

**COLUMBIA GAS OF KENTUCKY, INC.**

**LOCAL FRANCHISE FEE OR TAX  
APPLICABLE TO ALL RATE SCHEDULES**

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or their similar fee and Sales tax now or hereafter imposed upon Company by state and local taxing authorities, whether imposed by ordinance, franchise or otherwise, and which fee or tax is based upon a percentage of the gross receipts, net receipts, or revenues of Company. Such amount shall be added exclusively to bills of Customers receiving service within the territorial limits of the authority imposing the fee or tax. Where more than one such fee or tax is imposed, each of the fees or taxes applicable to each Customer shall be added to the Customer's bill as a separately identified item.

In the event all or any part of such tax liability is not finally determined, or if reimbursement from Customers has been deficient, then the amount of such reimbursement required in respect of such tax liability not finally determined or deficient shall, when possible, be set forth for all months in any calendar year(s) in a statement to be rendered by Company to Customer by April 1, of the year following the year of final determination and Customer shall pay the amount due pursuant to such statement on or before May 1, of such following year.

Customers receiving service in the following municipalities or political subdivisions shall pay a local franchise fee or tax based on the following effective rates:

<u>Municipality or Political Subdivision</u>	<u>Local Franchise Fee or Tax Percent</u>
Lexington-Fayette Urban County Government	3.06%
City of Irvine - Kentucky	2%
City of Ravenna - Kentucky	2%
City of Winchester - Kentucky	2%
<u>City of Greenup - Kentucky</u>	<u>2%</u>

**Exemption:**

Those volumes delivered under the Delivery Service (DS) Rate Schedule, Main Line Delivery Service (MLDS) and Special Agency Service (SAS) are exempt from the above mentioned taxes in the Cities of Irvine, Ravenna, and Winchester, and Greenup.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

OCT 29 2003

PJRSUANT TO 807 KAR 5:011

BY: Charles W. Dineen  
EXECUTIVE DIRECTOR

C  
7/4/05

**DATE OF ISSUE:** July 14, 2003 September 29, 2003

**DATE OF EFFECTIVE:** August 28, 2003 October 29, 2003

**Issued by:** Joseph W. Kelly

Vice President

COLUMBIA GAS OF KENTUCKY, INC.

**CURRENTLY EFFECTIVE BILLING RATES**

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment<sup>1/</sup> Demand</u> \$	<u>Commodity</u> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE GSR</u></b>				
First 1 Mcf or less per Mo.	6.95	1.1786	8.5987	16.7273
Over 1 Mcf per Mo.	1.8715	1.1786	8.5987	11.6488
<b><u>RATE SCHEDULE GSO</u></b>				
<u>Commercial or Industrial</u>				
First 1 Mcf or less per Mo.	18.88	1.1786	8.5987	28.6573
Next 49 Mcf per Mo.	1.8715	1.1786	8.5987	11.6488
Next 350 Mcf per Mo.	1.8153	1.1786	8.5987	11.5926
Next 600 Mcf per Mo.	1.7296	1.1786	8.5987	11.5069
Over 1000 Mcf per Mo.	1.5802	1.1786	8.5987	11.3575
<u>Delivery Service</u>				
Administrative Charge	55.90			55.90
<u>Standby Service Demand Charge</u>				
Demand Charge times Daily Firm Vol. (Mcf) in Cust. Serv. Agrmt.		6.8189		6.8189
<u>Delivery Rate Per Mcf</u>				
First 400 Mcf per Mo.	1.8153			1.8153
Next 600 Mcf per Mo.	1.7296			1.7296
All Over 1000 Mcf per Mo.	1.5802			1.5802
Former IN8 Rate Per Mcf	1.0575			1.0575
Banking and Balancing Service		0.0207		0.0207

(continued on following sheet)

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.

*Cancelled 8-29-2005*

PUBLIC SERVICE COMMISSION OF KENTUCKY

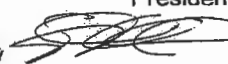
DATE OF ISSUE: May 31, 2005

DATE EFFECTIVE: June 2005 Billing Cycle  
 PURSUANT TO 807 KAR 5:011  
 May 31, 2005  
 SECTION 9 (1)

ISSUED BY: Joseph W. Kelly

President

Issued by authority of an Order of the Public Service Commission in Case No. 2005

