measuring equipment shall remain the property of Customer, but upon request, each will submit to the other its records and charts, together with calculations, for inspection, subject to return within thirty (30) days after receipt thereof. Company shall exercise reasonable care in the installation, maintenance and operation of its equipment so as to avoid any inaccuracy in the determination of the volume of gas delivered.

Meter Testing (GS Rate Schedule Customers). Company shall make a test of any meter upon written request of Customer provided such request is not made more frequently than once each twelve months or the meter is not scheduled for a periodic test. Customer shall advance an amount based on meter capacity as follows: 500 cu. ft. per hour and under @\$10.00, over 500 cu. ft. per hour @\$20.00, and 1,500 cu. ft. per hour @\$30.00. If such tests show the meter to be more than 2% fast or slow, the amount advanced shall be refunded to the customer and adjustments made pursuant to **Correction of Metering Errors** section herein. If the meter is found not to be more than 2% fast or slow, the amount advanced by Customer shall be retained by Company.

DATE OF ISSUE: June 1, 1993

DATE OF EFFECTIVE: September 1, 1993

Issued by: A. P. Bowman

Vice President - Regulatory Services

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)**

17. METER TESTING AND MEASUREMENT OF NATURAL GAS - (Continued)

Calibration and Test of Meters (IS and IUS Rate Schedule Customers). The accuracy of all measuring equipment shall be verified by the owner at reasonable intervals and, if requested, in the presence of representatives of the other party, but neither Company nor Customer shall be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. If either party at any time desires a special test of any measuring equipment, or if either party at any time observes an error in any such measuring equipment, it will promptly notify the other party, and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment.

Correction of Metering Errors. If upon periodic test, request test, or complaint test a meter in service is found to be more than two percent (2%) fast, additional tests shall be made to determine the average error of the meter. Said tests shall be made in accordance with commission regulations applicable to the type of meter involved.

If test results on Customer's meter show an average error greater than two percent (2%) fast or slow, or if a Customer has been incorrectly billed for any other reason, except in an instance where Company has filed a verified complaint with the appropriate law enforcement agency alleging fraud or theft by Customer, Company shall immediately determine the period during which the error has existed, and shall recompute and adjust the Customer's bill to either provide a refund to Customer or collect an additional amount of revenue from the underbilled Customer. Company shall readjust the account based upon the period during which the error is known to have existed. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using such data as elapsed time since the last meter test, if applicable, and historical usage data for Customer. If that data is not available, the average usage of similar Customer loads shall be used for comparison purposes in calculating the time period. If Customer and Company are unable to agree on an estimate of the time period during which the error existed, the commission shall determine the issue. In all instances of Customer overbilling, Customer's account shall be credited or the overbilled amount refunded at the discretion of Customer within thirty (30) days after the final meter test results. Company shall not require Customer repayment of any underbilling to be made over a period shorter than a period coextensive with the underbilling.

Failure of Measuring Equipment. In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, previous recordings or deliveries through such equipment shall be estimated:

- (a) By using the registration of any check meter or meters if installed and accurately registering, or, in the absence of (a):

(C) Change

DATE OF ISSUE: November 10, 1994

DATE OF EFFECTIVE: November 1, 1994

Issued by: K. I. Shroyer

Vice President - Regulatory Services

Issued by authority of an Order of the Public Service Commission in Case No. 94-179, dated November 1, 1994.

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)**

17. **METER TESTING AND MEASUREMENT OF NATURAL GAS** - (Continued)

Failure of Measuring Equipment. - (Continued)

- (b) By correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation, or, in the absence of both (a) and (b), then:
- (c) By estimating the quantity of delivery based on deliveries during periods under similar conditions when the meter was registering accurately.

The estimated readings shall be used in determining the volume of gas delivered for any known or agreed-upon applicable period. In case the period is not known or agreed-upon, such estimated deliveries shall be used in determining the volume of gas delivered during the latter half of the period beginning on the date of the immediately preceding test and ending on the date the measuring equipment was adjusted to record accurately; the recordings of the measuring equipment during the first half of said period shall be considered accurate in computing deliveries.

Preservation of Records. The complete record of tests of each meter shall be continuous for at least two (2) periodic test periods and shall in no case be less than two (2) years.

Remote Meter Reading Devices. Remote meter reading devices are available for installation in those instances where it is difficult to obtain a reading of the Customer's meter. The customer will be billed for the installation of a remote meter device at a rate of \$40.00 per device. This amount may be waived at Company's discretion.

Standard Delivery Pressure

Company, in accordance with 807 KAR 5:022, Section 13(14): Standard Pressure adopts seven (7) inches water column as its standard pressure as measured at the outlet of Customer's meter.

When conditions warrant, and Customer and Company mutually agree, certain Customers may receive gas at pressures higher than the standard pressure. In these cases either indices compensated for the delivery pressure or pressure factors corresponding to delivery pressure will be used to adjust volumes of gas billed.

The above paragraphs notwithstanding Company shall assume no liability from any damage or loss resulting from inadequate or interrupted supply or from any pressure variation when such conditions are not due to willful fault or neglect on its part.

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DATE OF ISSUE: May 1, 2009

DATE OF EFFECTIVE: May 31, 2009

Issued by: Herbert A. Miller, Jr.

President

COLUMBIA GAS OF KENTUCKY, INC.**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)****18. QUALITY**

Processing. The gas delivered shall be natural gas; provided, however, that:

- (a) Company may extract or permit the extraction of moisture, helium, natural gasoline, butane, propane or other hydrocarbons (except methane) from said natural gas, or may return thereto any substance extracted from it. Company, in order to conserve and utilize other available gases, may blend such gases with said natural gas; provided, however, that such blending shall not extend to a degree which, in Customer's judgment reasonably exercised, would materially affect the utilization of the gas delivered.
- (b) Company may subject or permit the subjection of said natural gas to compression, cooling, cleaning or other processes to such an extent as may be required in its transmission from the source thereof to the point or points of delivery.

Heat Content. The natural gas delivered shall contain an average total heating value for any twelve (12) months period of not less than one thousand (1,000) Btu per cubic foot. Such heating value shall be determined by tests at the beginning of deliveries, or from recording calorimeters located at such place or places as may be selected by Company. Such calorimeters shall be periodically checked, using a reference sample of gas of known heating value, or such other method as may be mutually agreed upon. Customer shall not be required to accept natural gas having a total heating value of less than nine hundred fifty (950) Btu per cubic foot, but acceptance by Customer shall not relieve Company of its obligation to supply natural gas having the said average total heating value of one thousand (1,000) Btu per cubic foot.

The unit of volume for the purpose of determining total heating value shall be one (1) cubic foot of gas saturated with water vapor at a temperature of sixty degree (60°) Fahrenheit and an absolute pressure equivalent to thirty (30) inches of mercury at thirty-two degrees (32°) Fahrenheit and under standard gravity (32.174 ft. per second per second).

Freedom From Objectional Matter. The gas delivered:

- (a) shall be commercially free from dust or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters, and other equipment of Customer;
- (b) shall not contain more than a trace of hydrogen sulfide per one hundred (100) cubic feet of gas, as determined by methods prescribed in Standards for Gas Service, Circular of the National Bureau of Standards No. 405, Page 134 (1934 Edition), and shall be considered free from hydrogen sulfide if a strip of white filter paper, moistened with a solution containing five percent (5%) by weight of lead acetate, is not distinctly darker than a second paper freshly moistened with the same solution, after the first paper has been

DATE OF ISSUE: June 1, 1993

DATE OF EFFECTIVE: September 1, 1993

Issued by: A. P. Bowman

Vice President - Regulatory Services

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

(Continued)

18. QUALITY - (Continued)**Freedom From Objectional Matter. - (Continued)**

exposed to the gas for one (1) minute in an apparatus of approved form, through which the gas is flowing at the rate of approximately five (5) cubic feet per hour, the gas not impinging directly from a jet upon the test paper;

- (c) shall not contain more than twenty (20) grains of total sulfur per one hundred (100) cubic feet; and
- (d) can be measured to determine the usability of the product or the interchangeability of one gas with another gas by using a utilization factor known as the Wobbe Index. The Wobbe Index factor is calculated by dividing the saturated Btu value by the square root of the specific gravity of the sample of gas. An acceptable value for the Wobbe Index factor is one thousand three hundred (1,300) plus or minus six percent (6%).

In the event the gas contains more than a trace of hydrogen sulfide per one hundred (100) cubic feet or more than twenty (20) grains of total sulfur per one hundred (100) cubic feet, by test prescribed by the Bureau of Standards or other recognized method, Company, upon the request of Customer, shall reduce the hydrogen sulfide content to not more than a trace per one hundred (100) cubic feet and the total sulfur content to twenty (20) grains or less per one hundred (100) cubic feet.

19. POSSESSION OF GAS AND WARRANTY OF TITLE

Control of Gas. Company shall be deemed to be the owner and in control and possession of the natural gas purchased on behalf of Customer until it has been physically delivered to Customer at the point or points of delivery, after which Customer shall be deemed to be the owner and in control and possession thereof.

Division of Responsibility. Customer purchasing gas from Company shall have no responsibility with respect to any natural gas until it is physically delivered to Customer, or on account of anything which may be done, happen or arise with respect to said gas before such delivery; and Company shall have no responsibility with respect to said gas after such delivery to Customer, or on account of anything which may be done, happen or arise with respect to said gas after such delivery.

Warranty of Title. Company agrees that it will, and it hereby does, warrant that it will at the time of physical delivery of gas purchased on behalf of Customer, have good title to all gas delivered by it to Customer, free and clear of all liens, encumbrances and claims whatsoever, that it will at such time of delivery have good right and title to sell said gas as aforesaid, that it will indemnify Customer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas.

DATE OF ISSUE: June 1, 1993

DATE EFFECTIVE: September 1, 1993

Issued by: A. P. Bowman

Vice President - Regulatory Services

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)**

20. FORCE MAJEURE

Neither Company nor Customer shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts affecting the company or its suppliers of gas, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, 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 either Company or Customer, 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 either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

21. RECONNECTION OF SERVICE

If service is discontinued at the request of any Customer, Company may refuse service to such Customer, at the same premises within eight (8) months, unless it shall first receive payment of seventy-four dollars and forty cents (\$74.40, current minimum charge of \$9.30 times 8 months) for residential customers reconnect fee and one-hundred ninety one dollars and sixty eight cents (\$191.68, current minimum charge of \$23.96 times 8 months) for commercial customers reconnect fee.

Company will charge a reconnect fee of sixty dollars (\$60) when service has been disconnected for nonpayment of bills or for violation of Company's Rules and Regulations and Customer has qualified for and requested the service to be reconnected. Customers exempt from the reconnect fee must qualify under the Commission's Winter Hardship Reconnection Rules, as stated:

- A. During the months from November through March, Customer or Customer's agent:
- (1) Presents a certificate of need from the Cabinet for Human Resources, State Department for Social Insurance, including a certification that a referral for weatherization services has been made in accordance with subsection (C) of this section;
 - (2) Pays one-third (1/3) of the outstanding bill or \$200, whichever is less; and

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-0008 dated August 29, 2007

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)

20. FORCE MAJEURE

Neither Company nor Customer shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts affecting the company or its suppliers of gas, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, 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 either Company or Customer, 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 either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

21. RECONNECTION OF SERVICE

If service is discontinued at the request of any Customer, Company may refuse service to such Customer, at the same premises within eight (8) months, unless it shall first receive payment of one hundred forty three dollars and thirty six cents (\$143.36, current minimum charge of \$17.92 times 8 months) for residential customers reconnect fee for the first year, two hundred twelve dollars and twenty four cents (\$212.24, current customer delivery charge of \$26.53 times 8 months) for residential customers reconnect fee after the first year and two-hundred twenty six dollars and twenty four cents (\$226.24, current customer charge of \$28.28 times 8 months) for commercial customers reconnect fee.

Company will charge a reconnect fee of sixty dollars (\$60) when service has been disconnected for nonpayment of bills or for violation of Company's Rules and Regulations and Customer has qualified for and requested the service to be reconnected. Customers exempt from the reconnect fee must qualify under the Commission's Winter Hardship Reconnection Rules, as stated:

- A. During the months from November through March, Customer or Customer's agent:
- (1) Presents a certificate of need from the Cabinet for Human Resources, State Department for Social Insurance, including a certification that a referral for weatherization services has been made in accordance with subsection (C) of this section;
 - (2) Pays one-third (1/3) of the outstanding bill or \$200, whichever is less; and

DATE OF ISSUE: May 1, 2009

DATE EFFECTIVE: May 31, 2009

Issued by: Herbert A. Miller, Jr.

President

COLUMBIA GAS OF KENTUCKY, INC.**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS****(Continued)****21. RECONNECTION OF SERVICE - (Continued)**

- (3) Agrees to a repayment schedule which would permit Customer to become current in the payment of Customer's bill as soon as possible but no later than October 15. However, if, at the time of application for reconnection, Customer has an outstanding bill in excess of \$600 and agrees to a repayment plan that would pay current charges and makes a good faith reduction in the outstanding bill consistent with Customer's ability to pay, then such plan shall be accepted. In addition to payment of current charges, repayment schedules shall provide an option to Customer to select at least one (1) payment of arrearage per month.
- (4) Company shall not require a new deposit from Customer whose service is reconnected due to paragraphs (1), (2), or (3) of this subsection.
- B. Certificate of need for reconnection. Federal and statewide energy assistance programs are administered by the Kentucky Cabinet for Human Resources, Department for Social Insurance. A Customer who is eligible for energy assistance under the department's guidelines or is certified as household with gross income at or below 130 percent of the poverty level, may obtain a certificate of need from the department to be used in obtaining a service reconnection from Company.
- C. Weatherization program. Customers obtaining a certificate of need under this regulation shall agree to accept referral to and utilize weatherization services which are administered by the Cabinet for Human Resources. The provision and acceptance of weatherization services is contingent on the availability of funds and other program guidelines. Weatherization services include, but are not limited to, weather stripping, insulation and caulking.
- D. Customers who are current in their payment plans under subsection A(3) of this section shall not be disconnected.

22. CUSTOMER DEPOSITS

Company may require from any Customer a minimum cash deposit or other guaranty to secure payment of bills, except from those Customers qualifying for service reconnection under the Winter Hardship Reconnection Rules, as stated on Sheet Numbers 70 and 71 of this tariff. Service may be refused or discontinued for failure to pay the requested deposit.

All Customer's deposits shall be based upon actual usage of Customer at the same or similar premises for the most recent 12-month period, if such information is available. If usage information is not available, the deposit will be based on the average bills of similar Customers and premises in the system. The amount of cash deposit shall not exceed two-twelfths (2/12) of Customer's actual or estimated annual bill.

DATE OF ISSUE: June 1, 1993

DATE OF EFFECTIVE: September 1, 1993

Issued by: A. P. Bowman

Vice President - Regulatory Services

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)**

22. CUSTOMER DEPOSITS - (Continued)

A deposit would normally be required, unless waived at Company's discretion, if any of the following circumstances exist:

- 1) New business
- 2) Previous service with bad debt account
- 3) Transient or seasonal employment
- 4) Disconnected due to non-pay
- 5) Renting, short-term employment
- 6) Unemployed and no regular income
- 7) Student, or
- 8) Unable or unwilling to provide identification.
- 9) Unsatisfactory Credit History

If a deposit has been waived or returned and Customer fails to maintain a satisfactory payment record, a deposit may then be required. Company may require a deposit in addition to the initial deposit if Customer's classification of service changes or if there is a substantial change in usage.

Company will refund the deposit to Customer after twelve (12) consecutive months of good credit and payment history. Upon termination of service, the deposit, any principal amounts, and any interest earned and owing will be credited to the final bill with any remainder refunded to Customer.

Company shall issue to every Customer from whom a deposit is received a receipt of deposit showing, the name of Customer, location of the service or Customer account number, date and amount of the deposit, and informing Customer that they can request a recalculation of the deposit after eighteen (18) months based on actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a Residential Customer or 10 percent for a non-residential Customer, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.

Interest will be paid on all sums held on deposit at the rate of 6 percent annually. The interest will be applied as a credit to Customer's bill or will be paid to Customer on an annual basis, except if Customer's bill is delinquent on the anniversary of the deposit date, Company shall not be required to refund or credit interest. If the deposit is refunded or credited to Customer's bill prior to the deposit anniversary date, interest will be paid or credited to Customer's bill on a prorated basis. If interest is not credited to Customer's bill or paid to Customer annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compound interest in compliance with Commission Order dated October 31, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to Customer's bill or paid to Customer.

(N) New

DATE OF ISSUE: October 9, 1997

DATE OF EFFECTIVE: August 13, 1997

Issued by: J. W. Kelly

Vice President and General Manager

COLUMBIA GAS OF KENTUCKY, INC.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)

23. **BILLING**

General Service Rate Schedule

Bills will be rendered and be payable once each billing month. Company may read any meter once each billing month, but may read meters of the General Service Rate Schedule Customers once each two billing months. As to any Customer whose meter is read once each two months, the consumption for the first month of each bimonthly meter reading period shall be determined by calculation on the basis of Customer's previous usage -- considering factors such as variations in weather, number of days in the period, the trend in seasonal usage, etc., in order to provide as nearly accurate a bill as possible without actually reading the meter. Customer's consumption for the second month of each bimonthly meter reading period shall be determined by actual measurement taken from Customer's meter, subtracting therefrom the calculated consumption for the first month of the bimonthly meter reading period. The bill for each month shall be the result of applying to the consumption, determined as aforesaid, the applicable rates and charges contained in this tariff.

A customer shall be liable for unbilled service up to 2 years from the date of service, unless the customer obtained service through fraud, theft, or deception.

All Other Rate Schedules

On or before the tenth (10th) day following the date of the final monthly meter reading for each billing month, Company shall render to Customer a statement of the total amount of gas delivered during the preceding billing month and the amount due, with the exception of Delivery Service Customers.

When information necessary for billing purposes is in the control of Customer, Customer shall furnish such information to Company on or before the fifth (5th) day following the date of final meter reading of each month.

Both Company and Customer shall have the right to examine, at reasonable times, books, records, and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.

A customer shall be liable for unbilled service up to 2 years from the date of service, unless the customer obtained service through fraud, theft, or deception.

24. **PAYMENT**

Customer shall pay Company at its General Office, 200 Civic Center Drive, Columbus, Ohio 43215, or at such other address as Company shall designate on or before the twentieth (20th) day following the date of the final monthly meter reading for the gas delivered hereunder during the preceding billing month.

(T) Text

DATE OF ISSUE: October 19, February 24, 2006

DATE OF EFFECTIVE: March 29, 2006

Issued by: J. W. Kelly

President

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)

If presentation of a bill by Company is delayed after the tenth (10th) day following the date of final monthly meter reading, then the time of payment shall be extended accordingly unless Customer is responsible for such delay.

24a . **TERMINATION**

The Company reserves the right to discontinue furnishing gas service to a Customer with at least ten (10) days written notice from the Company to the Customer, irrespective of any claim pending against the Company, upon the occurrence of any one of the following events:

- a) For non-payment of tariff approved charges.
- b) For failure to comply with any of the Company's Gas tariffs as filed with the Commission, or with any of the conditions or obligations of any agreements with the Company for the purchase of gas.

Notice of discontinuance shall be considered to be given a Customer when a copy of such notice is left with the Customer, or left at the premises where his bill is rendered, or posted in the United States mail, addressed to the Customer's last post office address shown on the records of the Company. Company shall diligently attempt to induce Customer to make all payments owed or to comply with all applicable terms and conditions of service prior to discontinuing service.

(N) New

DATE OF ISSUE: October 9, 1997

DATE OF EFFECTIVE: August 13, 1997

Issued by: J. W. Kelly

Vice President and General Manager

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)**

25. LATE PAYMENT PENALTY

A Late Payment Penalty of five percent (5%) may be assessed, only once on any bill for rendered services if Customer fails to pay bill by the due date shown on Customer's bill. Any payment received will first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

If prior to the due date of payment, Customer in good faith disputes the bill in part or total, and pays to Company such amounts as it concedes to be correct, and at any time thereafter within ten (10) days of a demand made by Company, furnishes a surety bond in an amount and with surety satisfaction to Company, guaranteeing payment to Company of the amount ultimately found due upon such bills after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Company shall not be entitled to suspend further delivery of gas unless and until default be made in the conditions of such bond.

26. RETURNED CHECK FEE

If Customer's check tendered in payment of a bill for service is returned by a bank as unpaid, Customer will be charged a fee of fifteen dollars (\$15.00) to cover the cost of further processing of the account.

27. BILL ADJUSTMENT AND MONITORING OF CUSTOMER USAGE

Bill Adjustment. If upon periodic test, request test, or complaint test a meter in service is found to be more than two (2) percent fast, additional tests shall be made to determine the average error of the meter. Said tests shall be made in accordance with commission regulations applicable to the type of meter involved.