By  y 23,  
 Executive Director

**COLUMBIA GAS OF KENTUCKY, INC.**

**CURRENTLY EFFECTIVE BILLING RATES**

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment<sup>1/</sup> Demand</u> \$	<u>Commodity</u> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE GSR</u></b>				
First 1 Mcf or less per Mo.	6.95	1.3082	8.0949	16.3531
Over 1 Mcf per Mo.	1.8715	1.3082	8.0949	11.2746
<b><u>RATE SCHEDULE GSO</u></b>				
<u>Commercial or Industrial</u>				
First 1 Mcf or less per Mo.	18.88	1.3082	8.0949	28.2831
Next 49 Mcf per Mo.	1.8715	1.3082	8.0949	11.2746
Next 350 Mcf per Mo.	1.8153	1.3082	8.0949	11.2184
Next 600 Mcf per Mo.	1.7296	1.3082	8.0949	11.1327
Over 1000 Mcf per Mo.	1.5802	1.3082	8.0949	10.9833
<u>Delivery Service</u>				
Administrative Charge	55.90			55.90
<u>Standby Service Demand Charge</u>				
Demand Charge times Daily Firm Vol. (Mcf) in Cust. Serv. Agrmt.		6.6555		6.6555
<u>Delivery Rate Per Mcf</u>				
First 400 Mcf per Mo.	1.8153			1.8153
Next 600 Mcf per Mo.	1.7296			1.7296
All Over 1000 Mcf per Mo.	1.5802			1.5802
Former IN8 Rate Per Mcf	1.0575			1.0575
Banking and Balancing Service		0.0205		0.0205

(continued on following sheet)

<sup>1/</sup> 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.

CANCELLED  
  
10-27-05

**DATE OF ISSUE:** August 26, 2005

**DATE EFFECTIVE:** September 2005 Billing Cycle  
 PURSUANT TO 807 KAR 5:011  
 August 29, 2005  
 SECTION 9 (1)

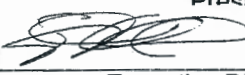
**ISSUED BY:** Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in  
 24, 2005

**PUBLIC SERVICE COMMISSION  
 OF KENTUCKY**

EFFECTIVE  
 8/29/2005  
 PURSUANT TO 807 KAR 5:011  
 August 29, 2005  
 SECTION 9 (1)

President

By  and August  
 Executive Director



COLUMBIA GAS OF KENTUCKY, INC.

**CURRENTLY EFFECTIVE BILLING RATES**

	<u>Base Rate Charge</u>	<u>Gas Cost Adjustment<sup>1/</sup></u>		<u>Total Billing Rate</u>
	\$	<u>Demand</u>	<u>Commodity</u>	\$
		\$	\$	
<b><u>RATE SCHEDULE GSR</u></b>				
First 1 Mcf or less per Mo.	6.95	1.1786	8.5987	16.7273
Over 1 Mcf per Mo.	1.8715	1.1786	8.5987	11.6488
<b><u>RATE SCHEDULE GSO</u></b>				
<u>Commercial or Industrial</u>				
First 1 Mcf or less per Mo.	18.88	1.1786	8.5987	28.6573
Next 49 Mcf per Mo.	1.8715	1.1786	8.5987	11.6488
Next 350 Mcf per Mo.	1.8153	1.1786	8.5987	11.5926
Next 600 Mcf per Mo.	1.7296	1.1786	8.5987	11.5069
Over 1000 Mcf per Mo.	1.5802	1.1786	8.5987	11.3575
<u>Delivery Service</u>				
Administrative Charge	55.90			55.90
<u>Standby Service Demand Charge</u>				
Demand Charge times Daily Firm Vol. (Mcf) in Cust. Serv. Agrmt.		6.8189		6.8189
<u>Delivery Rate Per Mcf</u>				
First 400 Mcf per Mo.	1.8153			1.8153
Next 600 Mcf per Mo.	1.7296			1.7296
All Over 1000 Mcf per Mo.	1.5802			1.5802
Former IN8 Rate Per Mcf	1.0575			1.0575
Banking and Balancing Service		0.0207		0.0207

(continued on following sheet)

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.

CANCELLED  
 8-29-05

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY

DATE OF ISSUE: May 31, 2005

DATE EFFECTIVE: June 2005 Billing Cycle  
 PURSUANT TO 807 KAR 5:011  
 May 31, 2005  
 SECTION 9 (1)

ISSUED BY: Joseph W. Kelly

President

Issued by authority of an Order of the Public Service Commission in Case No. 2005

  
 Executive Director



COLUMBIA GAS OF KENTUCKY, INC.

**CURRENTLY EFFECTIVE BILLING RATES**

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment Demand</u> \$	<u>Commodity</u> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE GSR</u></b>				
First 1 Mcf or less per Mo.	6.95	1.2130	8.9669	17.1299
Over 1 Mcf per Mo.	1.8715	1.2130	8.9669	12.0514
<b><u>RATE SCHEDULE GSO</u></b>				
<u>Commercial or Industrial</u>				
First 1 Mcf or less per Mo.	18.88	1.2130	8.9669	29.0599
Next 49 Mcf per Mo.	1.8715	1.2130	8.9669	12.0514
Next 350 Mcf per Mo.	1.8153	1.2130	8.9669	11.9952
Next 600 Mcf per Mo.	1.7296	1.2130	8.9669	11.9095
Over 1000 Mcf per Mo.	1.5802	1.2130	8.9669	11.7601
<u>Delivery Service</u>				
Administrative Charge	55.90			55.90
<u>Standby Service Demand Charge</u>				
Demand Charge times Daily Firm Vol. (Mcf) in Cust. Serv. Agrmt.		6.6520		6.6520
<u>Delivery Rate Per Mcf</u>				
First 400 Mcf per Mo.	1.8153			1.8153
Next 600 Mcf per Mo.	1.7296			1.7296
All Over 1000 Mcf per Mo.	1.5802			1.5802
Former IN8 Rate Per Mcf	1.0575			1.0575
Banking and Balancing Service		0.0208		0.0208

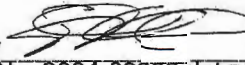
(continued on following sheet)

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.

CANCELLED  
 3-1-05

C  
 3/1/2005

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE  
 11/29/2004  
 PURSUANT TO 807 KAR 5:011  
 SECTION 2  
 November 29, 2004 (1)

By   
 Executive Director

DATE OF ISSUE: November 29, 2004

DATE EFFECTIVE: December 2004 Billing Cycle

ISSUED BY: Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00290 dated November 22, 2004



**COLUMBIA GAS OF KENTUCKY, INC.**

**CURRENTLY EFFECTIVE BILLING RATES**

(Continued)

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment<sup>1/</sup> Demand</u> \$	<u>Commodity</u> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE GPR<sup>3/</sup></u></b>				
First 1 Mcf or less per Mo.	6.95	N/A	N/A	N/A
Over 1 Mcf per Mo.	1.8715	N/A	N/A	N/A
<b><u>RATE SCHEDULE GPO<sup>3/</sup></u></b>				
<u>Commercial or Industrial</u>				
First 1 Mcf or less per Mo.	18.88	N/A	N/A	N/A
Next 49 Mcf per Mo.	1.8715	N/A	N/A	N/A
Next 350 Mcf per Mo.	1.8153	N/A	N/A	N/A
Next 600 Mcf per Mo.	1.7296	N/A	N/A	N/A
Over 1000 Mcf per Mo.	1.5802	N/A	N/A	N/A
<b><u>RATE SCHEDULE IS</u></b>				
<u>Customer Charge per Mo.</u>	116.55			116.55
First 30,000 Mcf	0.5467		8.0949 <sup>2/</sup>	8.6416
Over 30,000 Mcf	0.2905		8.0949 <sup>2/</sup>	8.3854
<u>Standby Service Demand Charge</u>				
Demand Charge times Daily Firm				
Volume (Mcf) in Customer Service Agreement		6.6555		6.6555
<u>Delivery Service<sup>1</sup></u>				
Administrative Charge	55.90			55.90
First 30,000 Mcf	0.5467			
Over 30,000 Mcf	0.2905			0.2905
Banking and Balancing Service (continued on following sheet)		0.0205		0.0205

CANCELLED  
10-27-05

- 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/ IS Customers may be subject to the Demand Gas Cost, under the conditions set forth on Sheets 14 and 15 of this tariff.
- 3/ Currently, there are no customers on this rate schedule.

**DATE OF ISSUE:** August 26, 2005

**DATE EFFECTIVE:** September 2005 Billing Cycle

**ISSUED BY:** Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in  
 24, 2005

**ISSUED BY:** □

**PUBLIC SERVICE COMMISSION  
 OF KENTUCKY**  
 OFFICE OF THE CLERK  
 August 26, 2005  
 PURSUANT TO 807 KAR 5:011  
 SECTION 10(1)

d August  
 By   
 Executive Director

COLUMBIA GAS OF KENTUCKY, INC.