If test results on Customer's meter show an average error greater than two (2) percent fast or slow, or if Customer has been incorrectly billed for any other reason, except in an instance where Company has filed a verified complaint with the appropriate law enforcement agency alleging fraud of theft by Customer, Company shall immediately determine the period during which the error has existed, and shall recompute and adjust Customer's bill to either provide a refund to Customer or collect an additional amount of revenue from the underbilled Customer. Company shall readjust the account based upon the period during which the error is known to have existed. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using such data as elapsed time since the last meter test, if applicable, and historical usage data for Customer. If that data is not available, the average usage of similar customer loads shall be used for comparison purposes in calculating the time period. If Customer and Company are unable to agree on an estimate of the time period during which the error existed, Commission shall determine the issue. In all instances of Customer overbilling, Customer's account shall be credited or the overbilled amount refunded at the

DATE OF ISSUE: May 1, 2009

DATE EFFECTIVE: May 31, 2009

Issued by: Herbert A. Miller, Jr.

President

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)**

27. BILL ADJUSTMENT AND MONITORING OF CUSTOMER USAGE - (Continued)

discretion of Customer within thirty (30) days after final meter test results. Company shall not require Customer repayment of any underbilling to be made over a period shorter than a period coextensive with the underbilling.

Monitoring Usage. Company shall monitor Customers' usage at least annually. The procedures shall be designed to draw Company's attention to unusual deviations in Customer's usage and shall provide for reasonable means by which Company can determine the reasons for the unusual deviation. If Customer's usage is unduly high and the deviation is not otherwise explained, Company shall test Customer's meter to determine whether the meter shows an average error greater than two (2) percent fast or slow.

If Company's procedure for monitoring usage indicates that an investigation of Customer's usage is necessary, Company shall notify Customer in writing either during or immediately after the investigation of the reasons for the investigation, and of the findings of the investigation. If knowledge of a serious situation requires more expeditious notice, Company shall notify Customer by the most expedient means available.

Customer Notification. If a meter is tested and it is found necessary to make a refund or back bill Customer, Customer shall be notified in compliance with 807 KAR 5:006, Section 10 (5).

Customer accounts shall be considered to be current while a dispute is pending pursuant to this section, as long as Customer continues to make payments for the disputed period in accordance with historic usage, or if that data is not available, the average usage of similar customer loads, and stays current on subsequent bills.

28. BUDGET PLAN

The Company has a budget payment plan available to **Residential and Small Commercial Customers.**

Monthly budgeted amounts shall be determined by the Company based on an amount equivalent to 1/12 of Customer's estimated annual gas utility bill.

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DATE OF ISSUE: May 1, 2009

DATE OF EFFECTIVE: May 31, 2009

Issued by: Herbert A . Miller

President

COLUMBIA GAS OF KENTUCKY, INC.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)

28. **BUDGET PLAN** - (Continued)

The monthly budgeted amount shall not be construed by Customer as a guaranty of assurance that the total actual charges will not exceed such estimate. Company may, at any time, submit a revised budgeted amount to Customer whenever, in Company's judgment, such revision is deemed advisable during the Company's budget year. (Budgets will be reviewed and recalculated at least twice a year.)

The billing, under this budget plan of payment, is for the convenience of Customer. A Customer may enroll in the plan at any time during the Company's budget year. A Customer applying for the Plan for the first year will be accepted in any month and their payment will be determined by dividing their estimated bill for the remainder of the budget period by the number of months remaining in that budget period. New customers may be automatically enrolled in the budget plan unless they decline to participate. If any existing arrearage is present at the time of application, the first month's budgeted amount shall be paid at the time the Customer's request to participate is granted.

This budget plan will be canceled and the total account balance shall become due, or in the event of a credit balance, such balance shall be refunded, under the following circumstances:

Discontinuance of service at Customer's request;

Discontinuance of this budget plan at the Customer's request; or

If Customer fails to pay bills as rendered under the budget payment plan, Company reserves the right to revoke the plan, restore Customer to regular billing and require immediate payment of any deficiency.

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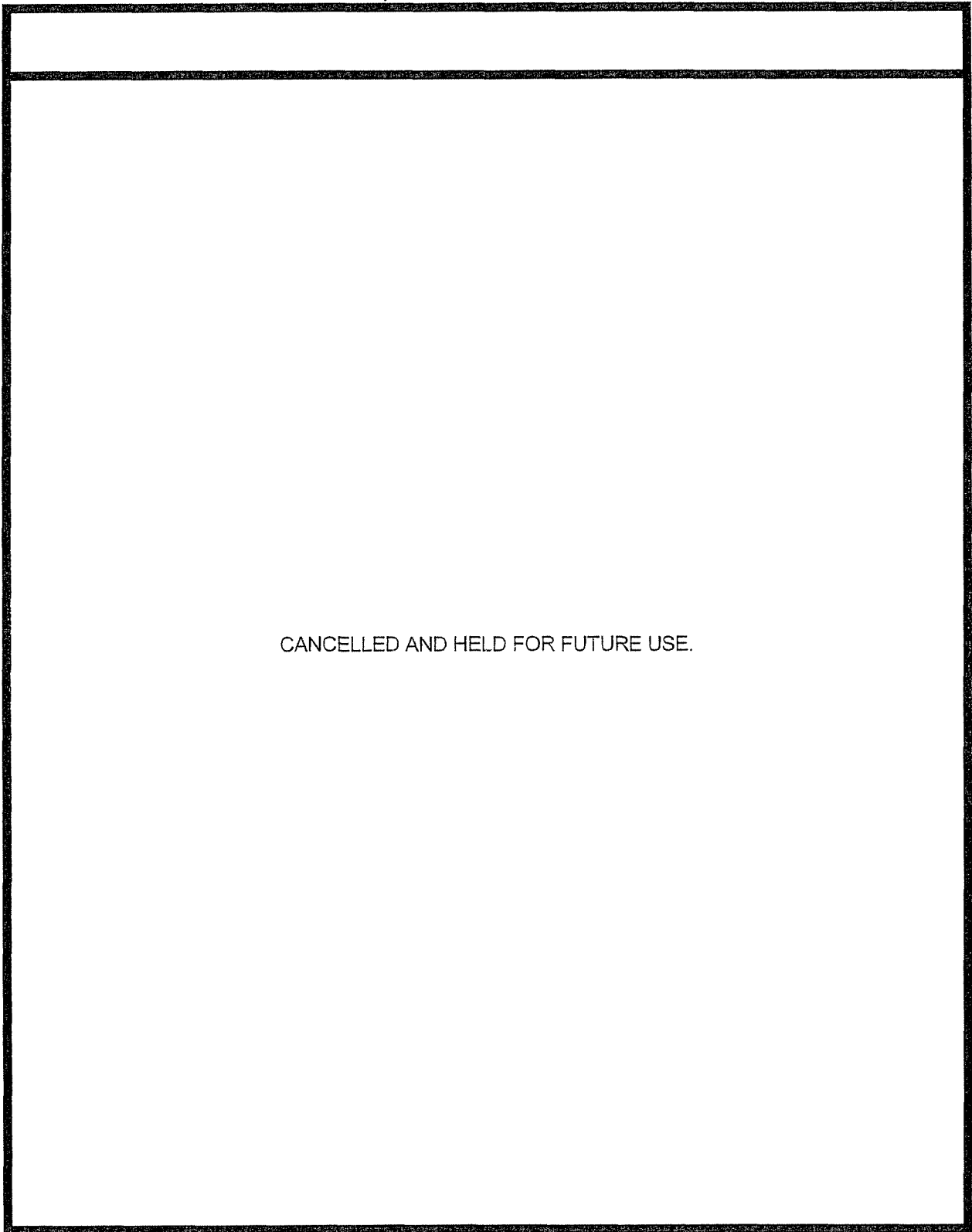
DATE OF ISSUE: May 1, 2009

DATE OF EFFECTIVE: May 31, 2009

Issued by: Herbert A. Miller, Jr.

President

COLUMBIA GAS OF KENTUCKY, INC.



CANCELLED AND HELD FOR FUTURE USE.

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DATE OF ISSUE: May 1, 2009

DATE OF EFFECTIVE: May 31, 2009

Issued by: Herbert A. Miller, Jr.

President

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)**

29. CHANGES IN CONTRACTED VOLUMES

Changes in contracted volumes shall be made in any one of the following ways:

- A. In the event Customer shall desire an increase in the then effective contracted volumes, Customer shall notify Company by April 1, of any year as to the total amount of increase required. If Customer is advised by Company that it has the required capacity and facilities then Customer shall execute a contract to become effective November 1, of such year which shall specify the total amount required.
- B. In the event Customer shall desire a decrease in the then effective contracted volumes, after the expiration of the development period, Customer shall notify Company by April 1, in any year of the desire to decrease to become effective November 1, of such year, and Company would grant such decrease providing the desired decrease does not exceed Company's ability to offset such decreases against reductions in contracted volumes from its supplier(s), or Customer and Company may mutually agree to the decrease providing Company can otherwise utilize such decrease.
- C. For increases or decreases in effective contracted volumes requested on shorter notice than in A or B above, Company shall, giving consideration to all pertinent factors, use its best efforts to comply with such requests.

30. TRANSFERS BETWEEN RATE SCHEDULES

If Customer desires to transfer service from one to another of Company's rate schedules, Customer shall give notice to Company by April 1, of any year and if Customer is advised by Company that it has the required gas supply, capacity, and facilities, then Customer, shall execute a contract to become effective November 1, of such year.

31. OPERATING INFORMATION AND ESTIMATES

Upon request of Company, Customer shall from time to time submit estimates of the daily, monthly and annual volumes of gas required, including peak day requirements, together with such other operating data as company may require in order to plan its operations.

32. SEASONAL CURTAILMENT OF SERVICE

If, in Company's judgment, it is necessary to limit the delivery of natural gas for the protection of monthly and seasonal volumes in order to supply market requirements based on gas supply available, Company shall curtail or discontinue in whole or in part gas service to its industrial and commercial Customers in the manner prescribed on Sheet Nos. 53 through 56 of this tariff. In so curtailing or discontinuing service Company shall curtail monthly and seasonal volumes to

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)

32. SEASONAL CURTAILMENT OF SERVICE - (Continued)

such Customers by ordering curtailment of deliveries to such Customers by giving notice to each such Customer of the percentage curtailment of each priority applicable to Customer as described in said sheets of this tariff. Such curtailment shall be ordered as to the affected Commercial and Industrial Customers.

Company shall not be liable for any loss, cost, damage, injury, or expense that may be sustained by Customer by reason of partial or complete curtailment, interruption or discontinuance of gas service.

32a. CHARGES FOR CUSTOMER AUTHORIZED SERVICE

When a Customer requests the Company's services for premises work, the rates to be charged shall be in accordance with one of the following:

1. When the Customer has requested the Company to do customer authorized service work during regular working hours, the Customer will be charged: \$30.25 for the first employee, and \$28.25 per hour for each additional employee, if needed. There will be a one hour minimum charge per employee of \$30.25. Charges after the first hour are made to the nearest 1/4 hour: \$5.25 for the first employee, and \$4.75 for each additional employee, if needed.

Work done outside regular working hours including holidays and weekends for customer authorized services, will be charged: \$45.50 per hour for the first employee, and \$42.50 per hour for each additional employee, if needed. There will be a one hour minimum charge per employee of \$45.50. Charges after the first hour are made to the nearest 1/4 hour: \$8.00 for the first employee, and \$7.25 for each additional employee, if needed.

The time for the labor charge shall start when the employee reaches the customer premises and end when the employee leaves the premises after the work is completed.

2. When the Customer has requested the Company to perform customer authorized services while the employee is on the customer's premise, the Customer will be charged to the nearest 1/4 hour: \$5.25 for the first employee, and \$4.75 for each additional employee, if needed.

If work is done outside normal regular working hours including holidays and weekends, the Customer will be charged to the nearest 1/4 hour: \$8.00 for the first employee, and \$7.25 for each additional employee, if needed.

(N) New

N

DATE OF ISSUE: October 9, 1997

DATE OF EFFECTIVE: August 13, 1997

Issued by: J. W. Kelly

Vice President and General Manager

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)

32a. CHARGES FOR CUSTOMER AUTHORIZED SERVICE - (Continued)

N

The time for the labor charge shall start at the time the actual customer authorized service work is started and end when the customer authorized service work is completed.

Where special arrangements are made to do customer authorized work and, upon arriving at the Customer's premise the Company employee cannot gain access to perform the previously scheduled work, a minimum one-hour charge, in effect for that time of day, may be made.

Material charges shall consist of the following: 1) If the materials are available at the Company warehouse, the material charge will be the cost of the part plus a 35% markup, 2) If the materials are not available at the Company warehouse, the material charge will be billed to the customer at the invoice cost of the part plus a 10% markup and any applicable shipping charges.

The service performed on the Customer's premise will carry a 30 day labor warranty, but on parts and materials, the Company will honor only the manufacturer's warranty.

(N) New

DATE OF ISSUE: October 9, 1997

DATE OF EFFECTIVE: August 13, 1997

Issued by: J. W. Kelly

Vice President and General Manager

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

(Continued)

33. CUSTOMER BILL FORMAT AND CONTENT



16 How to Contact Us

1-800-432-9345
For DirectLink 24/7 service 24 hours/day
For billing questions, call 8 a.m. - 5 p.m. Mon. - Fri. before due date
For quickest response, call 11 a.m. - 3 p.m. Tues. - Fri.
1-800-432-9515
For gas leaks or odor of gas 24 hours/day
Press option 2 for the greeting
711
For hearing-impaired relay
www.columbiagas.com
Click on DirectLink 24/7 Services for account information, online billing and payment services, financial assistance, and other useful tools.

Billing Options

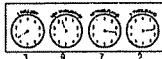
Extended Payment Plans Special payment arrangements and energy assistance are available, if eligible.

Payment Options

Online Pay free by electronic check at our Web site.
CheckFree E-bill Receive and pay bills online through CheckFree. Enroll at our Web site.
ZipCheck Authorize your bank to pay your bill automatically each month. Enroll online.
NCO EasyPay Call 1-800-284-8572 or link from our Web site to pay by credit/debit card, or e-check. A convenience fee will apply.
Authorized Payment Centers Call or visit us online to find a payment center near you. Agents charge a fee for each transaction.
Mail Return coupon below with payment to:
Columbia Gas of Kentucky
P.O. Box 2200
Lexington, KY 40588-2200

4 Gas Meter Information

Actual Reading A meter reader has read the meter. You're required to provide us access to read the meter at least once a year or risk shut-off. Please contact us to make arrangements if access is required.
Estimated Reading During the months we don't read the meter, we accurately estimate your reading based on the history of usage at the service address and normal temperatures for the billing period. We verify the reading the next time we read the meter to make sure you pay only for the energy you've used.
Gas Usage We measure your gas usage in Mcf equal to 1,000 cubic feet.
How to Read the Meter When a pointer is between two numbers on a dial-type meter, read the smaller number except when the pointer is between 9 and 0. Record the reading on the dial from left to right.
Example:



6 Gas Bill

4 Residential Service

Account Number

Statement Date
04/07/2009
4418

Page 1 of 2

3 Billing & Payment Summary

Customer Name

Previous Amount Due on 03/23/2009	\$183.74
Payments Received by 03/11/2009	= \$111.00
Balance on 04/07/2009	= \$72.74
Charges for Gas Service This Period	+ \$81.49

Billing & Payment Notes

Since your budget amount is larger than your actual account balance this month, please pay the amount of your account balance, if any, instead of your normal budget payment. See back of bill for Detail of Charges for Gas Service.

13 Amount Due by 04/21/2009 = \$154.23

Due date does not apply to unpaid balance arrearage.

Service Summary

Service Summary Notes

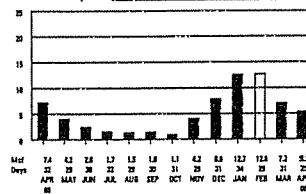
2 Service Location

Your next actual meter reading date is between 05/04/2009 - 05/09/2009

7

Meter Number	Meter Readings (29 Billing Days)
	Actual Reading on 4/7 7417
	Actual Reading on 3/9 = 7391
14 Gas Used (Mcf)	= 5.3

Gas Use History



Daily Comparisons

Month	Temp	Avg Daily Usage
Apr 09	52.7	0.2
Mar 09	41.0	0.2
Apr 08	45.6	0.2

Your Average Monthly Usage is 5.3 Mcf
Your Total Annual Usage is 63.1 Mcf

15

1 Payment Coupon

8 Amount Due by 4/21/2009 \$154.23

Term Me Over for more details about your account

Account Number

9 Payment Enclosed \$

Is your contact information on the back incorrect? Check this box and detail the correction on the reverse side.

Make check payable to:



P.O. Box 14241
Lexington, KY 40513-4241

COLUMBIA GAS
P O BOX 2200
LEXINGTON KY 40588-2200



1677354500100060000001542362621

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
 (Continued)



Account Number
17
 Statement Date
 04/07/2009
 Page 2 of 2
 4418

Legal Notices

Rate Schedule information about rate schedules is available upon request.

Bankruptcy Notices Mail to Columbia Gas of Kentucky, Revenue Recovery, 230 Civic Center Dr., Columbus, OH 43215

Other Correspondence (except payments) Mail to Columbia Gas of Kentucky, P.O. Box 2318, Columbus, OH 43216-2318

Safety Tips

Odor of Gas We add a distinctive odor to your natural gas to alert you to a leak in or around your home. If you smell an odor of gas:

1. Leave the building immediately. Leave the door open on your way out, and don't use light switches or matches.
2. Call our 24-hour emergency number from a nearby phone and wait for our service crew to arrive to explain the situation.

Call Before You Dig If you're planning a home construction or landscaping project, call Kentucky 811 at 811 at least 72 hours before you start to dig. A representative will mark the approximate location of underground utility lines on your property.

Employee Identification All of our employees and approved meter readers and contractors carry photo identification. If someone claims to represent the gas company, ask to see identification. Call the police if you see suspicious activity.

Detail of Charges for Gas Service

10	Customer Charge	\$9.30
11	Gas Delivery Charge	\$11.42
12	Gas Supply Cost 5.5 Mcf at \$10.12240 per Mcf	\$55.87
	Research & Development Factor	\$0.07
	Lax-Fay, Urban Govt. Franchise Fee	\$2.43
	School Tax	\$2.31

Service Charges Notes

The Customer Charge covers a portion of the fixed costs required to assure that natural gas service is available to your home. This amount is the same with each bill.
 Gas Delivery Charges are the costs of delivering the gas to retail customers. The charges for these services are regulated and must be purchased from the local distribution company.

Gas Supply Cost includes the cost of natural gas, interstate pipeline charges, and storage costs, and is passed through to customers at cost without markup.

Gas supply service may be purchased from a participating competitive gas supplier in the Customer CHOICE program.

AMRP Rider
 Energy Efficiency/ Conservation Rider

Energy Assistance Program Surcharge **\$0.29**

Total Charges for Service This Period \$81.49

5

Contact Information Corrections

If the mailing address or phone number are incorrect, please make the necessary corrections on the lines below.

Address _____

 City _____
 State _____ Zip code _____
 Home Phone () _____

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

(Continued)

33. CUSTOMER BILL FORMAT AND CONTENT - (Continued)

1. Bill Stub -

containing the amount due and due date. If you pay by mail, please tear off this portion, insert it in the envelope with our address showing on the outside, and return it with your payment. If you pay in person, please bring the entire bill with you.

2. Service Address -

the address where you receive our service.

3. Billing Summary -

an itemized record of charges and credits on your account starting with your previous balance and ending with your present balance.

4. Type of Service -

indicates your service classification and detail of gas service charges. Rates and explanations for your classification are available at our office on request.

5. Optional Services -

energy related services provided at the customer's request by Columbia Gas of Kentucky, Inc., or other entities for whom Columbia has agreed to bill.

6. Meter Information -

your next meter reading date.

7. Meter Number and Meter Readings -

Identifies the number of your individual meter and shows the previous and present meter readings on which your bill is based, the reading dates, and whether your meter reading was read or estimated. (Some meters are read every other month as a cost-saving measure.)

8. Mailing Address -

the name and address of the person responsible for payment of the bill.

(T) Text

DATE OF ISSUE: February 24, 2006

DATE EFFECTIVE: March 29, 2006

Issued by: J. W. Kelly

President

COLUMBIA GAS OF KENTUCKY, INC.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
(Continued)

33. CUSTOMER BILL FORMAT AND CONTENT - (Continued)

9. Customer Account Number -

identifies your account on our records. For more efficient service, please use it when you call or write us about your account.

10. Customer Charge and 11. Gas Delivery Charge or Customer Delivery Charge-

covers the costs required to ensure that natural gas service is available to your home or business and physically deliver natural gas to you. The Customer Charge or Customer Delivery Charge amount will be the same each billing period.

The Gas Delivery Charge amount will vary each month according to your gas usage.

12. Gas Supply Cost -

cost of natural gas itself plus the uncollectible gas cost charge. There is no mark-up on the price of gas; therefore, we make no profit on the gas cost. The total gas supply cost amount will vary as gas usage varies. If Customer chooses an alternative supplier, the supplier's name will also appear on the Customer's bill.

13. Due Date & Amount -

the date payment is due and the amount you should pay.