**CURRENTLY EFFECTIVE BILLING RATES**

(Continued)

	<u>Base Rate Charge</u> \$	<u>Gas Cost Demand</u> \$	<u>Adjustment<sup>1/</sup> Commodity</u> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE GPR<sup>3/</sup></u></b>				
First 1 Mcf or less per Mo.	6.95	N/A	N/A	N/A
Over 1 Mcf per Mo.	1.8715	N/A	N/A	N/A
<b><u>RATE SCHEDULE GPO<sup>3/</sup></u></b>				
<u>Commercial or Industrial</u>				
First 1 Mcf or less per Mo.	18.88	N/A	N/A	N/A
Next 49 Mcf per Mo.	1.8715	N/A	N/A	N/A
Next 350 Mcf per Mo.	1.8153	N/A	N/A	N/A
Next 600 Mcf per Mo.	1.7296	N/A	N/A	N/A
Over 1000 Mcf per Mo.	1.5802	N/A	N/A	N/A
<b><u>RATE SCHEDULE IS</u></b>				
<u>Customer Charge per Mo.</u>	116.55			116.55
First 30,000 Mcf	0.5467		8.5987 <sup>2/</sup>	9.1454
Over 30,000 Mcf	0.2905		8.5987 <sup>2/</sup>	8.8892
<u>Standby Service Demand Charge</u>				
Demand Charge times Daily Firm Volume (Mcf) in Customer Service Agreement		6.8189		6.8189
<u>Delivery Service<sup>1</sup></u>				
Administrative Charge	55.90			55.90
First 30,000 Mcf	0.5467			
Over 30,000 Mcf	0.2905			0.2905
Banking and Balancing Service		0.0207		0.0207
(continued on following sheet)				
<p>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.</p> <p>2/ IS Customers may be subject to the Demand Gas Cost, under the conditions set forth on Sheets 14 and 15 of this tariff.</p> <p>3/ Currently, there are no customers on this rate schedule.</p>				


*Cancelled 8-29-2005*

DATE OF ISSUE: May 31, 2005

DATE EFFECTIVE: June 2005

ISSUED BY: Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Case No. 2005-00179 dated May 23, 2005

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE  
 May 31, 2005  
 5/31/2005  
 PURSUANT TO RESOLUTION  
 07 KAR 5:011  
 SECTION 9 (1)  
 By   
 Executive Director



COLUMBIA GAS OF KENTUCKY, INC.

**CURRENTLY EFFECTIVE BILLING RATES**

(Continued)

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment<sup>1/</sup></u> <u>Demand</u> \$	<u>Commodity</u> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE GPR<sup>3/</sup></u></b>				
First 1 Mcf or less per Mo.	6.95	N/A	N/A	N/A
Over 1 Mcf per Mo.	1.8715	N/A	N/A	N/A
<b><u>RATE SCHEDULE GPO<sup>3/</sup></u></b>				
<u>Commercial or Industrial</u>				
First 1 Mcf or less per Mo.	18.88	N/A	N/A	N/A
Next 49 Mcf per Mo.	1.8715	N/A	N/A	N/A
Next 350 Mcf per Mo.	1.8153	N/A	N/A	N/A
Next 600 Mcf per Mo.	1.7296	N/A	N/A	N/A
Over 1000 Mcf per Mo.	1.5802	N/A	N/A	N/A
<b><u>RATE SCHEDULE IS</u></b>				
<u>Customer Charge per Mo.</u>	116.55			116.55
First 30,000 Mcf	0.5467		7.9658 <sup>2/</sup>	8.5125
Over 30,000 Mcf	0.2905		7.9658 <sup>2/</sup>	8.2563
<u>Standby Service Demand Charge</u>				
Demand Charge times Daily Firm Volume (Mcf) in Customer Service Agreement		6.7242		6.7242
<u>Delivery Service<sup>1</sup></u>				
Administrative Charge	55.90			55.90
First 30,000 Mcf	0.5467			
Over 30,000 Mcf	0.2905			0.2905
Banking and Balancing Service	0.0207			0.0207

CANCELLED  
5-31-05

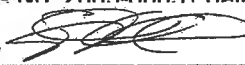
- 1/ The Gas Cost Adjustment, as shown, is an adjustment per Mcf determined in accordance with the "Gas Cost Adjustment Clause" as set forth on Sheets 48 through 51 of this Tariff.
- 2/ IS Customers may be subject to the Demand Gas Cost, under the conditions set forth on Sheets 14 and 15 of this tariff.
- 3/ Currently, there are no customers on this rate schedule.

**DATE OF ISSUE:** March 1, 2005

**DATE EFFECTIVE:** March 2005 Billing Cycle  
 EFFECTIVE  
 March 1, 2005  
 3/1/2005

**ISSUED BY:** Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Case No. 2005-00051 dated February 24, 2005

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 PURSUANT TO 807 KAR 5:011  
 SECTION 9 (1)  
 By   
 Executive Director

COLUMBIA GAS OF KENTUCKY, INC.