14. Gas Used -

the difference between the meter readings equals the amount of gas you used between the dates, shown in MCF. (1 MCF = 1000 cubic feet of gas.) A consumption history is also provided.

15. Message Area -

items of interest and concern may be included in the message area from time to time.

16. Columbia Gas Information -

for your convenience in contacting us, this is our address, office hours and phone number.

17. Back of Bill -

the back of your bill includes additional information about services, including an explanation and other information for customers.

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DATE OF ISSUE: May 1, 2009

DATE EFFECTIVE: May 31, 2009

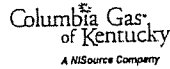
Issued by: Herbert A. Miller, Jr.

President

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

(Continued)

33a. CUSTOMER BILL FORMAT FOR EAP CUSTOMERS



Gas Bill
Residential Service

Account Number

Statement Date
03/25/2009
448

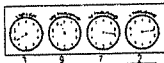
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How to Contact Us
1-800-432-4345
For DirectLink self-service 24 hours/day
For billing questions, call 8 a.m. - 5 p.m., Mon. - Fri. before due date
For quickest response, call 11 a.m. - 3 p.m., Tues. - Fri.
1-800-432-9515
For gas leaks or odor of gas 24 hours/day
Press option 2 after the greeting
711
For hearing-impaired relay
www.columbiagas.com
Click on DirectLink or Services for account information, online billing and payment services, financial assistance, and other useful tools.

Billing Options
Budget Payment Plan Reduce the impact of higher, unstable natural gas prices by spreading the cost of winter heating more evenly throughout the year. Know how much to expect to pay each month.

Payment Options
CheckFree E-bill Receive and pay bills online through CheckFree. Enroll at our Web site.

Gas Meter Information
Actual Reading A meter reader has read the meter. You're required to provide us access to read the meter at least once a year or risk shut-off. Please contact us to make arrangements if access is required.
Estimated Reading During the months we don't read the meter, we accurately estimate your reading based on the history of usage at the service address and normal temperatures for the billing period. We verify the reading the next time we read the meter to make sure you pay only for the energy you've used.
Gas Usage We measure your gas usage in Mcf (equal to 1,000 cubic feet).
How to Read the Meter When a pointer is between two numbers on a dial-type meter, read the smaller number except when the pointer is between 9 and 0. Record the reading on the dials from left to right.
Example:



Legal Notices
Rate Schedule Information about rate schedules is available upon request.
Bankruptcy Notices Mail to Columbia Gas of Kentucky, Revenue Recovery, 200 Civic Center Dr., Columbus, OH 43215
Other Correspondence (except payments) Mail to Columbia Gas of Kentucky, P.O. Box 2318, Columbus, OH 43216-2318

Columbia Gas of Kentucky
A NISource Company
P.O. Box 14241
Lexington, KY 40517-4241

Billing & Payment Summary

Customer Name	
Customer CHOICE Program	
Previous Amount Due on 03/10/2009	\$45.38
Payments Received by 03/10/2009	-\$45.38
Energy Assistance Pgm Credit	-\$135.00
Balance on 03/20/2009	=\$135.00CR
Charges for Gas Service This Period	+\$113.82

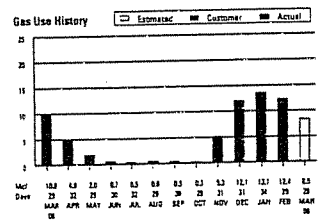
No Payment Due = \$21.18CR
No Automatic Bill Payment will be made by your Financial Institution.

Billing & Payment Notes
Foreign language interpreter service is available if you or someone you know prefers to speak with us in a native language. Whether talking with us by phone or in person during a service visit, we will connect you immediately with an interpreter who will work with you and our representative to answer your questions or schedule service. The service is also available 24 hours a day, seven days a week to report emergencies.
See back of bill for Detail of Charges for Gas Service.

Service Summary

Meter Number	2167
Meter Readings (23 Billing Days)	
Estimated Reading on 3/20	2082
Actual Reading on 3/19	-
Gas Used (Mcf)	8.5

Service Summary Notes
Your next actual meter reading date is between 04/16/2009 - 04/22/2009



Daily Comparisons
Avg Daily Avg Daily
Month Term Usage
Mar 09 42.1 0.3
Feb 09 34.6 0.4
Mar 08 38.4 0.2
Your Average Monthly Usage is 5.1 Mcf
Your Total Annual Usage is 61.5 Mcf

Payment Coupon

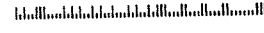
No Payment Due \$21.18CR
No Automatic Bill Payment will be made by your Financial Institution.

Turn Me Over for more details about your account.

Account Number

Is your contact information on the back incorrect? Check this box and detail the correction on the reverse side.
 I want to help neighbors in need by making a contribution to the WinterCare fund. Check this box and complete the form on the reverse side.

COLUMBIA GAS
P O BOX 2200
LEXINGTON KY 40568-2200



10591362001000600000000002621

DATE OF ISSUE: May 1, 2009

DATE EFFECTIVE: May 31, 2009

ISSUED BY: Herbert A. Miller, Jr.

President

COLUMBIA GAS OF KENTUCKY, INC.**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS**

(Continued)

34. SALES AGREEMENT (IS AND IUS RATE SCHEDULES)Form of Sale Agreement

Customer shall enter into a contract with company under company's standard form of Sales Agreement and customer shall designate thereon the rate schedule under which such service shall be rendered by Company. Such Sales Agreement shall be subject to the provisions contained in the designated rate schedule and the General Terms, Conditions, Rules and Regulations applicable thereto or any subsequent changes and revisions which are made in accordance with valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

Term

The term of the Sales Agreement executed by customer shall be for the period commencing with the initial delivery of gas through October 31 of the next succeeding year and from year-to-year thereafter until canceled by either customer or company giving written notice to the other no later than April 1, to become effective on November 1, of such year, unless otherwise provided in the applicable rate schedule.

Successors and Assigns

Any company which shall succeed by purchase, merger or consolidation substantially as an entirety, of Company or of Customer, as the case may be, and any Affiliated successor in Interest which shall acquire from Company the properties of Company used in rendering service to Customer, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Sales Agreement; and either party may assign or pledge the Sales Agreement under the provision of any mortgage, deed of trust, indenture of similar instrument which it has executed or may execute hereafter; provided, however, such mortgage, deed of trust, indenture or similar instrument shall cover the properties of such party as an entirety unless such party is an Affiliated successor in Interest as above; otherwise neither party shall assign the Sales Agreement or an of its rights thereunder unless it first shall have obtained the consent thereto in writing of the party.

Waiver of Default

No waiver by either party of any one or more defaults by the other in the performance of any provisions of the Sales Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

(Continued)

35. THEFT OF SERVICE

Company may terminate service to Customer without advance notice if it has evidence that Customer has obtained unauthorized service by illegal use or theft. Within twenty-four (24) hours after such termination, Company shall send written notification to Customer of the reasons for termination or refusal of service upon which Company relies, and of Customer's right to challenge the termination by filing a formal complaint with Commission. This right of termination is separate from and in addition to any other legal remedies which Company may pursue for illegal use or theft of service. Company shall not be required to restore service until Customer has complied with all tariff rules of Company and laws and regulations of Commission.

DATE OF ISSUE: June 1, 1993**DATE OF EFFECTIVE:** September 1, 1993**Issued by:** A. P. Bowman

Vice President - Regulatory Services

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

(Continued)

**ORIGINAL SHEET NOS. 85 THROUGH 88
RESERVED FOR FUTURE USE**

DATE OF ISSUE: June 1, 1993

DATE OF EFFECTIVE: September 1, 1993

Issued by: A. P. Bowman

Vice President - Regulatory Services

COLUMBIA GAS OF KENTUCKY, INC.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
APPLICABLE TO DELIVERY RATE SCHEDULES ONLY

1. DELIVERIES OF CUSTOMER-OWNED GAS

Subject to the limitations of Company's pipeline capacity in its system, Company will accept deliveries of Customer's gas at the point(s) of receipt, less applicable retainage, for redelivery to Customer's facilities, in Mcf. Such gas volumes delivered to Company and redelivered to Customer shall be limited to the annual and maximum daily transportation volumes for each facility or, at Company's discretion, lesser volumes if Customer's expected requirements are projected to be less than stated contract quantities. These volume levels shall represent the actual expected requirements of Customer's facilities and may be exceeded only with the prior consent of Company.

The volumes of Customer-owned gas transported by Company, including banked volumes, to Customer at its facilities during each monthly billing cycle will be considered the first gas through the meter, as explained in Section 4, herein.

2. AUTHORIZED DAILY VOLUME

Customers Authorized Daily Volume on any day consists of the sum of Customer's transported volumes (as determined herein) plus any contracted Daily Standby Service Volume the Customer has contracted for. Delivery of Customer's Authorized Daily Volume is firm, with no planned interruption, except as provided in Section 3 herein. Company may, but is not obligated, to provide additional gas volume that is in excess of the Authorized Daily Volume. These additional daily volumes shall be on a best efforts basis, and will be based on information available to Company. Consumption at Customer's facility in excess of the Authorized Daily Volume is interruptible service. In the event actual gas deliveries to Customer are in excess of the Authorized Daily Volume on any day on which the Company requires Customer to limit gas consumption to that Authorized Daily Volume, Customer shall be liable for all penalties, fines and charges incurred by Company as a result of Customer's deliveries in excess of its Authorized Daily Volume.

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 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 month by the number of days in that month.

The second part shall consist of volumes 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.

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: September 2007 Billing Cycle
(August 29, 2007)

Issued by: Herbert A. Miller, Jr.

President

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
APPLICABLE TO DELIVERY SERVICE RATE SCHEDULES ONLY**

(Continued)

3. INTERRUPTION

Notwithstanding the provisions of Section 2 herein, 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, civic disturbances, explosions, breakage or accidents to machinery or pipelines, freezing of wells or pipelines, partial or entire failure of such wells, or any other cause not otherwise provided for herein, whether of the kind herein enumerated or otherwise, not reasonably within the control of Company. All deliveries are also subject to complete or partial interruption whenever service to residential and other high priority Customers in the same local market area is threatened or to protect the integrity of Company's natural gas distribution system.

In addition, where a transportation Customer delivers gas to Company at a receipt point which is located in a local market area other than the local market area in which Customer's facilities are located, such delivery shall be considered a delivery by displacement. Company may interrupt deliveries by displacement, up to 100%, where such interruption is necessary to prevent Company from exceeding contractual limitations with its interstate pipeline suppliers, including, but not limited to, any Maximum Daily Delivery Obligation (MDDO), provided, however, that Company will use its best efforts to make deliveries by displacement, and provided, further, that Company will not interrupt deliveries by displacement pursuant to this paragraph unless

- (A) such interruption is necessary to enable Company to maintain deliveries to high priority Customers in the same local market area, or
- (B) Company's interstate pipeline supplier has directed Company to limit its deliveries to the applicable MDDO in order to enable the supplier to maintain firm deliveries on its pipeline system.

When Company interrupts deliveries pursuant to this section, Customer will pay Company \$25 per Mcf as a result of any failure by Customer to interrupt its usage when directed to do so plus all fines and penalties incurred by Company as a result of Customer's failure to interrupt.

4. SUSPENSION OF DELIVERIES DURING GAS SUPPLY EMERGENCIES

Refer to Sheet No. 57, Volumetric Limitations and Curtailment Provisions.

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: September 2007 Billing Cycle
(August 29, 2007)

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
APPLICABLE TO DELIVERY SERVICE RATE SCHEDULES ONLY
(Continued)**

5. BANKING AND BALANCING SERVICE

A. Election Customers must subscribe to the Banking and Balancing Service set forth on Rate Schedule DS and MLDS to be eligible for the provisions of this service described herein. Customers without daily metering equipment must subscribe to the Banking and Balancing Service. Daily usage and measurement can be obtained from an electronic meter device, or a charted meter device.

B. Cash-Out Customers who have installed daily metering equipment and who choose not to subscribe to Banking and Balancing Service will be placed on a daily cash-out provision, defined as follows. On days when Customer's deliveries are less than their usage, the Company will sell gas to the Customer at the current month's average indexed price, as reported in PLATTS *Gas Daily* in the monthly report titled "Prices of Spot of Gas Delivered to Pipelines", under the column heading "Index" for "Columbia Gas Transmissions Corp., Appalachia", adjusted for Columbia Gas Transmission Corporation's FTS Retainage and commodity charges, times 120%. On days when Customer's deliveries are greater than their usage, Company may, at its option, purchase the excess deliveries at the current month's average indexed price, as reported in PLATTS *Gas Daily* in the monthly report titled "Prices of Spot of Gas Delivered to Pipelines", under the column heading "Index" for "Columbia Gas Transmissions Corp., Appalachia", adjusted for Columbia Gas Transmission Corporation's FTS Retainage and commodity charges, times 80%.

C. Volume Bank Under the Banking and Balancing Service, Company has established a system to account for Customer's volumes received by Company but not delivered to Customer at its facilities during the same monthly billing cycle. Such undelivered volumes shall be called a volume bank and Customer shall be permitted to receive such banked volumes at a later date at Company's discretion. Customer will use its best effort to notify Company of a planned or expected significant change in its volume bank level before that change occurs. Customer may not utilize banked volumes during any period in which a consumption limitation or interruption has been imposed pursuant to Section 3 herein. The availability of Banking and Balancing Service under this Section is contingent upon the policies, practices, and procedures of Company's interstate pipeline suppliers. Company reserves the right to request Commission approval to modify the banking system, if the policies, practices, procedures of one or more of such interstate pipeline suppliers make it impracticable for Company to continue the Banking and Balancing Service system established herein.

D. Imbalances The total volume bank of Customer shall not at any time exceed a 'bank tolerance' of five percent (5%) of Customer's Annual Transportation Volume. If, at any time, Customer's volume bank exceeds the bank tolerance, Company will purchase the excess deliveries at the current month's average indexed price, as reported in PLATTS *Gas Daily* in the monthly report titled "Prices of Spot of Gas Delivered to Pipelines", under the column heading "Index" for "Columbia Gas Transmission Corp., Appalachia", adjusted for Columbia Gas Transmission Corporation's FTS Retainage and commodity charges, times 80%. In addition, if the Customer's exceeded bank tolerance causes the Company to incur a storage overrun penalty, Customer is subject their proportionate share of any pipeline penalty.

Any volumes of gas that are delivered by Company to Customer in any monthly billing cycle that are in excess of: (A) Customer's volume bank from the previous month, plus (B) any volumes delivered to Company by Customer for that billing cycle, plus (C) any Standby Service volumes available to Customer, shall be considered a deficiency in deliveries. All deficiencies in deliveries to Columbia will be billed to the Customer at the current month's average indexed price, as reported in PLATTS *Gas Daily* in the monthly report titled "Prices of Spot of Gas Delivered to Pipelines", under the column heading "Index" for "Columbia Gas Transmission Corp., Appalachia", adjusted for Columbia Gas Transmission Corporation's FTS Retainage and commodity charges, times 120%.

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: September 2007 Billing Cycle
(August 29, 2007)

Issued by: Herbert A. Miller, Jr.

President

**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
APPLICABLE TO DELIVERY SERVICE RATE SCHEDULES ONLY
(Continued)**

Company may also, on its own initiative, take such actions as are necessary to (1) immediately bring Customer's deliveries and consumption into balance or (2) reduce Customer's volume bank to a level which is equal or less than the bank tolerance permitted under this section. The Company further reserves the right to set limitations prior to, or during the course of a month, on how much gas can be scheduled by the Customer in an effort to control Customer's banking activity.

E. Balancing Service Interruption ("BSI") Customers without Daily Metering are subject to Columbia's issuance of Balancing Service Interruptions (BSIs) that will direct Customers or their Agent to schedule confirmed supply volumes to match Columbia's estimate of their daily usage adjusted for contracted standby sales quantities and/or any balancing service quantities that may be available from Columbia. Columbia shall provide a BSI percentage and direct Customers or their Agents to schedule confirmed supply volume equal to plus or minus 3% of the BSI percentage times the Customers' Maximum Daily Volume (MDV). This is referred to as the BSI volume. Balancing Service Interruptions may require the scheduling of a BSI volume in excess of Customers' MDV when forecasted operating conditions exceed the Company's design criteria. Failure to comply with a BSI will result in the billing of the charges below assessed against the BSI difference. The BSI difference is defined as the shortfall between the BSI volume and actual daily supply deliveries during a cold weather BSI, and the overage between the BSI volume and the actual daily supply deliveries during a warm weather BSI.

- (A) Twenty-five dollars (\$25) per Mcf times the BSI difference; and
- (B) The payment of all other charges incurred by Columbia as a result of Customer noncompliance on the date of the BSI difference.

Customers with Daily Metering are subject to Columbia's issuance of BSIs that will direct Customers or their Agents to adjust usage to match confirmed supply volumes or adjust confirmed supply to match usage adjusted for contracted standby sales quantities and/or balancing services quantities available from the Company. Failure to comply with a BSI will result in the billing of the following charges to the BSI difference, which is defined as the difference between the actual daily usage and the confirmed supply volume, plus or minus 3%:

- (A) Twenty-five dollars (\$25) per Mcf times the BSI difference; and
- (B) The payment of all other charges incurred by Columbia as a result of Customer noncompliance on the date of the BSI difference.

F. Monthly Bank Transfers Monthly bank transfers will be permitted between one Customer/Agent ("transferor") and another Customer/Agent ("transferee") located within the same Columbia Gas Transmission Market Area 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 Columbia Gas Transmission Market Areas 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.

G. Termination of Service In the event service hereunder is terminated, Company will deliver to Customer volumes of Customer's gas which Company is holding pursuant to this Volume Bank section during the three monthly billing cycles following the date of termination. However, should Customer fail to take delivery of its entire Volume Bank within the three-month period, Company may, at its option, retain and purchase the undelivered banked volumes. In addition, if Customer owes Company any outstanding gas transportation charges, or other charges which are due, Company may, at its option, offset said unpaid charges by retaining as necessary, banked volumes that would have otherwise been delivered to Customer upon termination of service. The value assigned to such retained bank volumes which are purchased or retained will be the cost of Company's least expensive gas supply at the time the gas was delivered to Company.

6. HEAT CONTENT ADJUSTMENT

When Company receives Customer's gas from an interstate pipeline on a dekatherm (one million Btu) 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, equal in heat content to the gas delivered to Company for the account of Customer. The average monthly heating value of gas measured and calculated by the pipeline which delivers Customer's gas to Company will be used each billing month to establish the heating value of the gas delivered by Company to Customer. However, if 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

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: September 2007 Billing Cycle
(August 29, 2007)

Issued by: Herbert A. Miller, Jr.

President

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
APPLICABLE TO DELIVERY SERVICE RATE SCHEDULES ONLY
(Continued)**

7. HEAT CONTENT ADJUSTMENT - (Continued)

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 provision will apply in the event either party elects to have gas samples taken:

- (A) The party requesting the sample(s) will pay all costs connected with obtaining the sample(s) and having the sample(s) analyzed.
- (B) The gas sample(s) shall be obtained at or in the vicinity of Customer's facilities during normal operating hours of the facilities.
- (C) The gas sample(s) will be analyzed at a Company testing facility or at a testing facility approved by Company.
- (D) 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.
- (E) Multiple samples taken during any billing month will be averaged to obtain a Btu value; that Btu value 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.
- (F) 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 saturated (wet) Btu value provided by the delivering pipeline for that month, otherwise the delivering pipeline's Btu value will be used.

8. MEASUREMENT AT POINT(S) OF RECEIPT WITH AN INTERSTATE PIPELINE

When Company receives Customer's gas at point(s) of receipt with an interstate pipeline, all measurement shall be performed in accordance with the terms of Company's agreement with that interstate pipeline.

9. QUALITY OF GAS DELIVERED TO COMPANY

Gas delivered by or on behalf of Customer to Company shall conform to interstate pipeline gas quality standards.

DATE OF ISSUE: September 28, 1993

DATE OF EFFECTIVE: November 1, 1993

Issued by: K. I. Shroyer

Vice President - Regulatory Services

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
APPLICABLE TO DELIVERY SERVICE RATE SCHEDULES ONLY
(Continued)**

10. BILLING

Company will render a statement of total gas delivered to Customer during the preceding billing month at the same time a statement of volumes transported is rendered, but no later than the 15th of the following month.

11. ADDITION AND REPLACEMENT OF FACILITIES

Where it is necessary, and if Customer agrees that it should be done, Company will construct additions, replacements or betterment of its distribution system or its facilities located at Customer's facility or at the point(s) of receipt in order to accommodate the volumes of gas to be delivered by Company. Company shall install such additions, replacements or betterment and bill Customer for the cost thereof. Such bill shall be accompanied by supporting data, in such detail as Customer may reasonably require. Subject to the foregoing, Customer specifically agrees to bear the full cost of the expense for such modifications of Company's distribution facilities and of any measurement or regulation facilities, including the placement and construction thereof, installed by Company or Company's agent which are required to accomplish either the receipt of Customer's volumes into Company or the delivery of Customer's volumes to its delivery point(s). Such facilities shall, however, remain the property of Columbia.

12. 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.

13. 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.

DATE OF ISSUE: September 28, 1993

DATE OF EFFECTIVE: November 1, 1993

Issued by: K. I. Shroyer

Vice President - Regulatory Services

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS
APPLICABLE TO DELIVERY SERVICE RATE SCHEDULES ONLY
(Continued)**

14. PROVISION FOR HUMAN NEEDS

Customers who are Human Needs Customers are required to either have installed alternate fuel equipment or contract with Company for Daily Firm Volumes of 100% of their gas requirements. This requirement shall not apply to any meter that serves only uses which are not classified as Human Needs Customers.

15. DELIVERY SERVICE AGREEMENT

Before commencing service hereunder, Customer shall execute a service agreement in the form such as that contained within this tariff. The service agreement shall set forth among other things:

- (A) the point(s) of receipt at which Company will accept delivery of Customer's gas;
- (B) the point(s) at which Company will redeliver gas to Customer's facilities;
- (C) Customer's maximum daily and annual transportation volumes; and
- (D) the specific services and levels of such services for which Customer has contracted.

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

**SALES AGREEMENT
FOR IS AND IUS
RATE SCHEDULES**

AGREEMENT made and entered into as of the _____ day of _____, 20__ by and between COLUMBIA GAS OF KENTUCKY, INC., a Kentucky Corporation (hereinafter called Seller), and _____, a _____ Corporation (hereinafter called Buyer).

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

SECTION 1. GAS TO BE SOLD

Seller hereby agrees to sell and deliver and Buyer hereby agrees to purchase and receive natural gas for use by Buyer in its operations at the delivery point specified herein and pursuant to the terms, conditions, and price stated in Seller's Rate Schedule(s) _____ on file with the Public Service Commission of Kentucky or any effective superseding Rate Schedule(s). The specific amounts contracted for herein shall be as follows:

Annual Volume*	Maximum Daily Volume*	Daily Firm Percentage	Daily Firm Volume*	Daily Interruptible Percentage	Daily Interruptible Volume*
_____	_____	_____ %	_____	_____ %	_____

* All Volumes in Mcf

SECTION 2. TERM

This agreement shall become effective on _____ and shall continue in effect until _____ and thereafter from year to year unless and until canceled by either Buyer or Seller giving written notice to the other no later than April 1, to become effective on November 1, of such year.

SECTION 3. DELIVERY POINT

The delivery point shall be at _____ (service address)

PCID # _____ PSID# _____

SECTION 4. NOTICES

Notices to Seller under this Agreement shall be addressed to it at:

and Notices to Buyer shall be addressed to it at:

SECTION 5. CANCELLATION OF PREVIOUS CONTRACTS

This Agreement supersedes and cancels, as of the effective date hereof, the Sales Agreement dated _____
The parties hereto have accordingly and duly executed this Agreement.

COLUMBIA GAS OF KENTUCKY, INC:

BUYER

Name (Print)

Name (Print)

Signature

Signature

Witness:

Witness:

Name (Print)

Name (Print)

Signature

Signature

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

COLUMBIA GAS OF KENTUCKY, INC.

**DELIVERY SERVICE AGREEMENT
FOR DS AND MLDS
RATE SCHEDULES**

CONTRACT NO:

Customer's Legal
Corporate Name: _____

Customer DBA: _____

Customer Group:(Name): _____ (Number) _____

Billing Address: _____
Street City State Zip

Telephone No. _____ Contact Person/Title _____

THIS AGREEMENT, made and entered into as of the ___ day of _____, 20___, by and between
COLUMBIA GAS OF KENTUCKY, INC., ("Company") and _____
("Customer").

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

SECTION 1. TRANSPORTATION SERVICE TO BE RENDERED. In accordance with the provisions of
the effective applicable transportation rate schedule of Company's Tariff, on file with the Public Service
Commission of Kentucky and the terms and conditions herein contained. Company shall receive the
quantities of gas requested by Customer to be transported and shall redeliver said gas to Customer's
facilities. the point(s) of receipt, Customer facility location, the applicable Rate Schedule, and the service
and levels of said services to be rendered, shall be set forth in Delivery Service Addendum of this
Agreement.

SECTION 2. INCORPORATION OF TARIFF PROVISIONS. This Agreement in all respects shall be
subject to the Company's Terms, Conditions, Rules and Regulations as contained in the tariff, 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. INTERRUPTION. Notwithstanding the provisions of Section 2 hereof, or any other
provisions of Columbia's Tariff to the contrary, service under this agreement is conditioned upon the
availability of capacity sufficient to provide the service without detriment or disadvantage to Columbia's
existing customers, or any subsequent new higher priority customers. Therefore, Columbia, in its sole
discretion, may interrupt deliveries of gas to Customer at any time

SECTION 4. REGULATION. This Agreement is contingent upon the receipt and continuation of all
necessary regulatory approvals and authorizations. This Agreement shall become void or expire, as
appropriate, if any necessary regulatory approval or authorization is not so received or continued.

SECTION 5. TERM. This Agreement shall become effective as of the first day of Customer's next billing
cycle following its execution and shall continue in effect thereafter for a minimum primary term of twelve
(12) months, until October 31, 20___, and thereafter from year to year unless and until canceled by either
Customer or Company giving written notice to the other no later than April 1, to become effective on
November 1 of such year.

SECTION 6. NOTICES. Any notices, except those relating to billing or interruption of service, required or
permitted to be given hereunder shall be effective only if delivered personally to an officer or authorized
representative of the party being notified, or if mailed by certified mail to the address provided in the
Delivery Service Addendum of this Agreement.

SECTION 7. CANCELLATION OF PRIOR AGREEMENTS. This Agreement supersedes and cancels,
as of the effective date hereof, all previous two party transportation agreements between the parties for
service to Customer's facilities served hereunder.

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

**h FORM OF SERVICE AGREEMENT
 FOR DELIVERY SERVICE DS AND MLDS
 RATE SCHEDULES (Continued)**

DELIVERY SERVICE ADDENDUM

Customer Name: _____
 Effective Billing Month/Year: _____
 Addendum to Service Agreement Dated: _____

A. Point(s) of Receipt into Columbia Gas of Kentucky

Point(s) of Receipt with Interstate Pipelines:
 1) Interstate Pipeline: _____
 2) Other Point(s) of Receipt: _____
 Meter No.: _____ Line No.: _____ County: _____

B. Facility Address:

PCID: _____
 PSID: _____

C. Type of Business	D. Rate and Service Selections and Alternate Fuel Data: To be completed by Customer. *Notice of change must be received on or before April 1, to be effective for the following November billing month.				
Description of Business: _____ _____	Delivery Rate Schedule: _____	Alternate Fuel Type: _____ Alternate Fuel %: _____	*Banking and Balancing Service <input type="checkbox"/> YES <input type="checkbox"/> NO	*Standby Service - Daily (Mcf) _____ (Subject to approval by Company)	*Standby Service - Annual (Mcf) _____ (Subject to approval by Company)

Customer Notices: (Mailing address for Contract) (Please Print)	Company Notices
Company Name:	Columbia Gas of Kentucky, Inc
dba (if applicable):	
Address:	
City, St, Zip:	
Attn:	Title:
Telephone #: () -	
Fax #: () -	
E-mail Address:	

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

CUSTOMER

COLUMBIA GAS OF KENTUCKY, INC.

By: _____
 (Signature)
 Printed: _____
 Title: _____

By: _____
 (Signature)
 Printed: _____
 Title: _____

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

GLOSSARY

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

Administrative Releases are capacity release transactions which are entered into to increase efficiency and reduce administration related to Columbia's purchase of certain system supplies.

Alternate Fuel Capabilities means Customer has installed alternate fuel equipment, access to other gas sources or has economically feasible access to other gas source.

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.

Annual Volume shall mean the estimated consumption for the Customer for a 12-month period, as determined by the Company

Authorized Daily Volume means the volume of gas on any day that Columbia would deliver to Customer with no planned interruption of that volume.

Billing Month is the period elapsed between consecutive monthly meter readings, whether actual or estimated.

Btu is one (1) British Thermal Unit.

Capacity Release means FERC Order 636 provides companies, which have contractual entitlement to firm interstate pipeline transportation capacity, the opportunity to release such capacity on a temporary or permanent basis for a fee.

Commercial Customer is a customer using gas service through a single meter in commercial activities such as apartment buildings, rooming and boarding dwellings, residential hotels, multi-family row housing, doubles, duplexes, combination commercial and residential accounts shall be considered commercial if commercial usage is half or more than half of the total service, and all other situations where gas is supplied to consumers in two or more dwelling units designed for the primary purpose of residences. Includes warehousing, distributing or selling commodities, providing professional services, wholesale and retail stores, offices, office buildings, hotels, clubs, lodges, associations, restaurants, warehouses, 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, private hospitals, private schools, churches, religious and charitable institutions, governmental agencies, or the like.

Commission is the Kentucky Public Service Commission.

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

GLOSSARY

Company is "Columbia Gas of Kentucky, Inc.," the entity who owns, controls, operates and manages facilities used in connection with the distribution or transportation of natural gas service.

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

Customer is any person, firm, corporation or body politic applying for or receiving service from the Company.

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

Customer's Facilities means the Customer's property, factories, and buildings where natural gas is being consumed.

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

Daily Firm Volume is the portion of an Interruptible Service Customers Maximum Daily Volume requirements that Customer has chosen to purchase under a published rate schedule from Company 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.

Day is a period of twenty-four (24) consecutive hours, beginning at 10:00 a.m.

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

Firm Sales Service Volumes means the portion of an Interruptible Service Customer's requirements that Customer has chosen to purchase gas under a published sales rate schedule from Company on a firm regular basis.

Human Needs refers to residential Customers and all Customers whose facilities are used for residential dwellings on either a permanent or temporary basis (such as, but not limited to, apartment buildings, correctional institutions, hospitals, nursing homes, hotels and motels).

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

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

GLOSSARY

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).

Maximum Daily Volume is the greatest volume of gas which Company shall be obligated to deliver to Customer and which Customer shall be entitled to receive from Company during any one day.

Mcf is the abbreviation for one thousand (1,000) cubic feet of gas.

Off-System Sales and exchanges are arrangements to sell gas to non-traditional customers. The term "off-system" is used because the transfer of title will occur at a point somewhere other than at Columbia's traditional customer meter locations.

Operational Sales are sales which are required during times of over supply to avoid other high costs such as pipeline penalties.

Opportunity Sales are sales which occur when prevailing market conditions, price volatility, system demand, and storage levels all combine to present opportunities to earn margins from off-system sales.

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

Residential Customer is a 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 that are metered separately.

Standby Service means a type of Backup Service available to DS and MLDS Customers which will make the contracted quantities of gas available at all times except when interruption is necessary due to force majeure conditions or where service to human needs Customers is threatened.

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

P.S.C. Ky. No. 5
Cancels P.S.C. Ky. No. 4

COLUMBIA GAS OF KENTUCKY, INC.

OF

LEXINGTON, KENTUCKY

RATES, RULES AND REGULATIONS FOR FURNISHING

NATURAL GAS

for the

Entire Service Area of the Company

Filed with PUBLIC SERVICE COMMISSION OF

KENTUCKY

ISSUED June 1, 1993

EFFECTIVE September 1, 1993

ISSUED BY Columbia Gas of Kentucky, Inc.

BY A. P. BOWMAN

Vice President

COLUMBIA GAS OF KENTUCKY, INC.

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DATE OF ISSUE: ~~May 1, 2009~~September 10, 2007
 DATE EFFECTIVE: ~~May 31, 2009~~August 29, 2007

Issued by: Herbert A. Miller, Jr. President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

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DATE OF ISSUE: ~~May 1, 2009~~ September 10, 2007
DATE EFFECTIVE: ~~May 31, 2009~~ August 29, 2007

Issued by: Herbert A. Miller, Jr. President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

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DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007



DATE OF ISSUE: September 12, 1995

DATE OF EFFECTIVE: November 1, 1995

Issued by: K. I. Shroyer

Vice President - Regulatory Services

Issued by authority of an Order of the Public Service Commission dated October 25, 1995.

COLUMBIA GAS OF KENTUCKY, INC.

CURRENTLY EFFECTIVE BILLING RATES

<u>SALES SERVICE</u>	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment^{1/}</u> <u>Demand</u> \$	<u>Commodity</u> \$	<u>Total Billing Rate</u> \$
<u>RATE SCHEDULE GSR (Effective First Year Only)</u>				
Customer <u>Delivery Charge</u> per billing period		<u>17.92-9.30</u>		<u>17.92-9.30</u>
Delivery Charge per Mcf	<u>1.46041-8715</u>	1.2343	8.8881	
<u>11.582841-9939</u>				
<u>RATE SCHEDULE GSR (Effective After First Year)</u>				
Customer <u>Delivery Charge</u> per billing period		<u>26.539-30</u>		<u>26.539-30</u>
Delivery Charge per Mcf	<u>0.0000-8715</u>	1.2343	8.8881	
<u>10.122441-9939</u>				
<u>RATE SCHEDULE GSO</u>				
<u>Commercial or Industrial</u>				
Customer Charge per billing period	<u>28.2823-96</u>			<u>28.28-23.96</u>
Delivery Charge per Mcf -				
First 50 Mcf or less per billing period	1.8715	1.2343	8.8881	11.9939
Next 350 Mcf per billing period	1.8153	1.2343	8.8881	11.9377
Next 600 Mcf per billing period	1.7296	1.2343	8.8881	11.8520
Over 1,000 Mcf per billing period	1.5802	1.2343	8.8881	11.7026
<u>RATE SCHEDULE IS</u>				
Customer Charge per billing period	<u>620.18547-37</u>			
<u>620.18547-37</u>				
Delivery Charge per Mcf				
First 30,000 Mcf per billing period	0.5467		8.8881 ^{2/}	9.4348
Over 30,000 Mcf per billing period	0.2905		8.8881 ^{2/}	9.1786
Firm Service Demand Charge				
Demand Charge times Daily Firm				
Volume (Mcf) in Customer Service Agreement		6.5672		6.5672
<u>RATE SCHEDULE IUS</u>				
Customer Charge per billing period	<u>331.50255-00</u>			<u>331.50255-00</u>
Delivery Charge per Mcf				
For All Volumes Delivered	<u>0.8729-0.5005</u>	1.2343	8.8881	<u>10.995310-7129</u>

1/ The Gas Cost Adjustment, as shown, is an adjustment per Mcf determined in accordance with the "Gas Cost Adjustment Clause" as set forth on Sheets 48 through 51 of this Tariff. The Gas Cost Adjustment applicable to a customer who is receiving service under Rate Schedule GS or IUS and received service under Rate Schedule SVGTS shall be \$8.1854 per Mcf only for those months of the prior twelve months during which they were served under Rate Schedule SVGTS

2/ IS Customers may be subject to the Demand Gas Cost, under the conditions set forth on Sheets 14 and 15 of this tariff.

DATE OF ISSUE: May ~~re~~ 12, 2009

DATE EFFECTIVE: May ~~re~~ 31, 2009
March 2009 Billing

ISSUED BY: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00036 dated February 27, 2009

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

CURRENTLY EFFECTIVE BILLING RATES

(Continued)

<u>TRANSPORTATION SERVICE</u>	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment^{1/}</u>		<u>Total Billing Rate</u> \$
		<u>Demand</u> \$	<u>Commodity</u> \$	
<u>RATE SCHEDULE SS</u>				
Standby Service Demand Charge per Mcf				
Demand Charge times Daily Firm				
Volume (Mcf) in Customer Service Agreement		6.5672		6.5672
Standby Service Commodity Charge per Mcf			8.8881	8.8881
<u>RATE SCHEDULE DS</u>				
Administrative Charge per account per billing period				55.90
Customer Charge per billing period ^{2/}				<u>620.18547.37</u>
Customer Charge per billing period (GDS only)				<u>28.2823.96</u>
Customer Charge per billing period (IUDS only)				<u>331.50255.00</u>
<u>Delivery Charge per Mcf^{2/}</u>				
First 30,000 Mcf	0.5467			0.5467
Over 30,000 Mcf	0.2905			0.2905
- Grandfathered Delivery Service				
First 50 Mcf or less per billing period				1.8715
Next 350 Mcf per billing period				1.8153
Next 600 Mcf per billing period				1.7296
All Over 1,000 Mcf per billing period				1.5802
- Intrastate Utility Delivery Service				
All Volumes per billing period				0. <u>87295905</u>
Banking and Balancing Service				
Rate per Mcf		0.0208		0.0208

RATE SCHEDULE MLDS

Administrative Charge per account each billing period				55.90
Customer Charge per billing period				200.00
Delivery Charge per Mcf				0.0858
Banking and Balancing Service				
Rate per Mcf		0.0208		0.0208

1/ The Gas Cost Adjustment, as shown, is an adjustment per Mcf determined in accordance with the "Gas Cost Adjustment Clause" as set forth on Sheets 48 through 51 of this Tariff.

2/ Applicable to all Rate Schedule DS customers except those served under Grandfathered Delivery Service or Intrastate Utility Delivery Service.

DATE OF ISSUE: May ~~1st~~², 2009

DATE EFFECTIVE: May ~~re^h~~³¹, 2009
 March 2009 Billing Cycle

ISSUED BY: Herbert A. Miller, Jr.

President

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

CURRENTLY EFFECTIVE BILLING RATES

~~THIS SHEET RESERVED FOR FUTURE USE~~

RATE SCHEDULE SVGTS

Billing Rate
\$

General Service Residential (Effective First Year Only)

Customer <u>Delivery</u> Charge per billing period	9.3017.92
Delivery Charge per Mcf	1.37151.4604

General Service Residential (Effective After First Year)

Customer Delivery Charge per billing period	26.53
Delivery Charge per Mcf	0.0000

General Service Other - Commercial or Industrial

Customer Charge per billing period	23.9628.28
Delivery Charge per Mcf -	
First 50 Mcf or less per billing period	1.8715
Next 350 Mcf per billing period	1.8153
Next 600 Mcf per billing period	1.7296
Over 1,000 Mcf per billing period	1.5802

Intrastate Utility Service

Customer Charge per billing period	225.00331.50
Delivery Charge per Mcf	\$ 0.59058729

RATE SCHEDULE SVGTS/RATE SCHEDULE PPS/RATE SCHEDULE NSS

Actual Gas Cost Adjustment ^{1/}

For all volumes per billing period per Mcf	\$ 2.0508
--	-----------

RATE SCHEDULE SVAS

Balancing Charge – per Mcf	\$ 1.1357
----------------------------	-----------

1/ The Gas Cost Adjustment is applicable to a customer who is receiving service under Rate Schedule SVGTS, Rate Schedule PPS or Rate Schedule NSS and received service under Rate Schedule GS, IS, or IUS for only those months of the prior twelve months during which they were served under Rate Schedule GS, IS or IUS.

DATE OF ISSUE: ~~May 1, 2009~~September 10, 2007

DATE EFFECTIVE: ~~May 31, 2009~~August 20, 2007

ISSUED BY: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-0008 dated August 29, 2007

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CURRENTLY EFFECTIVE BILLING RATES

THIS SHEET IS BEING ELIMINATED – INFORMATION HAS BEEN MOVED TO SHEET NO. 7

RATE SCHEDULE SVGTS Billing Rate
\$

General Service Residential

Customer Charge per billing period 9.30
Delivery Charge per Mcf 1.8715

General Service Other – Commercial or Industrial

Customer Charge per billing period 23.96
Delivery Charge per Mcf
First 50 Mcf or less per billing period 1.8715
Next 350 Mcf per billing period 1.8153
Next 600 Mcf per billing period 1.7296
Over 1,000 Mcf per billing period 1.5802

Intrastate Utility Service

Customer Charge per billing period 255.00
Delivery Charge per Mcf \$ 0.5905

Actual Gas Cost Adjustment^{4/}

For all volumes per billing period per Mcf \$ 2.0508

Rate Schedule SVAS

Balancing Charge per Mcf \$ 1.1357

^{4/} The Gas Cost Adjustment is applicable to a customer who is receiving service under Rate Schedule SVGTS and received service under Rate Schedule GS or IUS for only these months of the prior twelve months during which they were served under Rate Schedule GS or IUS.

DATE OF ISSUE: March 2, 2009 DATE EFFECTIVE: March 2, 2009

March 2009 Billing Cycle

ISSUED BY: Herbert A. Miller, Jr. President

GENERAL STATEMENT OF TERRITORY SERVED

BY COLUMBIA GAS OF KENTUCKY, INC.