**CURRENTLY EFFECTIVE BILLING RATES**

(Continued)

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment<sup>1/</sup></u> \$	<u>Demand</u> \$	<u>Commodity</u> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE GPR<sup>3/</sup></u></b>					
First 1 Mcf or less per Mo.	6.95	N/A	N/A	N/A	N/A
Over 1 Mcf per Mo.	1.8715	N/A	N/A	N/A	N/A
<b><u>RATE SCHEDULE GPO<sup>3/</sup></u></b>					
<u>Commercial or Industrial</u>					
First 1 Mcf or less per Mo.	18.88	N/A	N/A	N/A	N/A
Next 49 Mcf per Mo.	1.8715	N/A	N/A	N/A	N/A
Next 350 Mcf per Mo.	1.8153	N/A	N/A	N/A	N/A
Next 600 Mcf per Mo.	1.7296	N/A	N/A	N/A	N/A
Over 1000 Mcf per Mo.	1.5802	N/A	N/A	N/A	N/A
<b><u>RATE SCHEDULE IS</u></b>					
<u>Customer Charge per Mo.</u>	116.55				116.55
First 30,000 Mcf	0.5467		8.9669 <sup>2/</sup>		9.5136
Over 30,000 Mcf	0.2905		8.9669 <sup>2/</sup>		9.2574
<u>Standby Service Demand Charge</u>					
Demand Charge times Daily Firm					
Volume (Mcf) in Customer Service Agreement		6.6520			6.6520
<u>Delivery Service<sup>1</sup></u>					
Administrative Charge	55.90				55.90
First 30,000 Mcf	0.5467				
Over 30,000 Mcf	0.2905				0.2905
Banking and Balancing Service	0.0208				0.0208
(continued on following sheet)					
<p>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.</p> <p>2/ IS Customers may be subject to the Demand Gas Cost, under the conditions set forth on Sheets 14 and 15 of this tariff.</p> <p>3/ Currently, there are no customers on this rate schedule.</p>					

DATE OF ISSUE; November 29, 2004

DATE EFFECTIVE: December 2004 Billing Cycle

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE  
 November 29, 2004  
 11/29/2004  
 PURSUANT TO 807 KAR 5:011  
 President  
 SECTION 9 (1)

Issued by: Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00299 dated November 22, 2004

C  
 3/1/2005

By   
 Executive Director

**COLUMBIA GAS OF KENTUCKY, INC.**

**CURRENTLY EFFECTIVE BILLING RATES**

(Continued)

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment</u> <sup>1/</sup> <u>Demand</u> \$	<u>Commodity</u> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE IUS</u></b>				
For All Volumes Delivered Per Mcf	0.3038	1.3082	8.0949	9.7069
<u>Delivery Service</u>				
Administrative Charge	55.90			55.90
Delivery Rate Per Mcf	0.3038	1.3082		1.6120
Banking and Balancing Service		0.0205		0.0205
<b><u>MAINLINE DELIVERY SERVICE</u></b>				
Administrative Charge	55.90			55.90
Delivery Rate Per Mcf	0.0858			0.0858
Banking and Balancing Service		0.0205		0.0205

CANCELLED  
 10-27-05

<sup>1/</sup> 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.

**DATE OF ISSUE:** August 26, 2005

**DATE EFFECTIVE:** September 2005 Billing Cycle

**ISSUED BY:** Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Case No. 2005-00318 dated August 24, 2005

**ISSUED BY:**

**PUBLIC SERVICE COMMISSION OF KENTUCKY**  
 August 29, 2005  
 8/29/2005  
 PURSUANT TO 807 KAR 5:011  
 SECTION 9 (1)  
 Case No. 2005-00318 dated August 24, 2005  
 By   
 Executive Director



COLUMBIA GAS OF KENTUCKY, INC.

**CURRENTLY EFFECTIVE BILLING RATES**

(Continued)

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment<sup>1/</sup></u> \$	<u>Demand</u> \$	<u>Commodity</u> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE IUS</u></b>					
For All Volumes Delivered Per Mcf	0.3038	1.1786		8.5987	10.0811
<u>Delivery Service</u>					
Administrative Charge	55.90				55.90
Delivery Rate Per Mcf	0.3038	1.1786			1.4824
Banking and Balancing Service		0.0207			0.0207
<b><u>MAINLINE DELIVERY SERVICE</u></b>					
Administrative Charge	55.90				55.90
Delivery Rate Per Mcf	0.0858				0.0858
Banking and Balancing Service		0.0207			0.0207

CANCELLED  
 —  
 8-29-05

Cancelled 8-29-2005

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.

DATE OF ISSUE: May 31, 2005

DATE EFFECTIVE: June 2005 Billing Cycle

ISSUED BY: Joseph W. Kelly

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE  
 May 31, 2005  
 PURSUANT TO 807 KAR 5:011  
 SECTION 9 (1)  
 President

Issued by authority of an Order of the Public Service Commission in Case No. 2005

By  ay 23,  
 Executive Director

COLUMBIA GAS OF KENTUCKY, INC.