APPLICABLE TO ALL RATE SCHEDULES

The service area of Company includes the following Kentucky communities:

Ashland	Greenup	Raceland
Bellefonte	Hindman	Ravenna
Catlettsburg	Inez	Russell
Cynthiana	Irvine	South Williamson
Flatwoods	Lexington	Versailles
Foster	Louisa	Warfield
Frankfort	Maysville	Washington
Fullerton	Midway	Winchester
Georgetown	Mt. Sterling	Worthington
Germantown	Paris	

and rural communities and areas served by Company in the Kentucky counties of:

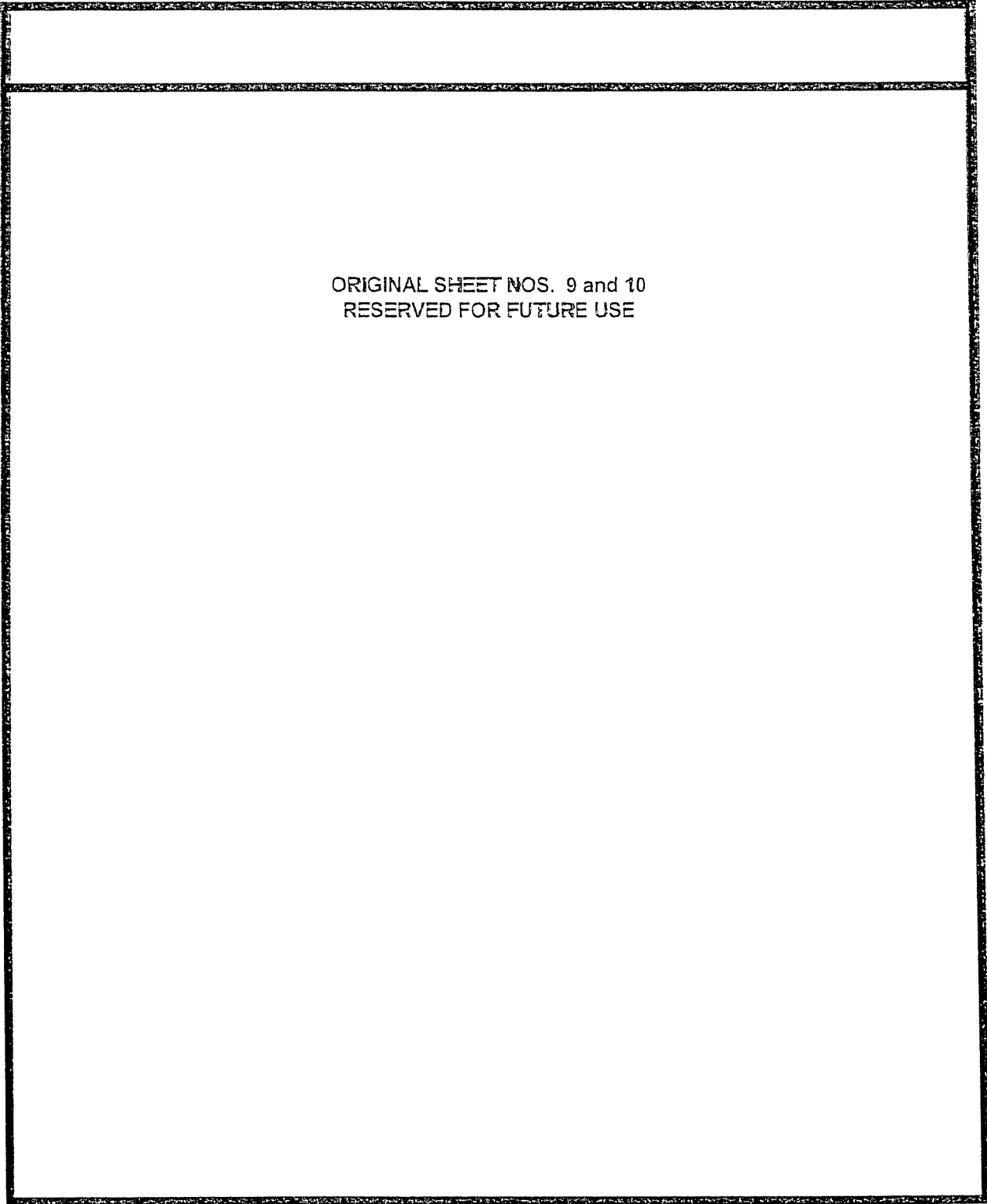
Bath	Harrison	Menifee
Bourbon	Jessamine	Montgomery
Boyd	Johnson	Morgan
Bracken	Knott	Nicholas
Carter	Lawrence	Owsley
Clark	Lee	Pendleton
Clay	Letcher	Perry
Estill	Lewis	Pike
Fayette	Madison	Robertson
Floyd	Magoffin	Scott
Franklin	Martin	Woodford
Greenup	Mason	

DATE OF ISSUE: June 1, 1993

DATE OF EFFECTIVE: September 1, 1993

Issued by: A. P. Bowman

Vice President - Regulatory Services



DATE OF ISSUE: June 1, 1993

DATE OF EFFECTIVE: September 1, 1993

Issued by: A. P. Bowman

Vice President - Regulatory Services

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL SERVICE (GS) AND GENERAL PROPANE SERVICE (GPS)
SALES SERVICE RATE SCHEDULES**

APPLICABILITY

Entire service territory of Company. See Sheet 8 for a list of communities.

AVAILABILITY OF SERVICE

Available to residential, commercial and industrial sales service customers.

See Sheet Nos. 53 through 56 for Temporary Volumetric Limitations and Curtailment provisions.

BASE RATES

Residential

Effective First Year Only

Customer Delivery Charge per billing period @ \$9.3017.92
Delivery Charge per Mcf @ \$1.97151.4604 per Mcf

Effective After First Year

Customer Delivery Charge per billing period @ \$26.53
Delivery Charge per Mcf @ \$0.0000 per Mcf

Commercial or Industrial

Customer Charge per billing period @ \$23.9928.28
Delivery Charge per Mcf -
First 50 or less Mcf per billing period @ \$ 1.8715 per Mcf
Next 350 Mcf per billing period @ \$ 1.8153 per Mcf
Next 600 Mcf per billing period @ \$ 1.7296 per Mcf
Over 1,000 Mcf per billing period @ \$ 1.5802 per Mcf

MINIMUM CHARGE

The minimum charge per billing period shall be the applicable Customer Delivery Charge for the Residential class and applicable Customer Charge for all other classes. If the meter reading or calculated consumption for the billing period is greater than zero then the minimum charge shall be increased by the Delivery Charge for a minimum of one Mcf per billing period.

GAS COST ADJUSTMENT

Gas sold under this rate schedule and rates as prescribed herein are subject to a Gas Cost Adjustment as stated on currently effective Sheet Nos. 48 through 51 of this tariff which are hereby incorporated into this rate schedule.

The charges set forth herein, exclusive of those pertaining to the minimum charge, shall be subject to a Gas Cost Adjustment, as shown on Sheet 5 of this tariff.

RIDER FOR NATURAL GAS RESEARCH & DEVELOPMENT

Volumes delivered to customers under this rate schedule are subject to a Rider for Natural Gas Research and Development as stated on Sheet No. 51e.

DATE OF ISSUE: ~~May 1, 2009~~September 10, 2007
DATE EFFECTIVE: ~~May 31, 2009~~August 29, 2007

Issued by: Herbert A Miller, Jr. President

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COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL SERVICE (GS) AND GENERAL PROPANE SERVICE (GPS)
RATE SCHEDULES
(Continued)**

ADJUSTMENTS AND RIDERS

Customers served under this Rate Schedule are subject to the currently effective Adjustments and Riders as prescribed on the Tariff Sheets set forth below and incorporated into this Rate Schedule:

- Gas Cost Uncollectible Rider – Sheet 50b
- Weather Normalization Adjustment – Sheet 51a
- Energy Assistance Program Surcharge – Sheet No. 51b (Applies to Residential Customers only)
- Rider for Natural Gas Research & Development – Sheet No. 51c
- Energy Efficiency Conservation Clause – Sheets 51d – 51g (Applies to Residential and Commercial Customers only)
- Rider AMRP – Sheet No. 58
- Rider POM – Sheet No. 59

WEATHER NORMALIZATION ADJUSTMENT

~~Gas sold to Residential and Commercial Customers under this rate schedule is subject to a Weather Normalization Adjustment as stated on currently effective Sheet No. 51a of this tariff which is hereby incorporated into this rate schedule.~~

ENERGY ASSISTANCE PROGRAM SURCHARGE

~~Gas sold to Residential Customers under this rate schedule and rates prescribed herein is subject to a Energy Assistance Program Surcharge as stated on currently effective Sheet No. 51b of this tariff which is hereby incorporated into this rate schedule.~~

LOCAL FRANCHISE FEE OR TAX

The above rates and minimum charge are subject to Local Franchise Fee or Tax as set forth on Sheet No. 52.

LATE PAYMENT PENALTY

Refer to the General Terms, Conditions, Rules and Regulations, Section 25.

OTHER PROVISIONS

Where a Customer has installed a gas light(s) for continuous street or outdoor lighting in lighting devices approved by Company and the gas used by such light(s) is unmetered, the gas consumed by such light(s) shall be assumed to be two thousand (2,000) cubic feet per month when the Btu/hour input rating for such light(s) is 2,700 or less. For each additional 1,350 Btu/hour input or fraction thereof, the assumed consumption shall be increased by one thousand (1,000) cubic feet per month. Such assumed consumption shall be billed under the rates contained herein or, if in combination with

DATE OF ISSUE: ~~January 30, 2003~~ May 1, 2009

DATE EFFECTIVE: ~~March 1, 2003~~ May 31, 2009

Issued by: Herbert A. Miller, Jr. J. W. Kelly

Vice-President

~~Issued by authority of an Order of the Public Service Commission in Case No. 2002-00145 dated December 13, 2002~~



COLUMBIA GAS OF KENTUCKY, INC.

metered usage under this rate schedule, shall be added to the Customer's metered usage and the total billed under the rates contained herein.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

Service furnished under this rate schedule is subject to Company's Rules and Regulations and to all applicable rate schedules.

DATE OF ISSUE: ~~January 30, 2003~~ May 1, 2009

DATE EFFECTIVE: ~~March 1, 2003~~ May 31, 2009

Issued by: Herbert A. Miller, Jr. J. W. Kelly

Vice-President

Issued by authority of an Order of the Public Service Commission in Case No. ~~2002-00145~~ dated December 13, 2002

COLUMBIA GAS OF KENTUCKY, INC.

**INTERRUPTIBLE SERVICE (IS)
SALES SERVICE RATE SCHEDULE**

APPLICABILITY

Entire service territory of Company. See Sheet No. 8 for a list of communities

AVAILABILITY OF SERVICE

This interruptible sales service rate schedule is available in the territory served by Company to any Customer having normal annual usage of not less than 25,000 Mcf at any location when:

- (1) Company's existing facilities are sufficient to provide the quantities of gas requested by said Customer, and
- (2) Customer executes a Sales Agreement for the purchase of:
 - (a) a specified Daily Firm Volume, contracted for under Firm Service, which shall be 0 - 100% of the Customer's Maximum Daily Volume requirements, and
 - (b) a specified Daily interruptible Volume, and
 - (c) Customer has signed a statement acknowledging the fact that its service, not specified in (a) above, is subject to interruption and that Customer is aware that Company has no obligation to serve during times of interruption.

See Sheet Nos. 53 through 56 for Temporary Volumetric Limitations and Curtailment provisions.

CHARACTER OF SERVICE

Firm Service -The Daily Firm Volume of Customer will be contracted for by Company from its supplier(s) and no curtailment of this firm volume is planned, considering availability thereof from its supplier(s). However, in the event of emergencies, shortages of gas, or force majeure, Company reserves the right to curtail the Daily Firm Volume of Customer without incurring any liability for any loss, cost, damage, injury or expenses that may be sustained by Customer by reason of any such curtailment. It is understood that Company's primary obligation is to its domestic markets.

The Daily Interruptible Volume shall be on an interruptible basis only and Company shall have the right to interrupt deliveries of gas hereunder whenever, and to the extent needed, such action is, in its sole judgment, necessary to protect the Maximum Daily Volume of delivery currently contracted for by Company, as available from its supplier(s) or to protect the integrity of Company's natural gas distribution system. The Company shall give the Customer as much advance notice as possible of interruption hereunder. It is understood that the Company will not include in any contractual commitment with its supplier(s) any volumes required to supply Customer's Daily Interruptible Volume.

Customer may enter into a full sales agreement with the Company under this rate schedule, with the

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

INTERRUPTIBLE SERVICE (IS)

RATE SCHEDULE

(Continued)

CHARACTER OF SERVICE (continued)

provision that the Customer may not concurrently contract with the Company for Delivery Service under Rate DS. The full sales agreement is subject to a minimum contract period of one (1) year as set forth in the General Terms, Conditions, Rules and Regulations, Section 34.

BASE RATES

Customer Charge

\$~~620.18~~547.37 per billing period

Delivery Charge per Mcf -

First 30,000 Mcf per billing period

@ \$ 0.5467 per Mcf

Over 30,000 Mcf over billing period

@ \$ 0.2905 per Mcf

MINIMUM CHARGE

The minimum charge each billing period for gas delivered or the right of the Customer to receive same shall be the sum of the Customer Charge of \$~~620.18~~547.37, plus the Customer Demand Charge as contracted for under Firm Service. (Daily Firm Volume as specified in the Customer's service agreement multiplied by the demand rate (See Sheet No. 5).

In the event of monthly, seasonal or annual curtailment due to gas supply shortage, the demand charge shall be waived when the volume made available is less than 110% of the Daily Firm Volume multiplied by thirty (30). In no event will the minimum charge be less than the Customer charge.

If the delivery of firm volumes of gas by Company is reduced, due to peak day interruption in the delivery of gas by Company or complete or partial suspension of operations by Customer resulting from force majeure, the Minimum Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service and complete or partial suspension of Customer's operation bears to the total number of days in the billing period. Provided, however, that in cases of Customer's force majeure, the Minimum Charge shall not be reduced to less than the Customer Charge.

RIDER FOR NATURAL GAS RESEARCH & DEVELOPMENT

~~Volumes delivered to customers under this rate schedule are subject to a Rider for Natural Gas Research and Development as stated on Sheet No. 51c.~~

GAS COST ADJUSTMENT

Except as otherwise provided herein, gas sold under this rate schedule and rates as prescribed herein are subject to the Gas Cost Adjustment, including the Commodity and Demand components, as stated on currently effective Sheet Nos. 48 through 51 herein, which are hereby incorporated into this rate schedule.

For a Customer who enters into a full sales agreement under this rate schedule after September 1, 1995, the Gas Cost Adjustment shall consist of the Expected Commodity Cost of Gas, as defined in paragraph 1 (a) of Sheet No. 48 herein, and shall not be adjusted to reflect the supplier Refund Adjustment (RA), the Actual Cost Adjustment (ACA), or the Balancing Adjustment (BA) for a period of one year from the

DATE OF ISSUE: ~~May 1, 2009~~September 10, 2007

DATE EFFECTIVE: ~~May 31, 2009~~August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

effective date of the Customer's agreement. At the end of that one-year period, any gas purchased by the Customer under that agreement shall be subject to the Commodity Cost of Gas, including all appropriate adjustments, as defined in Sheet Nos. 48 and 49.

DATE OF ISSUE: ~~May 1, 2009~~ ~~September 10, 2007~~

DATE EFFECTIVE: ~~May 31, 2009~~ ~~August 29, 2007~~

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

**INTERRUPTIBLE SERVICE (IS)
RATE SCHEDULE
(Continued)**

GAS COST ADJUSTMENT (Continued)

~~paragraph 1 (a) of Sheet No. 43 herein, and shall not be adjusted to reflect the supplier Refund Adjustment (RA), the Actual Cost Adjustment (ACA), or the Balancing Adjustment (BA) for a period of one year from the effective date of the Customer's agreement. At the end of that one-year period, any gas purchased by the Customer under that agreement shall be subject to the Commodity Cost of Gas, including all appropriate adjustments, as defined in Sheet Nos. 48 and 49.~~

Gas Sales purchased under this rate schedule that are within the Customer's specified Daily Firm Volume as contracted for under Firm Service are subject to the Commodity Cost of Gas, including all appropriate adjustments, as stated on currently effective Sheet Nos. 48 through 51 herein.

The charges set forth herein, exclusive of those pertaining to Customer charges, shall be subject to a Gas Cost Adjustment as shown on Sheet No. 5 of this tariff.

ADJUSTMENTS AND RIDERS

Customers served under this Rate Schedule are subject to the currently effective Adjustments and Riders as prescribed on the Tariff Sheets set forth below and incorporated into this Rate Schedule:

- Gas Cost Uncollectible Charge – Sheet 50b
- Rider for Natural Gas Research & Development –Sheet No. 51c
- Rider AMRP – Sheet No. 58
- Rider POM – Sheet No. 59

LOCAL FRANCHISE FEE OR TAX

The monthly bill to Customers served under this rate schedule is subject to the Local Franchise Fee or Tax as set forth on Sheet No. 52.

LATE PAYMENT PENALTY

Refer to the General Terms, Conditions, Rules and Regulations, Section 25.

PENALTY CHARGE FOR FAILURE TO INTERRUPT

On any day when Customer has been given timely notice by Company to interrupt, any quantity of gas taken in excess of the quantity specified to be made available on that day shall be subject to a charge of twenty-five dollars (\$25) per Mcf for all volumes taken in excess of one hundred three percent (103%) of the volumes specified to be made available on such day by Company. The penalty charge for failure to interrupt shall be in addition to the charges specified in this rate schedule. Customer shall be liable for any personal injury or damage to the property of Company or third parties which results from Customer's failure to interrupt, and Customer shall indemnify and hold Company harmless with respect to such injuries or damages.

PAYMENT FOR UNAUTHORIZED TAKES

Gas taken on any day in excess of one hundred three percent (103%) of the specified Maximum Daily

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Text to
Sheet
No. 14



DATE OF ISSUE: ~~May 1, 2009~~September 10, 2007

DATE EFFECTIVE: ~~May 31, 2009~~August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

Volume set forth in the Sales Agreement shall constitute unauthorized takes unless prior approval for additional volumes has been granted by Company. The sum of all such unauthorized takes in a billing month shall be billed at the rate of twenty-five dollars (\$25) per Mcf for gas so taken. Payment for such unauthorized takes shall be in addition to the charges specified in this rate schedule. Customer

DATE OF ISSUE: ~~May 1, 2009~~~~September 10, 2007~~

DATE EFFECTIVE: ~~May 31, 2009~~~~August 29, 2007~~

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

**INTERRUPTIBLE SERVICE (IS)
RATE SCHEDULE
(Continued)**

PAYMENT FOR UNAUTHORIZED TAKES (Continued)

shall be liable for any personal injury or damage to the property of Company or third parties which results from Customer's unauthorized takes, and shall indemnify and hold Company harmless with respect to such injuries or damages. Company reserves the right, for good cause shown, to waive the penalty payment of twenty-five dollars (\$25) per Mcf for unauthorized takes. Should Customer wish to take gas in excess of its authorized Maximum Daily Volume and avoid penalty payment, Customer shall request permission for a specified volume from Company at least twenty - four (24) hours in advance of the beginning of the day such volumes are needed. Company reserves the right to grant permission to Customer giving less than twenty - four (24) hour advance notice for a specified volume from Company.

RE-ENTRY FEE

Company will impose a Re-entry Fee, subject to Commission approval, for any IS Customer who has terminated tariff service and wishes to reestablish service within twelve months of termination. The Re-entry Fee will be equivalent to the charges Company incurred to make firm service available to Customer. Upon showing of good cause, Company may waive this fee.

AVAILABILITY OF EXCESS GAS

In the event Customer shall desire to purchase on any day gas in excess of Customer's specified Maximum Daily Volume, Customer shall inform Company and if Company is able to provide such excess gas required by Customer, Company shall make such excess gas available at the Base Rate Commodity Charge plus applicable gas cost.

If such excess gas cannot be made available to Customer from Company's own operations, Company may, on advance notice from Customer received twenty-four (24) hours prior to the beginning of the day the excess gas is needed, comply with such request to the extent that excess gas is temporarily available from Company's gas supplier(s). Such excess volume taken shall be paid for at Company's supplier's appropriate excess rate plus Company's Base Rate Commodity Charge.

When Customer has been notified to interrupt deliveries, Customer may request excess gas and to the extent gas can be obtained from Company's supplier, Customer shall pay the Company's supplier's appropriate excess rate plus Company's base rate commodity charge for all such volumes taken which would otherwise not be available.

MEASUREMENT BASE

Refer to the General Terms, Conditions, Rules and Regulations, Section 17.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

Service furnished under this rate schedule is subject to Company's Rules and Regulations and to all applicable rate schedules.

DATE OF ISSUE: November 10, 1994

DATE OF EFFECTIVE: November 1, 1994

Issued by: K. I. Shroyer

Vice President - Regulatory Services

Issued by authority of an Order of the Public Service Commission in Case No. 94-179, dated November 1, 1994.

COLUMBIA GAS OF KENTUCKY, INC.

**STANDBY SERVICE (SS)
RATE SCHEDULE**

APPLICABILITY

Entire service territory of Company. See Sheet No. 8 for a list of communities.

AVAILABILITY OF SERVICE

This rate schedule is available to any Customer throughout the territory served by Company provided:

- (1) Customer is taking service under Rate Schedule DS (including GDS and IUDS) or MLDS,
- (2) Customer has executed a Delivery Service Agreement or an Addendum to its Delivery Service Agreement providing for the purchase of a specified level of Standby Service volumes,
- (3) The Company's distribution facilities have sufficient capacity and the Company has adequate gas supply to provide the quantities of gas requested by the Customer, and
- (4) Gas sold under this Rate Schedule shall not be resold or used off the Customer's premises.