**CURRENTLY EFFECTIVE BILLING RATES**

(Continued)

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment<sup>1/</sup> Demand</u> \$	<u>Commodity</u> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE IUS</u></b>				
For All Volumes Delivered Per Mcf	0.3038	1.1531	7.9658	9.4227
<u>Delivery Service</u>				
Administrative Charge	55.90			55.90
Delivery Rate Per Mcf	0.3038	1.1531		1.4569
Banking and Balancing Service		0.0207		0.0207
<b><u>MAINLINE DELIVERY SERVICE</u></b>				
Administrative Charge	55.90			55.90
Delivery Rate Per Mcf	0.0858			0.0858
Banking and Balancing Service		0.0207		0.0207

CANCELLED  
5-31-05

<sup>1/</sup> 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.

DATE OF ISSUE: March 1, 2005

DATE EFFECTIVE: March 2005 Billing Cycle

ISSUED BY: Joseph W. Kelly

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY

EFFECTIVE  
 3/1/2005  
 March 1, 2005  
 PURSUANT TO 807 KAR 5:011  
 SECTION 9 (1)  
 President

Issued by authority of an Order of the Public Service Commission in Case  
 24, 2005

By  February  
 Executive Director

COLUMBIA GAS OF KENTUCKY, INC.

**CURRENTLY EFFECTIVE BILLING RATES**

(Continued)

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment<sup>1/</sup> Demand</u> \$	<u>Commodity</u> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE IUS</u></b>				
For All Volumes Delivered Per Mcf	0.3038	1.2130	8.9669	10.4837
<u>Delivery Service</u>				
Administrative Charge	55.90			55.90
Delivery Rate Per Mcf	0.3038	1.2130		1.5168
Banking and Balancing Service		0.0208		0.0208
<b><u>MAINLINE DELIVERY SERVICE</u></b>				
Administrative Charge	55.90			55.90
Delivery Rate Per Mcf	0.0858			0.0858
Banking and Balancing Service		0.0208		0.0208

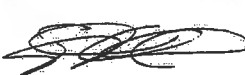
<sup>1/</sup> The Gas Cost Adjustment, as shown, is an adjustment per Mcf determined in accordance with the "Gas Cost Adjustment Clause" as set forth on Sheets 48 through 51 of this Tariff.

DATE OF ISSUE; November 29, 2004

DATE EFFECTIVE: December 2004 Billing Cycle

Issued by: Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00299 dated November 22, 2004

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EXECUTIVE  
 11/29/2004  
 President  
 PURSUANT TO 807 KAR 5:011  
 SECTION 9 (1)  
 By   
 Executive Director

C  
 3/1/2005



COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

**CURRENTLY EFFECTIVE BILLING RATES**

**RATE SCHEDULE SVGTS**

**Delivery Charge per Mcf**

General Service Residential

First 1 Mcf or less per month	\$ 6.95 (Minimum Bill)
Over 1 Mcf per month	1.8715

General Service Other

First 1 Mcf or less per month	\$18.88 (Minimum Bill)
Next 49 Mcf per month	1.8715
Next 350 Mcf per month	1.8153
Next 600 Mcf per month	1.7296
Over 1000 Mcf per month	1.5802

Intrastate Utility Service

For all volumes per month	\$ 0.038
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Actual Gas Cost Adjustment

For all volumes per month	\$ ( 0.8508)
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Rate Schedule SVAS

Balancing Charge – per Mcf	\$ 1.1903
----------------------------	-----------

CANCELLED

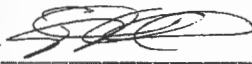
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10-27-05

DATE OF ISSUE: August 26, 2005

DATE EFFECTIVE: September 2005 Billing Cycle

ISSUED BY: Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Ca  
24, 2005 By  d August

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
8/29/2005  
August 29, 2005  
PURSUANT TO 807 KAR 5:011  
SECTION 9(1)  
President

Executive Director

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

**CURRENTLY EFFECTIVE BILLING RATES**

**RATE SCHEDULE SVGTS**

**Delivery Charge per Mcf**

**General Service Residential**

First 1 Mcf or less per month	\$ 6.95 (Minimum Bill)
Over 1 Mcf per month	1.8715

**General Service Other**

First 1 Mcf or less per month	\$18.88 (Minimum Bill)
Next 49 Mcf per month	1.8715
Next 350 Mcf per month	1.8153
Next 600 Mcf per month	1.7296
Over 1000 Mcf per month	1.5802