See Sheet Nos. 53 through 56 for Temporary Volumetric Limitations and Curtailment provisions.

CHARACTER OF SERVICE

The Standby Service volume of Customer will be contracted for by Company from its supplier(s) and no curtailment of this firm volume is planned, considering availability thereof from its supplier(s). However, in the event of emergencies, shortages of gas, or force majeure, company reserves the right to curtail the Standby Service volume of Customer without incurring any liability for any loss, cost, damage, injury or expenses that may be sustained by Customer by reason of any such curtailment. It is understood that the Company's primary obligation is to its domestic markets.

The Company retains the right to refuse the requested Standby Service volume if the Company determines, in its sole discretion, that it does not have adequate gas supplies or transportation capacity to provide the service over the life of the contract.

STANDBY SERVICE RATES

Demand Charge - The Standby Service volume is subject to the Standby Service Demand Charge as shown on Sheet No. 6.

Commodity Charge - All Standby Service volumes delivered to Customer under this rate schedule that are within the Customer's specified Standby Service volume under this rate schedule will be billed at the Commodity Cost of Gas, including all appropriate adjustments, as stated on Sheet No. 6 of this tariff.

Customer shall also pay the applicable delivery charge on all Standby Service volumes delivered as shown on Sheet No. 6.

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

STANDBY SERVICE (SS)
RATE SCHEDULE
(Continued)

LOCAL FRANCHISE FEE OR TAX

The monthly bill to Customers served under this rate schedule is subject to the local Franchise Fee or Tax as set forth on Sheet No. 52.

LATE PAYMENT PENALTY

Refer to the General Terms, conditions, Rules and Regulations, Section 25.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

Service furnished under this rate schedule is subject to Company's Rules and Regulations and to all applicable rate schedules.

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

PRICE PROTECTION SERVICE (PPS)
SALES SERVICE RATE SCHEDULE

~~FIRST REVISED SHEET NOS. 19 THROUGH 21~~
~~RESERVED FOR FUTURE USE~~

—(C) Change

APPLICABILITY

Entire service territory of Columbia Gas of Kentucky. See Sheet No. 8 for a list of communities.

AVAILABILITY

Available to any customer that meets the following requirements:

- (1) Customer executes a contract with the Company for a minimum term of 1 year. The contract will include the price the customer will be charged for gas commodity...
- (2) Customer has normal annual usage requirements of less than 25,000 Mcf at any delivery point, and
- (3) Customer is currently a customer under the GS, IN6, or IUS Rate Schedule or in the case of a new customer would be considered a GS customer.

CHARACTER OF SERVICE

Service provided under this tariff shall be considered firm service.

DELIVERY CHARGE

The Delivery Charge shall be the currently effective Base Rate Charges for the applicable Rate Schedule GSR, Rate Schedule GSO or Rate Schedule IUS as set forth below:

General Service Residential – Tariff Sheet No. 11

General Service Other – Commercial or Industrial – Tariff Sheet No. 11

Intrastate Utility Service – Tariff Sheet No. 22

DATE OF ISSUE: ~~May 1, 2009~~ November 10, 1994

DATE OF EFFECTIVE: ~~May 31, 2009~~ November 1, 1994

Issued by: Herbert A. Miller, Jr. K.-I. Shroyer—

Vice-President—Regulatory Services

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COLUMBIA GAS OF KENTUCKY, INC.**PRICE PROTECTION SERVICE (PPS)**
SALES SERVICE RATE SCHEDULE**(Continued)****GAS COST****For Customers electing the Fixed Price option:**

The applicable fixed price for the initial election shall be that price posted by the Company as its "Fixed Price" for the month in which the Customer makes its service election. In the event the service is automatically extended as provided in this Rate, the applicable Fixed Price for each annual extension shall be the price posted by the Company as its Fixed Price in the month prior to the first month of the new service term.

To the extent the Company offers a series of fixed prices which vary based on customer consumption patterns, the electing Customer shall receive the Fixed Price based upon the consumption pattern that best approximates its consumption pattern in the prior twelve months. The "Fixed Price" shall apply throughout the service term.

For Customer electing the Index Price option:

The applicable index price for the initial election shall be that price posted by the Company as its "Index Price", such price shall include the variable index to be used and the amount that will be added to that index to determine the monthly price.

MINIMUM CHARGE

The minimum charge per billing period shall be as stated on the applicable Rate Schedule GSR, GSO, or IUS.

GAS COST ADJUSTMENT

The customers served under PPS shall be excluded from the GCA. Each month the GCA will be credited for the projected requirements for PPS (defined as the annual estimated demand of the PPS customers divided by 365, multiplied by the number of days in the month) multiplied by the Company's monthly weighted average cost of gas (WACOG). The WACOG shall be calculated as all flowing supplied purchased for the month excluding storage.

ADJUSTMENTS AND RIDERS

Customers served under this Rate Schedule are subject to the currently effective Adjustments and Riders as prescribed on the Tariff Sheets set forth below and incorporated into this Rate Schedule:

DATE OF ISSUE: ~~May 1, 2009~~ November 10, 1994**DATE OF EFFECTIVE:** ~~May 31, 2009~~ November 1, 1994**Issued by:** ~~Herbert A. Miller, Jr.~~ K. I. Shroyer

Vice-President—Regulatory Services

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COLUMBIA GAS OF KENTUCKY, INC.

PRICE PROTECTION SERVICE (PPS)
SALES SERVICE RATE SCHEDULE

(Continued)

ADJUSTMENTS AND RIDERS (continued)

Weather Normalization Adjustment – Sheet No. 51a

Energy Assistance Program Surcharge – Sheet No. 51b (Applies to Residential Customers only)

Rider for Natural Gas Research & Development – Sheet No. 51c

Energy Efficiency Conservation Clause – Sheets 51d – 51g (Applies to Residential and Commercial Customers only)

Rider AMRP – Sheet No. 58

Rider POM – Sheet No. 59

ACTUAL GAS COST ADJUSTMENT

Volumes delivered to all customers under this rate schedule are subject to the sum of the Refund Adjustment, SAS Refund Adjustment, Actual Cost Adjustment, Balancing Adjustment and Gas Cost Incentive Adjustment set forth on Sheet 48. A customer who is or has been receiving service under this tariff shall be responsible for this adjustment only for those months of the prior twelve months during which they were served under a sales service tariff.

LOCAL FRANCHISE FEE OR TAX

To the extent applicable, the above rates and charges are subject to Local Franchise Fee or Tax as set forth on Sheet No. 52.

LATE PAYMENT PENALTY

Late payment penalties shall apply to service under this rate schedule as provided in the General Terms, Conditions, Rules and Regulations, Section 25.

OTHER PROVISIONS

Where a Customer has installed a gas light(s) for continuous street or outdoor lighting in lighting devices approved by Company and the gas used by such light(s) is unmetered, the gas consumed by such light(s) shall be assumed to be two thousand (2,000) cubic feet per month when the Btu/hour input rating for such light(s) is 2,700 or less. For each additional 1,350 Btu/hour input or fraction thereof, the assumed consumption shall be increased by one thousand (1,000) cubic feet per month. Such assumed consumption shall be billed under the agreement Customer has with the Company for metered consumption and shall be added to the Customer's metered usage and the total billed according to the rates contained herein.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

Service furnished under this Rate Schedule is subject to Columbia's General Terms, Conditions, Rules and Regulations applicable to all Rate Schedules.

DATE OF ISSUE: ~~May 1, 2009~~ November 10, 1994

DATE OF EFFECTIVE: ~~May 31, 2009~~ November 1, 1994

Issued by: ~~Herbert A. Miller, Jr.~~ K. I. Shroyer

~~Vice-President—Regulatory Services~~



COLUMBIA GAS OF KENTUCKY, INC.

**INTRASTATE UTILITY SALES SERVICE (IUS)
RATE SCHEDULE**

APPLICABILITY

Entire service territory of Company. See Sheet No. 8 for a list of communities.

AVAILABILITY OF SERVICE

Available for service to intrastate utilities purchasing gas for resale for consumption solely within the Commonwealth of Kentucky when:

- (1) Company's existing facilities have sufficient capacity and gas supply to provide the quantities of gas requested by said Customer, and
- (2) Customer has executed a Sales Agreement with Company specifying, among other things, a Maximum Daily Volume.

CHARACTER OF SERVICE

Gas delivered by Company to Customer under this rate schedule shall be firm and shall not be subject to curtailment or interruption, except as provided in Section 32 of the General Terms, Conditions, Rules and Regulations.

BASE RATE

Customer Charge per billing period	\$331.50255.00
Delivery Charge per Mcf --	
For all gas delivered each billing period \$0.87295905 per Mcf.	

MINIMUM CHARGE

The minimum charge shall be the Customer Charge.

GAS COST ADJUSTMENT

Gas sold under this rate schedule and rates as prescribed herein are subject to a Gas Cost Adjustment as stated on currently effective Sheet Nos. 48 through 51, which are hereby incorporated into this rate schedule.

The charges set forth herein, exclusive of those pertaining to the Customer Charge, shall be subject to a Gas Cost Adjustment as shown on Sheet No. 5 of this tariff.

RIDER FOR NATURAL GAS RESEARCH & DEVELOPMENT

~~Volumes delivered to customers under this rate schedule are subject to a Rider for Natural Gas Research and Development as stated on Sheet No. 51c.~~

DATE OF ISSUE: ~~May 1, 2009~~September 10, 2007

DATE EFFECTIVE: ~~May 31, 2009~~August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

ADJUSTMENTS AND RIDERS

Customers served under this Rate Schedule are subject to the currently effective Adjustments and Riders as prescribed on the Tariff Sheets set forth below and incorporated into this Rate Schedule:

- Gas Cost Uncollectible Charge – Sheet 50b
- Rider for Natural Gas Research & Development –Sheet No. 51c
- Rider AMRP – Sheet No. 58
- Rider POM – Sheet No. 59

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DATE OF ISSUE: ~~May 1, 2009~~September 10, 2007

DATE EFFECTIVE: ~~May 31, 2009~~August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

**INTRASTATE UTILITY SERVICE (IUS)
RATE SCHEDULE
(Continued)**

LATE PAYMENT PENALTY AND TERMINATION OF SERVICE

A Late Payment Penalty of five percent (5%) may be assessed, only once on any bill for rendered services, if a Customer fails to pay bill by the due date shown on Customer's bill. Any payment received will first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

If such failure to pay on the part of Customer continues for thirty (30) days after payment is due, Company may, after application to and authorization by the Commission, suspend further delivery of gas. This Late Payment Penalty may continue until authorization is received from the Commission to suspend deliveries. Company shall not be required to resume deliveries of gas until Customer has paid all amounts owed Company and has provided a cash deposit to secure payments of bills in an amount not to exceed two-twelfths (2/12) of Customer's estimated annual bill.

If prior to the due date of payment, Customer in good faith disputes the bill in part or total, and pays to Company such amounts as it concedes to be correct, and at any time thereafter within ten (10) days of a demand made by Company, furnishes a surety bond in an amount and with surety satisfaction to Company, guaranteeing payment to Company of the amount ultimately found due upon such bills after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Company shall not be entitled to suspend further delivery of gas unless and until default be made in the conditions of such bond.

TERM

The period of time to be covered by the Sales Agreement shall be determined by agreement between Customer and Company, but shall not exceed twenty (20) years; provided, however, that where the Sales Agreement supersedes or cancels an existing contract, Company may require that the term of the Sales Agreement shall not be less than the unexpired portion of the term contained in the superseded or canceled contract. The initial term of the Sales Agreement executed by Customer under this rate schedule shall be for the period specified in the Sales Agreement, which shall continue in effect from year to year thereafter until canceled by either Customer or Company by giving written notice to the other no later than March 1 of any year that the agreement is to be terminated, effective November 1, of such year.

In the event any portion of Customer's gas requirements is provided by Company from local sources, the depletion of such local sources of supply shall relieve Company from the obligation to deliver hereunder such portion of Customer's gas requirements; provided, however, that Customer shall have the right to extend its facilities to Company's nearest available source of adequate gas supply, in which event Company shall be obligated to continue service to Customer under this rate schedule.
(C) Change

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DATE OF ISSUE: November 10, 1994

DATE OF EFFECTIVE: November 1, 1994

Issued by: K. I. Shroyer

Vice President - Regulatory Services

Issued by authority of an Order of the Public Service Commission in Case No. 94-179, dated November 1, 1994.

INTRASTATE UTILITY SERVICE (IUS)
RATE SCHEDULE
(Continued)

MEASUREMENT BASE

Refer to the General Terms, Conditions, Rules and Regulations, Section 17.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

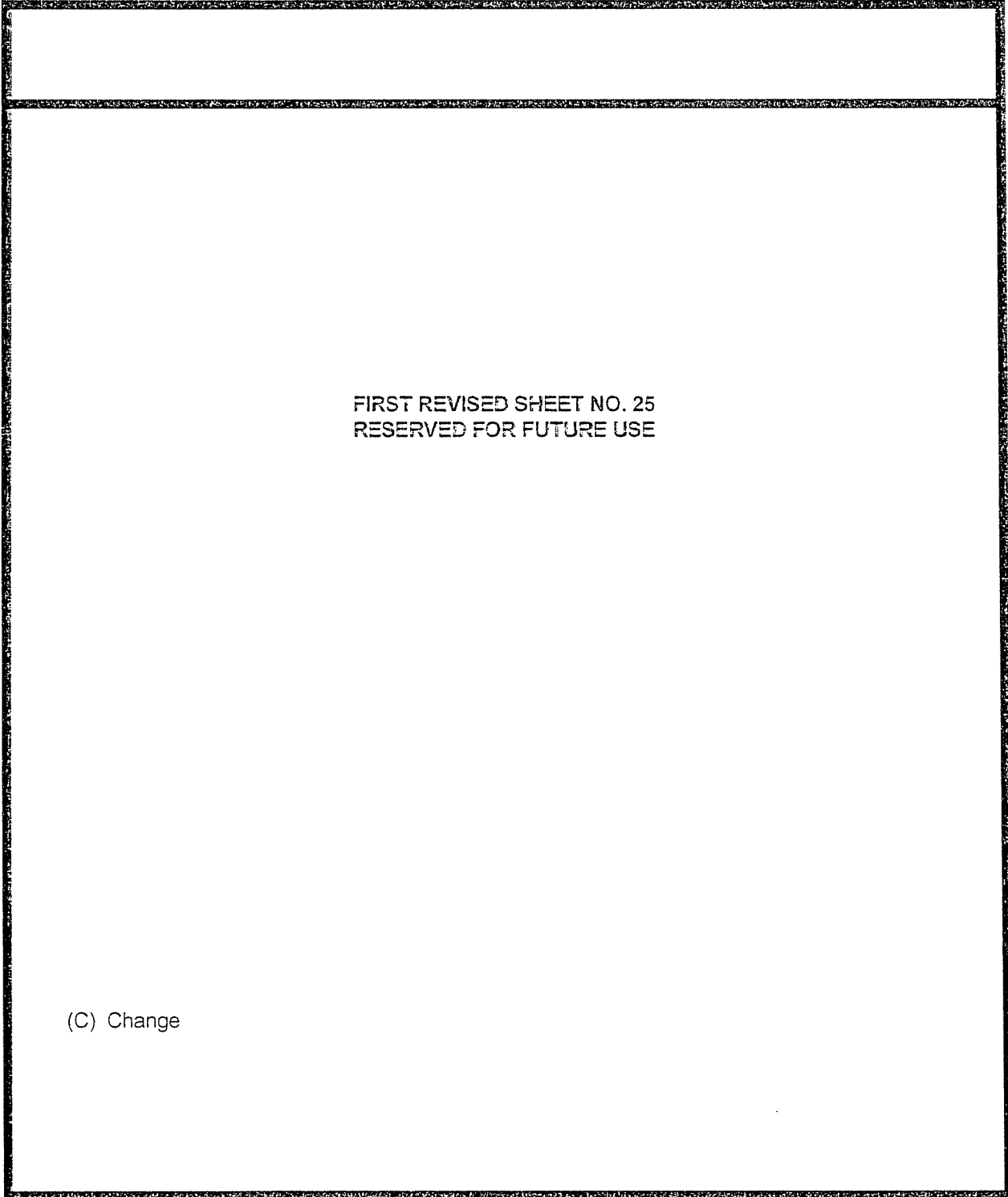
Service furnished under this rate schedule is subject to Company's Rules and Regulations and to all applicable rate schedules.

DATE OF ISSUE: June 1, 1993

DATE OF EFFECTIVE: September 1, 1993

Issued by: A. P. Bowman

Vice President - Regulatory Services



FIRST REVISED SHEET NO. 25
RESERVED FOR FUTURE USE

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(C) Change

DATE OF ISSUE: November 10, 1994

DATE OF EFFECTIVE: November 1, 1994

Issued by: K. I. Shroyer

Vice President - Regulatory Services

COLUMBIA GAS OF KENTUCKY, INC.

ORIGINAL SHEET NOS. 26 THROUGH 29 HAVE BEEN CANCELLED
AND RESERVED FOR FUTURE USE.

DATE OF ISSUE: January 30, 2003

DATE EFFECTIVE: March 1, 2003

Issued by: J. W. Kelly

Vice President

Issued by authority of an Order of the Public Service Commission in Case No. 2002-00145 dated December 13, 2002

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

**SMALL VOLUME GAS TRANSPORTATION SERVICE
(SVGTS)
RATE SCHEDULE**

APPLICABILITY

Entire service territory of Columbia Gas of Kentucky through March 31, 2011. See Sheet No. 8 for a list of communities.

AVAILABILITY

Available to any customer that meets the following requirements:

- (1) Customer must be part of a Marketer's Aggregation Pool as the term is defined herein, and
 - (a) The Aggregation Pool consists of either: (1) a minimum of 100 customers; or (2) a customer or group of customers with a minimum annual throughput of 10,000 Mcf. The Aggregation Pool must be served by a single Marketer approved by Columbia; and the Marketer must have executed a Small Volume Aggregation Service agreement with Columbia; and,
 - (b) The Marketer must have acquired, or agreed to acquire, an adequate supply of natural gas of quality acceptable to Columbia, including allowances for (1) retention required by applicable upstream transporters; and (2) lost and unaccounted-for gas to be retained by Columbia. The Marketer must also have made, or have caused to be made, arrangements by which gas supply can be transported directly to specified receipt points on Columbia's distribution system; and,
- (2) Customer has normal annual requirements of less than 25,000 Mcf at any delivery point, and
- (3) Customer is currently a customer under the GS, IN6 or IUS Rate Schedule or in the case of a new customer would be considered a GS customer.

DATE OF ISSUE: November 21, 2008

DATE EFFECTIVE: November 7, 2008

ISSUED BY: Herbert A Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2008-00195 dated November 7, 2008

COLUMBIA GAS OF KENTUCKY, INC.

**SMALL VOLUME GAS TRANSPORTATION SERVICE
 (SVGTS)
 RATE SCHEDULE (Continued)**

CHARACTER OF SERVICE

Service provided under this schedule shall be considered firm service.

DELIVERY CHARGE

The Delivery Charge shall be the Base Rate Charges for the applicable Rate Schedule as set forth below:

General Service Residential

Effective First Year Only

Customer <u>Delivery Charge</u> per billing period	\$ 9.30 <u>17.92</u>
Delivery Charge	\$ 1.8715 <u>1.4604</u> per Mcf

Effective After First Year

Customer <u>Delivery Charge</u> per billing period	\$ <u>26.53</u>
Delivery Charge per Mcf	\$ <u>0.0000</u> per Mcf

General Service Other – Commercial or Industrial

Customer Charge per billing period	\$ 23.96 <u>28.28</u>
First 50 Mcf or less per billing period	\$1.8715 per Mcf
Next 350 Mcf per billing period	\$1.8153 per Mcf
Next 600 Mcf per billing period	\$1.7296 per Mcf
Over 1,000 Mcf per billing period	\$1.5802 per Mcf

Intrastate Utility Service

Customer Charge per billing period	\$ 255.00 <u>331.50</u>
Delivery Charge per Mcf	\$ 0.5905 <u>8729</u>

WEATHER NORMALIZATION ADJUSTMENT

~~_____ Volumes delivered to Residential and Commercial customers under this rate schedule are subject to a Weather Normalization Adjustment as stated on Sheet No. 51a.~~

CUSTOMER ASSISTANCE PROGRAM SURCHARGE

~~_____ Volumes delivered to Residential customers under this rate schedule are subject to a Customer Assistance Program Surcharge as stated on Sheet No. 51b.~~

RIDER FOR NATURAL GAS RESEARCH DEVELOPMENT

DATE OF ISSUE: ~~May 1, 2009~~ September 10, 2007
DATE EFFECTIVE: ~~May 31, 2009~~ August 29, 2007

ISSUED BY: Herbert A. Miller, Jr. President

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COLUMBIA GAS OF KENTUCKY, INC.