**Intrastate Utility Service**

For all volumes per month	\$ 0.038
---------------------------	----------

**Actual Gas Cost Adjustment**

For all volumes per month	\$ 0.3196
---------------------------	-----------

**Rate Schedule SVAS**

Balancing Charge – per Mcf

CANCELLED

\$ 1.0525

8-29-05

*Cancelled  
8-29-2005*

DATE OF ISSUE: May 31, 2005

DATE EFFECTIVE: June 2005 Billing Cycle  
PURSUANT TO 507 KAR 5:011  
MAY 31, 2005  
SECTION 9 (1)

ISSUED BY: Joseph W. Kelly

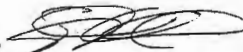
Issued by authority of an Order of the Public Service Commission in Case No. 2005

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

5/31/2005

PURSUANT TO 507 KAR 5:011  
MAY 31, 2005  
SECTION 9 (1)

President



July 23,  
Executive Director

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

**CURRENTLY EFFECTIVE BILLING RATES**

**RATE SCHEDULE SVGTS**

**Delivery Charge per Mcf**

General Service Residential

First 1 Mcf or less per month	\$ 6.95 (Minimum Bill)
Over 1 Mcf per month	1.8715

General Service Other

First 1 Mcf or less per month	\$18.88 (Minimum Bill)
Next 49 Mcf per month	1.8715
Next 350 Mcf per month	1.8153
Next 600 Mcf per month	1.7296
Over 1000 Mcf per month	1.5802

Intrastate Utility Service

For all volumes per month	\$ 0.038
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Actual Gas Cost Adjustment

For applicable volumes per month	\$ 0.3307
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**RATE SCHEDULE SVAS**

Balancing Charge – per Mcf	\$ 1.0570
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CANCELLED  
5-31-05

DATE OF ISSUE: April 12, 2005

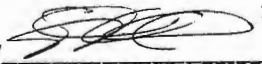
ISSUED BY: Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00207 dated March 29, 2005

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
4/1/2005

PURSUANT TO 807 KAR 5:011

DATE EFFECTIVE: April 12, 2005

By  Executive Director



COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

**CURRENTLY EFFECTIVE BILLING RATES**

**RATE SCHEDULE SVGTS**

**Delivery Charge per Mcf**

General Service Residential

First 1 Mcf or less per month	\$ 6.95 (Minimum Bill)
Over 1 Mcf per month	1.8715

General Service Other

First 1 Mcf or less per month	\$18.88 (Minimum Bill)
Next 49 Mcf per month	1.8715
Next 350 Mcf per month	1.8153
Next 600 Mcf per month	1.7296
Over 1000 Mcf per month	1.5802

Intrastate Utility Service

For all volumes per month	\$ 0.038
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Actual Gas Cost Adjustment

For all volumes per month	\$ 0.3307
---------------------------	-----------

CANCELLED  
4-1-05

DATE OF ISSUE: March 1, 2005

ISSUED BY: Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Case No. 2005-00051 dated February 24, 2005

DATE EFFECTIVE: March 2005 Billing Cycle

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
3/1/2005  
PURSUANT TO 807 KAR 5:011  
SECTION 2.15  
MARCH 1, 2005  
By  ant  
Executive Director

COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

**CURRENTLY EFFECTIVE BILLING RATES**

**RATE SCHEDULE SVGTS**

**Delivery Charge per Mcf**

General Service Residential

First 1 Mcf or less per month	\$ 6.95 (Minimum Bill)
Over 1 Mcf per month	1.8715

General Service Other

First 1 Mcf or less per month	\$18.88 (Minimum Bill)
Next 49 Mcf per month	1.8715
Next 350 Mcf per month	1.8153
Next 600 Mcf per month	1.7296
Over 1000 Mcf per month	1.5802

Intrastate Utility Service

For all volumes per month	\$ 0.038
---------------------------	----------

Actual Gas Cost Adjustment

For all volumes per month	\$ 0.1454
---------------------------	-----------

DATE OF ISSUE; November 29, 2004

DATE EFFECTIVE: December 2004

ISSUED BY: Joseph W. Kelly

Issued by authority of an Order of the Public Service Commission in Case No. 2004-00299 dated November 22, 2004

PUBLIC SERVICE COMMISSION

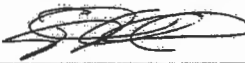
OF KENTUCKY

November 29, 2004

11/29/2004

PURSUANT TO KAR 5:011-

SECTION 9 (1)

By 

Executive Director

C  
3/1/2005

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, 2005. 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 Customer Group as the term is defined herein, and
  - (a) The Customer Group 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 Customer Group 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.
- (4) Customers enrolled in Columbia's Customer Assistance Program as set forth on Sheet No. 51b relinquish their individual right to choose an alternative supplier as a condition of their participation in that program. The Customer Assistance Program administrator will be authorized to aggregate all of the Customer Assistance Program participants into a single Customer Group for the purpose of selecting a ~~commercial~~ <sup>public utility</sup> supplier.