~~Volumes delivered to customers under this rate schedule are subject to a Rider for Natural Gas Research and Development as stated on Sheet No. 51e.~~

ADJUSTMENTS AND RIDERS

Customers served under this Rate Schedule are subject to the currently effective Adjustments and Riders as prescribed on the Tariff Sheets set forth below and incorporated into this Rate Schedule:

Weather Normalization Adjustment – Sheet 51a

Energy Assistance Program Surcharge – Sheet No. 51b (Applies to Residential Customers only)

Rider for Natural Gas Research & Development – Sheet No. 51c

Energy Efficiency Conservation Clause – Sheets 51d – 51g (Applies to Residential and Commercial Customers only)

Rider AMRP – Sheet No. 58

Rider POM – Sheet No. 59

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DATE OF ISSUE: ~~May 1, 2009~~September 10, 2007

DATE EFFECTIVE: ~~May 31, 2009~~August 29, 2007

ISSUED BY: Herbert A. Miller, Jr.

President

~~Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007~~

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

**SMALL VOLUME GAS TRANSPORTATION SERVICE
(SVGTS)
RATE SCHEDULE (Continued)**

ACTUAL GAS COST ADJUSTMENT

Volumes delivered to all customers under this rate schedule are subject to the sum of the Refund Adjustment, SAS Refund Adjustment, Actual Cost Adjustment, Balancing Adjustment and Gas Cost Incentive Adjustment set forth on Sheet 48. A customer who is or has been receiving service under this tariff shall be responsible for this adjustment only for those months of the prior twelve months during which they were served under a sales service tariff.

LOCAL FRANCHISE FEE OR TAX

To the extent applicable, the above rates and charges are subject to Local Franchise Fee or Tax as set forth on Sheet No. 52.

LATE PAYMENT PENALTY

Late payment penalties shall apply to service under this rate schedule as provided in the General Terms, Conditions, Rules and Regulations, Section 25.

OTHER PROVISIONS

Where a Customer has installed a gas light(s) for continuous street or outdoor lighting in lighting devices approved by Company and the gas used by such light(s) is unmetered, the gas consumed by such light(s) shall be assumed to be two thousand (2,000) cubic feet per month when the Btu/hour input rating for such light(s) is 2,700 or less. For each additional 1,350 Btu/hour input or fraction thereof, the assumed consumption shall be increased by one thousand (1,000) cubic feet per month. Such assumed consumption shall be billed under the agreement Customer has with Marketer for metered consumption and shall be added to the Customer's metered usage and the total billed according to the rates contained herein.

RIGHT OF REFUSAL

Should Columbia be prohibited from assigning capacity, as specified in its Small Volume Aggregation Service Rate Schedule, for any reason whatsoever, including but not limited to directives from the Commission or any court having jurisdiction over said matters, Columbia shall have the right to refuse to accept new small volume transportation customers under this rate schedule.

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

Service furnished under this Rate Schedule is subject to Columbia's General Terms, Conditions, Rules and Regulations applicable to all Rate Schedules

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

President

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00462 dated March 29, 2005

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

**SMALL VOLUME AGGREGATION SERVICE
(SVAS)
RATE SCHEDULE**

APPLICABILITY

Entire service territory of Columbia Gas of Kentucky through March 31, 2011. See Sheet No. 8 for a list of communities.

AVAILABILITY

Available to Marketers certified to deliver natural gas, on a firm basis, to the Company's city gates on behalf of customers receiving transportation service under Columbia's Small Volume Transportation Service Rate Schedule provided Marketer has an Aggregation Pool consisting of either: (a) a minimum of 100 customers; or (b) a customer or a group of customers with a minimum annual throughput of 10,000 Mcf. Service hereunder allows Marketers to deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the requirements of customers participating in Columbia's small volume transportation service program.

MARKETER CERTIFICATION

Marketers will be certified by Columbia to offer supply of natural gas to customers choosing service under Rate Schedule SVAS provided they meet the following requirements:

1. Satisfactory determination of adequate managerial, financial and technical abilities to provide the service Marketer intends to offer;
2. Satisfactory completion of a determination of credit worthiness by Columbia;
3. Execution of a contract with Columbia for Small Volume Aggregation Service;
4. Marketer agrees to accept assignment of upstream pipeline firm transportation services capacity (FTS) in an amount equal to the Marketer's Daily Delivery Requirement as defined herein;
5. Marketer agrees to abide by the Code of Conduct as set forth herein; Columbia agrees to abide by the Standards of Conduct as set forth herein;
6. Marketer agrees to flow gas in accordance with the Marketer's Daily Delivery Requirement provided by Columbia.

AGGREGATION POOL

Marketers will be required to establish at least one Aggregation Pool for aggregation purposes.

DATE OF ISSUE: November 21, 2008

DATE EFFECTIVE: November 7, 2008

ISSUED BY: Herbert A Miller, Jr. President

Issued by authority of an Order of the Public Service Commission in Case No. 2008-00195 dated November 7, 2008

COLUMBIA GAS OF KENTUCKY, INC.**SMALL VOLUME AGGREGATION SERVICE
(SVAS)
RATE SCHEDULE (Continued)****MARKETER CHARGE**

Each Marketer shall pay Columbia \$0.05 per Mcf for all volumes delivered to the Marketer's Aggregation Pool during each billing month.

BALANCING CHARGE

Columbia will provide the Marketer with a Balancing Service on a daily and seasonal basis that balances the Marketer's Daily Demand Requirements and the consumption of the Marketer's Aggregation Pool. The Marketer shall pay Columbia a throughput-based Balancing Charge equal to the Purchased Gas Demand Cost less a credit for assigned capacity as set forth below.

The Purchased Gas Demand Cost is the Demand Rate Component of Columbia's most recent Gas Cost Adjustment Clause report. The credit is the projected annual cost of assigned FTS capacity less estimated annual storage commodity costs (storage injection, withdrawal, shrinkage, and commodity transportation cost) divided by the estimated, annualized usage of customers served under Rate Schedule SVGTS.

The charge set forth on Sheet No. 7a shall be calculated quarterly in accordance with Columbia's Gas Cost Adjustment Clause report.

DAILY DELIVERY REQUIREMENT

Columbia shall calculate the Daily Delivery Requirement for each Marketer's Aggregation Pool on or about the 20th of each month. The Daily Delivery Requirement shall be calculated by Columbia by determining the estimate of the normalized annual consumption of all Customers that will be in the Marketer's Aggregation Pool during the following month, and dividing that aggregate sum by 365. Columbia shall convert the quotient to a Dth basis using Columbia's annual average Btu Content, and shall adjust for Company Use and Unaccounted For. The resultant quantity shall be the Daily Delivery Requirement for each Marketer's Aggregation Pool.

Columbia may reduce the Daily Delivery Requirement in the months of October, November and April to meet operation needs. Marketers are required to deliver gas supplies to Columbia at the Primary Firm City Gate Delivery Points designated in the Marketer's assigned firm transportation capacity on a daily basis, in an amount equal to the Daily Delivery Requirement of the Marketer's Aggregation Pool, unless directed otherwise by Columbia. In order to support reliable service on Columbia's system, Columbia may require the marketer to deliver gas to a secondary delivery point.

If, on any day, a Marketer delivers gas supply that is either greater or less than its Daily Delivery Requirement the Marketer will be charged a fee equal to 30% of the price reported in Platts Gas Daily in the Daily Price Survey titled "Prices of Spot Gas Delivered to Pipelines", under the column heading "Midpoint" for "Columbia Gas, Appalachia," adjusted for Columbia Gas Transmission Corporation's FTS Retainage, and commodity charges for the day in question, multiplied by the difference in Dth, plus a charge for all other costs incurred by Columbia that result from the Marketer's failure to deliver gas as required, including a proportionate share of any pipeline penalties and/or costs

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

ISSUED BY: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

**SMALL VOLUME AGGREGATION SERVICE
(SVAS)
RATE SCHEDULE (Continued)**

DAILY DELIVERY REQUIREMENT (con't)

resulting from efforts to increase or decrease gas supply on the system incurred by Columbia. These fees and charges do not reflect the purchase or sale of gas and will not impact the volumes considered in the annual reconciliation.

In addition to the fees and charges set forth in this rate schedule, on any day during which Columbia has a limitation or interruption in effect for transportation or interruptible customers, failure by Marketer to deliver according to the Daily Delivery Requirement will result in an additional penalty charge to the Marketer equal to twenty-five dollars (\$25) multiplied by the difference in Dth between the Marketer's Daily Delivery Requirement and the Marketer's actual deliveries on that day.

ASSIGNMENT OF FIRM CAPACITY

Columbia will assign a pro-rate share of its firm contracted capacity under Columbia Gas Transmission Corporation's Rate Schedule FTS, Columbia Gulf Transmission Corporation's Rate Schedule FTS-1, Tennessee Gas Pipeline Rate Schedule FT-A, and Central Kentucky Transmission Rate Schedule FTS (collectively "FTS"). The Marketer agrees to accept assignment of said FTS in an amount equal to the Marketer's Daily Delivery Requirement at Columbia's city gate.

Each month, when the Daily Delivery Requirement is determined for the following month, Columbia will assign to the Marketers its prorata share of Columbia's upstream FTS capacity for the marketer to use in the following month. Marketers that receive assigned FTS capacity by Columbia are subject to the terms and conditions of the tariffs of those pipeline companies on whose facilities capacity is assigned.

Columbia may recall any FTS capacity assigned to Marketer pursuant to this rate schedule in order to assure reliable service to customers in any instance where a Marketer fails to deliver the Daily Delivery Requirement of its Aggregation Pool.

Marketer shall provide the necessary assistance required to complete the mandatory firm capacity assignment transactions.

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

President

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

SMALL VOLUME AGGREGATION SERVICE
(SVAS)
RATE SCHEDULE (Continued)

SCHEDULING DELIVERIES

Marketers must schedule all daily deliveries using the Company's nomination web site.

ANNUAL IMBALANCE RECONCILIATION

Once each year Columbia will reconcile each Marketer's imbalance that has accumulated since the prior reconciliation by determining the difference between: (1) the Marketer's deliveries to Columbia during the reconciliation period, adjusted for Btu value and Company Use and Unaccounted For gas; and, (2) the actual consumption of the Marketer's Aggregation Pool, inclusive of all adjustments applicable to the reconciliation period.

If the reconciliation shows that the Marketer delivered more than what was consumed during the period, then Columbia will pay the Marketer for the excess deliveries. If the reconciliation shows that the Marketer delivered less than what was consumed during the period, then the Marketer will pay Columbia for the under deliveries. Columbia will perform the reconciliation, including associated payment or billing, in the month following the end of the reconciliation period.

The price to be paid for gas to resolve any such imbalance will be the average price during the reconciliation period reported in PLATTS *Inside FERC's Gas Market Report* in the monthly report titled "Prices of Spot Gas Delivered to Pipelines," under the column heading "Index" for "Columbia Gas Transmission Corp., Appalachia", adjusted for Columbia Gas Transmission Corporation's FTS Retainage, and commodity charges.

The first reconciliation period shall be the eight-month period ending March 31, 2005. The second reconciliation period shall be the sixteen-month period ending July 31, 2006. Thereafter, the reconciliation period shall end on July 31 of each year, except that, should the effective date of this tariff not continue past March 31, 2011, the final reconciliation period will be an eight-month period ending on March 31, 2011.

DATE OF ISSUE: November 21, 2008

DATE EFFECTIVE: November 7, 2008

ISSUED BY: Herbert A Miller, Jr. President

Issued by authority of an Order of the Public Service Commission in Case No. 2008-00195 dated November 7, 2008

COLUMBIA GAS OF KENTUCKY, INC.

**SMALL VOLUME AGGREGATION SERVICE
(SVAS)
RATE SCHEDULE (Continued)**

SHEETS 36a THROUGH 36f ARE CANCELLED AND WITHDRAWN

DATE OF ISSUE: April 12, 2005

DATE OF EFFECTIVE: April 1, 2005

Issued by: J. W. Kelly

President

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00462 dated March 29, 2005

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS
APPLICABLE TO
SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)**

CODE OF CONDUCT

Each Marketer participating in Columbia's Small Volume Gas Transportation Service program shall:

1. Communicate to customers, in clear understandable terms, the customers' rights and responsibilities. This communication shall include: (a) the Marketer's customer service address and telephone number; (b) a statement describing the Marketer's dispute resolution procedures; (c) a statement that the Marketer must provide the customer with thirty (30) days written notice prior to discontinuing service; and (d) notice that the program is subject to ongoing Commission jurisdiction.
2. Provide in writing to customers pricing and payment terms that are clear and understandable. This should include an explanation for the customer to allow them to compare the offer to Columbia's Gas Cost Adjustment rate exclusive of taxes and delivery charges.
3. Accept any Columbia customer eligible for Rate Schedule Small Volume Aggregation Service that seeks to enroll, and offer -at least one billing rate available to all eligible customers if Marketer is accepting new/renewed customers.
4. Refrain from engaging in communications or practices with customers which are fraudulent, deceptive, or misleading;
5. Deliver gas to Columbia on a firm basis on behalf of the Marketer's participating customers.
6. Undergo a credit evaluation, at the Marketer's expense, to assure that the Marketer is sufficiently credit-worthy to protect against damages resulting from any failure to deliver gas.
7. Provide customers a "regulatory out" provision in all contracts which allows contracts to be terminated without penalty should the small volume gas transportation program be terminated prior to the end of the contract.
8. Provide Columbia and customers at least thirty (30) days notice prior to the end of the customer contract term of the Marketer's intent to discontinue service to the customer.
9. To the maximum extent possible attempt to resolve disputes between the Marketer and its customers.

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

President

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS
APPLICABLE TO
SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)**

CODE OF CONDUCT - Continued

10. No less than sixty (60) days and no more than ninety (90) days prior to the expiration of a contract that automatically renews for period of six (6) months or longer, the Marketer shall notify the customer of their right to renew, terminate or renegotiate the contract. Such notice shall include any proposed changes in the terms and conditions of the contract.

If a Marketer fails to deliver gas in accordance with the requirements of the program, Columbia shall have the power, in its sole discretion, to suspend temporarily or terminate such Marketer's participation in the program. If the Marketer is expelled from the program, customers in the Marketer's Aggregation Pool shall revert to Columbia sales service, unless and until said customers join another Marketer Aggregation Pool. Upon termination of a Marketer, Columbia shall notify Marketer's customers of the action and advise said customers that they have been returned to traditional sales service as of a date certain. The customers shall be informed of their opportunity to choose another Marketer and the options for enrollment.

In the event Columbia seeks to suspend or terminate a Marketer from the program, Columbia shall first notify the Marketer of the alleged violations which merit suspension or termination. Such notice shall be in writing and sent ten business days prior to the suspension or termination. Copies of the notice will also be provided to the Commission.

CREDIT WORTHINESS

Marketers will be evaluated to establish credit levels acceptable to Columbia. Marketers not meeting the necessary credit level will be required, at Columbia's option, to provide additional security in the form of an irrevocable letter of credit, cash deposit, and/or appropriate guaranty to be certified.

Marketers are required to provide the following information for evaluation:

1. Most recent audited financial statements;
2. Most recent annual report to shareholders, 10K or 10Q, if applicable;
3. IRS Form 990 (for Non-Profit Corporations), if applicable;
4. List of parent company and affiliates;
5. Names, addresses, and telephone numbers of three (3) trade references; and
6. Names, addresses, and telephone numbers of banking institution contacts.

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

President

COLUMBIA GAS OF KENTUCKY, INC.**GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS
APPLICABLE TO
SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)****CREDIT WORTHINESS -Continued**

The evaluation will be based on standard credit factors such as previous customer history, Dun & Bradstreet financial and credit ratings, trade references, bank information, unused line of credit, and financial information. Based on the number of standard credit factors met by the Marketer, Columbia will assign a dollar credit level range for each Marketer. Columbia shall have sole discretion to determine credit worthiness but will not deny credit worthiness without reasonable cause.

A fee of \$50 will be assessed for each evaluation. Columbia reserves the right to conduct further evaluations during the course of the program when information has been received by Columbia that indicates the credit worthiness of a Marketer may have deteriorated or that the Marketer's program is exceeding the credit level range previously approved by Columbia. Columbia will review each Marketer's program no less often than monthly, and will compare each Marketer's program against its previously assigned credit level range. Columbia will reevaluate each Marketer's overall credit worthiness on an annual basis. Marketers whose programs exceed the assigned credit level range will be required, at Columbia's option, to provide additional security in the form of an irrevocable letter of credit, cash deposit, and/or appropriate guaranty in order to continue to participate in the program beyond the last established credit level or to enroll additional customers. If additional security is provided by a Marketer, Columbia will assign a new credit level range for the Marketer.

CUSTOMER ENROLLMENT PROCEDURES

A customer may enroll by any one of the following means: written, telephone or internet.

Written Enrollment

Customers may enroll in the program by having the customer of record whose name is on the gas account execute a written consent form on a document supplied by the Marketer. A sample consent form is at the end of this section. At a minimum, the consent form is to indicate that the customer has a written agreement with the Marketer, desires to participate in this program, and authorizes the Marketer to obtain from Columbia Gas of Kentucky gas usage data on the customer's account. The format of the consent form may be designed by the Marketer, but must include the information shown on the sample.

The written agreement with the Marketer must state the terms and conditions covering the customer's gas supply purchase in legible print and must include the following information:

1. In clear understandable terms, the customer's rights and responsibilities. The Marketer's customer service address and telephone number; a statement describing the Marketer's dispute resolution procedures; a statement that the Marketer must provide the customer with 30 days written notice prior to discontinuing service.

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

President

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00462 dated March 29, 2005

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

**GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS
APPLICABLE TO
SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)**

Written Enrollment -Continued

2. Written pricing and payment terms that are clear and understandable.
3. Notification of the customer's right to terminate or renegotiate their gas supply contract.
4. Notice that the Marketer will provide Columbia Gas of Kentucky and the customer at least 30 days notice prior to the end of the customer contract term, if one exists, of the Marketer's intent to discontinue service to the customer.
5. A local or toll-free telephone number for customers to obtain information on their account and a method to resolve disputes with the Marketer. The Marketer shall provide a copy of the method to resolve disputes to Columbia Gas of Kentucky and the Kentucky Public Service Commission and the name and phone number of a contact person from the Marketer whom Columbia or the Commission may contact concerning customer complaints.

Telephone Enrollment

In the alternative, Marketers may telephonically enroll customers under the following conditions:

1. While engaged in a telephone conversation with a potential customer, the Marketer must audio-tape in a date-stamped recording the complete conversation, including the following information:
 - (a) the telephone conversation between the customer and Marketer is being recorded;
 - (b) the customer either:
 - (1) has reviewed the terms and conditions of the Marketer's offer and that the written terms and conditions constitute the entire agreement between the Marketer and the customer; or,
 - (2) has reviewed orally with the Marketer the terms and conditions of the Marketer's offer, and agrees to enroll in the program subject to the Marketer mailing the customer an enrollment confirmation letter containing the terms and conditions of the offer within three business days, and that the written terms and conditions constitute the entire agreement between the Marketer and the customer;
 - (c) the customer wants to enroll with the Marketer;
 - (d) the customer's name;
 - (e) the customer's telephone number;

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

President

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

**GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS
APPLICABLE TO
SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)**

Telephone Enrollment - Continued

- (f) the customer's mailing address;
 - (g) the customer's Columbia Gas of Kentucky account number; and,
 - (h) the appropriate enrollment cancellation period and a toll-free telephone number the customer may call to cancel enrollment:
 - (1) For customers enrolled pursuant to 1.(b) (1) the cancellation period is seven days from the date on which the customer in enrolled telephonically; or,
 - (2) For customers enrolled pursuant to 1.(b) (2) the Marketer must state that the Marketer will mail an enrollment confirmation letter containing the written terms and conditions to the customer and that the customer has seven days from receipt of the Marketer's confirmation letter to cancel enrollment.
 - (3) The customer must be advised that if the contract is cancelled by the customer, the Marketer will provide the customer with a cancellation number.
2. Following enrollment by telephone, the Marketer must mail to the customer at the address verified by the inquiry, a letter confirming the customer's enrollment. This letter must contain a copy of the identical terms and conditions of the Marketer's offer. The letter must also conspicuously inform the customer of the right to cancel enrollment by calling a prescribed toll-free number within seven business days of receiving said letter of confirmation, and must inform the customer that if the contract is canceled the Marketer will provide the customer with a cancellation number.

Internet Enrollment

As another alternative, Marketers may enroll customers via the Internet provided that the terms and conditions of agreement are publicly posted and accessible and include the information as set forth in Written Enrollment above. The terms of the electronic publicly posted Internet agreement also shall state conspicuously that the customer has seven business days from the date on which the customer is enrolled via the Internet to cancel the agreement and shall provide a toll-free telephone number and/or an Internet or e-mail means for the customer to cancel the agreement within this period of time. The agreement shall state that if the customer cancels the agreement, the Marketer will provide the customer a cancellation number. Internet enrollment will be permitted under the following conditions:

- 1. All Internet enrollment procedures shall be customer-initiated;

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

President

GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS
APPLICABLE TO
SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)

Internet Enrollment - Continued

2. The means of enrollment, renewal, renegotiation and cancellation information transfer between the customer and Marketer is an encrypted transaction using Secure Socket Layer or a similar encryption standard to ensure privacy of customer information;
3. Any electronic agreement containing a Marketer's terms and conditions shall be identified by a version number in order to ensure the ability to verify the particular agreement to which the customer assents;
4. The Marketer shall retain and make available to the customer throughout the duration of the agreement Internet access to terms and conditions of the agreement version number to which the customer assents;
5. Before a Marketer may enroll a customer, the Marketer's Internet enrollment process must:
 - (a) prompt the customer to print or save the terms and conditions to which the customer assents, and provide an option to have written terms and conditions sent by regular mail;
 - (b) require the customer to complete an Electronic Customer Consent Form in a format retrievable by the Marketer, containing a statement that comports with the Customer Consent Form as set forth herein. The Marketer must provide a mechanism by which both the submission and receipt of the electronic customer consent form are recorded by time and date;
 - (c) after the customer completes the Electronic Customer Consent Form, the Internet enrollment process shall disclose conspicuously that the customer has been enrolled;
6. The Marketer shall send an enrollment confirmation to the customer by e-mail at the specified e-mail address or by regular U. S. mail at the post office address specified by the customer. If the Marketer's e-mail attempt fails, the Marketer shall send an enrollment confirmation with the same information to the customer via regular U. S. mail at an address specified by the customer;
7. The Marketer shall provide customer a toll-free telephone number and/or Internet or e-mail means for the customer to cancel the agreement within seven business days from the date on which the customer is enrolled by the Internet. If the customer cancels the agreement, the Marketer shall provide customer with a cancellation number via the same medium through which the cancellation was made.

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

President

COLUMBIA GAS OF KENTUCKY, INC.**GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS
APPLICABLE TO
SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)****Internet Enrollment - continued**

Marketers must provide a copy of each Customer Consent Form or audio tape of telephone enrollment recording to Columbia or the Kentucky Public Service Commission within seven business days of any such request. With Internet enrollments Marketers must provide either a copy of the Electronic Customer Consent form or on-line access to verify customer enrollment to Columbia or the Kentucky Public Service Commission within seven business days of any such request. Failure by a Marketer to provide timely such records shall be deemed to be a violation of the Code of Conduct and shall cause the customer to be returned to Columbia's sales service tariff and a \$50.00 fee shall be paid by the Marketer to the Company and a \$50.00 fee shall be paid by the Marketer to the customer.

Marketers shall retain Customer Consent Forms, telephone enrollment recordings, electronic consent forms and on-line access to verification of enrollment for twelve months following termination of the Marketer's service to the customer.

Marketers may add customers to their Aggregation Pool on a monthly basis. Marketers shall notify Columbia by the 15th day of the prior month the accounts for which they will be supplying the commodity in the next month. (i.e. by November 15 for deliveries beginning December 1). Marketers will provide a computer spreadsheet listing all of their accounts via electronic means suitable to Columbia Gas of Kentucky. The listing shall include customer account numbers. The Marketer will be responsible for verifying the eligibility of each customer. Any incomplete submittal will be returned to the Marketer for completion. Columbia will verify the listing with its database and then provide the Marketer a Daily Delivery Requirement for the customers in the aggregate as well as an exceptions report. In the event that a customer attempts to join more than one Aggregation Pool, with more than one Marketer, Columbia Gas of Kentucky will assign the customer to the Marketer whose computer listing which includes the customer has been date-stamped first. Once enrolled with a Marketer and verified by Columbia, the Marketer shall send the customer a letter confirming the customer's choice of Marketer and stating the effective date. Whenever customers switch Marketers, the newly chosen Marketer shall send a letter confirming the customer's choice of a new Marketer.

BILLING

Columbia will bill according to the Marketer billing option by Aggregation Pool. Columbia will include a statement on the customer's bill indicating the customer's participation in the program and stating the Marketer with whom the customer is enrolled. The rate for billing shall be \$0.20 per account, per month. Such fee shall be deducted from the amount remitted each month to the Marketer for its revenues.

PAYMENT TO MARKETER

Columbia will issue a check to the Marketer by the last business day of the following calendar month for 98% of the Marketer's revenues from the previous billing month less the cost for billing and any other outstanding balances Marketer owes Columbia. The revenues will be based on actual deliveries to customers served under Rate Schedule SVGTS and the Marketer's current month billing rate. Customers' volumes will be considered actual volumes whether the meter reading is actual or calculated. Columbia will thereafter assume the risk of collecting payment for the gas commodity from small volume transportation customers.

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

ISSUED BY: Herbert A. Miller, Jr.

President

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS
APPLICABLE TO
SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)**

HEAT CONTENT ADJUSTMENT

(E) When Company receives Marketer's gas from an interstate pipeline on a dekatherm (one million Btu) basis, Company will make a heat content adjustment based on the Company's average Btu value in order to deliver to customer volumes of gas, in Mcf, equal in heat content to the gas delivered to Company for the customer.

MEASUREMENT AT POINT(S) OF RECEIPT WITH AN INTERSTATE PIPELINE

When Company receives Marketer's gas at point(s) of receipt with an interstate pipeline, all measurement shall be performed in accordance with the terms of Company's agreement with that interstate pipeline.

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

President

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

**GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS
APPLICABLE TO
SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)**

QUALITY OF GAS DELIVERED TO COMPANY

Gas delivered by or on behalf of Marketer to Company shall conform to interstate pipeline gas quality standards.

WARRANTY OF TITLE

Marketer warrants that it will have good and merchantable title to all natural gas delivered to Company for redelivery to customer(s), 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.

CHARGES FOR THIRD PARTY SERVICE

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 charged to Marketer by Company and paid by Marketer. Such costs shall include, without limitation, transportation or delivery charges, retainage for Company use and unaccounted-for gas, 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

FORCE MAJEURE

Neither Company nor Marketer shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts affecting the company or its suppliers of gas, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, 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 either Company or Marketer, 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 will all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

President

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

**GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS
APPLICABLE TO
SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)**

DISPUTE RESOLUTION

Each Marketer shall cooperate with Columbia and the Kentucky Public Service Commission to answer inquiries and resolve disputes for customers served under Columbia's Small Volume Gas Transportation Service Rate Schedule. As part of this ongoing cooperation the following is required:

1. Marketer must provide a local or toll-free telephone number for customers to obtain information on their account and a method to resolve disputes with the Marketer. The Marketer shall provide a copy of the method to resolve disputes to Columbia and the Commission along with the name and phone number of a contact person from the Marketer whom the Commission and Columbia may contact concerning customer complaints and who has the authority to resolve complaints.
2. Marketer will, upon request by Columbia or the Commission, provide copies of all informational materials and standard contracts, including updates to these materials if substantially changed. Marketer will also provide copies of individual contracts as needed in order to resolve customer complaints.
3. Each Marketer shall cooperate with Columbia and the Commission to answer inquiries and resolve disputes. If a Marketer fails to negotiate or resolve customer disputes that arise from the customer's contract, complaints may be brought to the Commission through its normal complaint handling procedures.

STANDARDS OF CONDUCT

Columbia will adhere to the following Standards of Conduct for Marketing Affiliates and Internal Merchant Operations:

1. Columbia 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. Columbia must strictly enforce a tariff provision for which there is no discretion in the application of the provision.
3. Columbia may not, through a tariff provision or otherwise, give any Marketer or any Marketer's customers preference in matters, rates, information, or charges relating to transportation service including, but not limited to, scheduling, balancing, metering, storage, standby service or curtailment policy. For purposes of Columbia's program, any ancillary service provided by Columbia that is not tariffed will be priced uniformly for all Marketers and available to all equally.
4. Columbia must process all similar requests for transportation in the same manner and within the same approximate period of time.

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

President

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

**GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS
APPLICABLE TO
SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)**

STANDARDS OF CONDUCT – Continued

5. Columbia shall not disclose to anyone other than a Columbia Gas of Kentucky employee any information regarding an existing or proposed gas transportation arrangement, which Columbia receives from: (i) a customer or Marketer, (ii) a potential customer or Marketer, (iii) any agent of such customer or potential customer, or (iv) a Marketer or other entity seeking to supply gas to a customer or potential customer, unless such customer, agent, or Marketer authorizes disclosure of such information in writing.
6. If a customer requests information about Marketers, Columbia should provide a list of all Marketers operating on its system, but shall not endorse any Marketer nor indicate a preference for any Marketer.
7. Before making customer lists available to any Marketer, Columbia will use electronic mail to provide notice to all Marketers of its intent to make such customer list available. The notice shall describe the date the customer list will be made available, which shall in no case be less than three working days after the date of the notice, and the method and terms under which the customer list will be made available to all Marketers.
8. To the maximum extent practicable, Columbia's operating employees and the operating employees of its marketing affiliate must function independently of each other. This includes complete separation of the regulated utility Company's procurement activities from the affiliated marketing company's procurement activities.
9. Columbia shall not condition or tie its agreements for gas supply or for the release of interstate pipeline capacity to any agreement by a gas supplier, customer or other third party in which its marketing affiliate is involved.
10. Columbia and its marketing affiliate shall keep separate books of accounts and records.
11. Neither Columbia nor its marketing affiliate personnel shall communicate to any customer, marketer or third party the idea that any advantage might accrue for such customer, marketer or third party in the use of Columbia's service as a result of that customer's marketer's or other third party's dealing with its marketing affiliate.

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

President

COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS
APPLICABLE TO
SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)**

STANDARDS OF CONDUCT - Continued

12. Columbia shall establish a complaint procedure for issues concerning compliance with these Standards of Conduct. All complaints, whether written or verbal, shall be referred to the General Counsel of Columbia. The General Counsel, or his/her designee, shall orally acknowledge the complaint 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.

13. Columbia Gas of Kentucky'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 Kentucky's name or logo appears, that its marketing affiliate is not the same company as Columbia Gas of Kentucky.

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

President

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS
APPLICABLE TO
SMALL VOLUME AGGREGATION SERVICE RATE SCHEDULE ONLY (Continued)

CUSTOMER CONSENT FORM

I have signed a written agreement for the purchase of natural gas supply containing the terms and conditions of my service with my Marketer, _____. I understand and agree to those terms, and agree to participate in the program as a Small Volume Gas Transportation Service customer. My Marketer is entitled to obtain my historic and current gas usage data from Columbia Gas of Kentucky. I understand that Columbia Gas of Kentucky will deliver to me the gas I purchase from my Marketer. I will receive one bill from Columbia Gas of Kentucky that identifies my Marketer and includes both the delivery charge from Columbia and the gas purchase charge from my Marketer.

Signature of Customer

Date

Print or Type Name

Columbia Gas of Kentucky Account Number

DATE OF ISSUE: April 12, 2005

DATE EFFECTIVE: April 1, 2005

ISSUED BY: Joseph W. Kelly

President

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00462 dated March 29, 2005

**DELIVERY SERVICE (DS)
TRANSPORTATION SERVICE RATE SCHEDULE**

APPLICABILITY

Entire service territory of Company. See Sheet No. 8 for a list of communities.

AVAILABILITY

This rate schedule is available to any Customer throughout the territory served by Company provided:

- (1) Customer has executed a Delivery Service Agreement with Company, and
- (2) Customer has normal annual requirements of not less than 25,000 Mcf at any delivery point, and
- (3) Company will not be required to deliver on any day more than the lesser of (i) a quantity of gas equivalent to Customer's Maximum Daily Volume specified in its Delivery Service Agreement; (ii) the quantity of gas scheduled and confirmed to be delivered into the Company's distribution facilities on behalf of the Customer on that day plus applicable Standby Sales; or (iii) the Customer's Authorized Daily Volume, and
- (4) On an annual basis, a Customers Maximum Daily Volume and Annual Transportation Volume will be automatically adjusted to the Customers actual Maximum Daily Volume and actual Annual Transportation Volume based on the Customers highest daily and annual volumetric consumption experienced during the preceding 12-month periods ending with March billings. Upon a Customers request, the Company shall have the discretion to further adjust a Customers Maximum Daily Volume and Annual Transportation Volume for good cause shown.

Customers Grandfathered ("GDS") This rate schedule is also available to customers with normal annual requirements of less than 25,000 Mcf but not less than 6,000 Mcf, at any delivery point taking service under a contract with Company for delivery service executed prior to April 1, 1999.

Intrastate Utility ("IUDS") This rate schedule is also available to intrastate utilities for transportation and consumption solely within the Commonwealth of Kentucky.

BASE RATE

Administrative Charge per account per billing period	\$55.90
Customer Charge per billing period	547.37 \$620.18
Customer Charge per billing period (GDS only)	23.96 \$28.28
Customer Charge per billing period (IUDS only)	255.00 \$331.50
Delivery Charge per Mcf -	
First 30,000 Mcf	\$0.5467 per Mcf for all gas delivered each billing month.
Over 30,000 Mcf	\$0.2905 per Mcf for all gas delivered each billing month.
Grandfathered Delivery Service	
First 50 Mcf per billing period	\$1.8715
Next 350 Mcf per billing period	\$1.8153
Next 600 Mcf per billing period	\$1.7296
All Over 1,000 Mcf per billing period	\$1.5802
Intrastate Utility Delivery Service	
All volumes per billing period	\$0.590 \$8729
Banking and Balancing Service	
Rate per Mcf	\$ 0.0208

RIDER FOR NATURAL GAS RESEARCH & DEVELOPMENT

— Volumes delivered to customers under this rate schedule are subject to a Rider for Natural Gas Research and Development as stated on Sheet No. 51c.

DATE OF ISSUE: ~~May 1, 2009~~September 10, 2007

DATE EFFECTIVE: August ~~May 31~~29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

**DELIVERY SERVICE (DS)
RATE SCHEDULE
(Continued)**

ADJUSTMENTS AND RIDERS

Customers served under this Rate Schedule are subject to the currently effective Adjustments and Riders as prescribed on the Tariff Sheets set forth below and incorporated into this Rate Schedule:

Weather Normalization Adjustment – Sheet No. 51a- Applicable to GDS Customers Only

Rider for Natural Gas Research & Development –Sheet No. 51c

Rider AMRP – Sheet No. 58

Rider POM – Sheet No. 59

LATE PAYMENT PENALTY

Late payment penalties shall apply to service under this rate schedule as provided in the General Terms, Conditions, Rules and Regulations, Section 25.

BANKING AND BALANCING SERVICE

The rate for the Banking and Balancing Service is set forth on Sheet Nos. 6. This rate represents the current storage cost to the Company to provide a 'bank tolerance' to the Customer of five percent (5%) of the Customer's Annual Transportation Volume. The calculation of the Banking and Balancing Service rate is set forth in the Company's Gas Cost Adjustment.

The Banking and Balancing Service rate is subject to flexing as provided in the Flex Provision of this rate schedule. Refer to Sheet 91, Banking and Balancing Service, for the terms and conditions.

NOMINATION AND SCHEDULING OF TRANSPORTATION DELIVERIES

All transportation deliveries must be nominated and scheduled daily through the Company's internet based nomination system. Any customer that transports gas under this schedule may elect to have its marketer or agent make the required nominations, or the customer may elect to make daily nominations of Delivery Service gas.

FLEX PROVISION

When a Customer with normal volume requirements of 25,000 Mcf annually can demonstrate to Company that a lower rate is necessary to meet competition from that Customer's alternate energy supplier, Company may transport gas at a rate lower than the Base Rate and/or flex other terms and conditions associate with this rate schedule. Company may also, after receiving prior approval from the Commission, transport gas at a rate lower than the Base Rate where Customer has demonstrated that its only alternative would be a shutdown or relocation of facilities, or that the lower rate is necessary to expand facilities.

If any of these Flex Provisions apply to it, a Customer may at any time request that the transportation Base Rate be flexed. However, once the transportation Base Rate for a Customer is flexed, Customer must continue to pay the flex rate determined by Company each month and may not opt to revert to the Base Rate, except by the following procedure. Any Customer wishing to return to the Base Rate can do so by written notification to Company. Upon notification, Customer will revert to the Base Rate three months subsequent to the first day of the billing month which follows the date of the notification. Each such notification received by Company will cancel any previous such notification received by Company from the same Customer.

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DATE OF ISSUE: ~~September~~ May 1, 2009

DATE EFFECTIVE: May 31, 2009~~August 29, 2007~~

Issued by: Herbert A. Miller, Jr.

President

~~Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007~~

COLUMBIA GAS OF KENTUCKY, INC.

**DELIVERY SERVICE (DS)
RATE SCHEDULE
(Continued)**

FLEX PROVISION - (Continued)

Company may also transport gas under this provision to a Customer at a rate greater than the Base Rate if such rate remains competitive with the price of energy from that Customer's alternate energy suppliers. In no event shall the flex rate exceed 150% of the Base Rate.

STANDBY SERVICE

Rate Schedule GDS

Any Grandfathered Delivery Service Customer who elects to transport gas under this rate schedule must establish, subject to the approval of Company, a Daily Standby Service Volume contracted for under the Standby Service Rate Schedule for that portion of load that is not protected by an alternate energy source. This Daily Standby Service Volume is subject to a Demand Charge and Commodity Charge as shown on Sheet No. 6.

DATE OF ISSUE: September 10, 2007

DATE EFFECTIVE: August 29, 2007

Issued by: Herbert A. Miller, Jr.

President

Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007

COLUMBIA GAS OF KENTUCKY, INC.

**MAIN LINE DELIVERY SERVICE (MLDS)
RATE SCHEDULE**

APPLICABILITY

Entire service territory of Company. See Sheet No. 8 for a list of communities.

AVAILABILITY

This rate schedule is available to any Customer throughout the territory served by Company provided:

- (1) Customer has executed a Delivery Service Agreement with Company, and
- (2) Customer has normal annual requirements of not less than 25,000 Mcf at any delivery point, and
- (3) Customer is connected directly through a dual-purpose meter to facilities of an interstate pipeline supplier of Company, and
- (4) Company will not be required to deliver on any day more than the lesser of: (i) a quantity of gas equivalent to Customer's Maximum Daily Volume specified in its Delivery Service Agreement; (ii) the quantity of gas scheduled and confirmed to be delivered into the Company's distribution facilities on behalf of the Customer on that day plus applicable Standby Sales; or (iii) the Customer's Authorized Daily Volume, and
- (5) On an annual basis, a Customers Maximum Daily Volume and Annual Transportation Volume will be automatically adjusted to the Customers actual Maximum Daily Volume and actual Annual Transportation Volume based on the Customers highest daily and annual volumetric consumption experienced during the preceding 12-month periods ending with March billings. Upon a Customers request, the Company shall have the discretion to further adjust a Customers Maximum Daily Volume and Annual Transportation Volume for good cause shown.

RATE

The transportation rate shall be \$0.0858 per Mcf for all gas delivered each month.

ADMINISTRATIVE CHARGE

The monthly administrative charge shall be \$55.90 per account each billing period.

CUSTOMER CHARGE

The customer charge shall be \$200 per account each billing period.

BANKING AND BALANCING SERVICE

The rate for the Banking and Balancing Service is set forth on Sheet No. 6. This rate represents the current storage cost to the Company to provide a 'bank tolerance' to the Customer of five percent (5%) of the Customer's Annual Transportation Volume. The calculation of the Banking and Balancing Service rate is set forth in the Company's Gas Cost Adjustment.

The Banking and Balancing Service rate is subject to flexing as provided in the Flex Provision of this rate schedule. Refer to Sheet No. 91, Banking and Balancing Service, for the terms and conditions of the Balancing and Banking Service.

RIDER FOR NATURAL GAS RESEARCH & DEVELOPMENT

~~_____ Volumes delivered to customers under this rate schedule are subject to a Rider for Natural Gas Research and Development as stated on Sheet No. 51c.~~

ADJUSTMENTS AND RIDERS

Customers served under this Rate Schedule are subject to the currently effective Adjustments and Riders as prescribed on the Tariff Sheets set forth below and incorporated into this Rate Schedule:

- _____ Rider for Natural Gas Research & Development –Sheet No. 51c
- _____ Rider POM – Sheet No. 59

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DATE OF ISSUE: ~~September~~ May 1, 2009~~10, 2007~~

DATE EFFECTIVE: May 31, 2009~~August 29, 2007~~

Issued by: Herbert A. Miller, Jr.

President

~~Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007~~

COLUMBIA GAS OF KENTUCKY, INC.

NOMINATION AND SCHEDULING OF TRANSPORTATION DELIVERIES

All transportation deliveries must be nominated and scheduled through the Company's internet based nomination system. Any customer that transports gas under this schedule may elect to have its marketer or agent make the required nominations, or the customer may elect to connect to make daily nominations of Delivery Service gas.

DATE OF ISSUE: ~~September~~ May 1, 2009~~10, 2007~~

DATE EFFECTIVE: May 31, 2009~~August 29, 2007~~

Issued by: Herbert A. Miller, Jr.

President

~~Issued by authority of an Order of the Public Service Commission in Case No. 2007-00008 dated August 29, 2007~~