~~CANCELLED~~  
7-1-05

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
SEP 25 2003  
PURSUANT TO 807 KAR 5:011  
SECTION 9(1)  
BY Charles W. Dorn  
EXECUTIVE DIRECTOR

DATE OF ISSUE: October 6, 2003

DATE EFFECTIVE: September 25, 2003

Issued by: Joseph W. Kelly

President

Issued by authority of the Public Service Commission in Case No. 99-165 dated September 25, 2003

**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 Charge for the applicable Rate Schedule as set forth below:

**General Service Residential**

First 1 Mcf or less per month	\$6.95 (Minimum Bill)
All over 1 Mcf per month	1.8715 per Mcf

**General Service Other**

First 1 Mcf or less per month	\$18.88 (Minimum Bill)
Next 49 Mcf per month	1.8715 per Mcf
Next 350 Mcf per month	1.8153 per Mcf
Next 600 Mcf per month	1.7296 per Mcf
Over 1,000 Mcf per month	1.5802 per Mcf

**Intrastate Utility Service**

For all volumes per month	\$0.3038 per Mcf
---------------------------	------------------

CANCELLED  
4-1-05

**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**

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.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAR 01 2003

DATE OF ISSUE: January 30, 2003

Issued by: 

PURSUANT TO 807 KAR 5:011  
DATE EFFECTIVE: March 1, 2003  
Vice President

BY:   
EXECUTIVE DIRECTOR

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 (Continued)**

**ACTUAL GAS COST ADJUSTMENT**

Volumes delivered to all customers under this rate schedule are subject to the Actual Gas Cost Adjustment which is the sum of the Refund Adjustment, SAS Refund Adjustment, Actual Cost Adjustment and Balancing 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.

CANCELLED  
4-1-05

**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 as of the end of the ninety (90) day notice period as set forth on Sheet No. 35.

**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.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 01 2001

PURSUANT TO 807 KAR 5-011

**DATE OF ISSUE:** August 28, 2001  
**Issued by:** Joseph W. Kelly

SECTION 9 (1)  
**DATE EFFECTIVE:** September 1, 2001  
of *Stephen Bell*  
Vice President and Chief Operating Officer  
SECRETARY OF THE COMMISSION

**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, 2005. 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 a Customer Group 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 Customer Groups 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 SVGTS provided they meet the following requirements:

1. Satisfactory completion of a determination of credit worthiness by Columbia;
2. Execution of a contract with Columbia for Small Volume Aggregation Service;
3. Marketer agrees to provide firm services to its customers. If requested by Columbia, Marketer must demonstrate that it has the capability to reliably serve its customers' firm requirements;
4. 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;
5. Marketer agrees to flow gas in accordance with the demand curves provided by Columbia.

CANCELLED  
4-1-05

**AGGREGATION POOL**

Marketers will be required to establish one or more Aggregation Pools for aggregation purposes. An Aggregation Pool shall be comprised of those customers within each Marketer's Customer Group located within the same Columbia Gas Transmission Corporation market area. Marketers shall have the option to create multiple Aggregation Pools within a single Columbia Gas Transmission market area.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**DATE OF ISSUE:** October 6, 2003

**DATE EFFECTIVE:** September 25, 2003

**Issued by:** Joseph W. Kelly

PURSUANT TO 807 KAR 5:011  
SECTION 9 (1) President

Issued by authority of an Order of the Public Service Commission in Case No. 99-105 dated September 25, 2003

BY *Charles W. Dorn*

SEP 25 2003



**COLUMBIA GAS OF KENTUCKY, INC.**

PUBLIC SERVICE COMMISSION  
OF KENTUCKY, P.S.C. Ky. No. 5

EFFECTIVE

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

**JUL 19 2000**

**RATE**

\$0.05 per Mcf for all volumes delivered to the Marketer's Customer Group during the billing month.

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)  
BY: Stephan D. Bue  
SECRETARY OF THE COMMISSION

**BALANCING CHARGE**

\$0.35 per Mcf for all volumes delivered during the billing month to the Marketer's Customer Group for which the Marketer has not taken assignment of capacity from Columbia.

**DEMAND CURVES**

On or about the 20<sup>th</sup> of each month Columbia will provide the Marketers with the normalized monthly volumetric profile and daily demand curve(s) for the Marketer's customers. Columbia provides separate demand curves for the Marketers' Customer Groups in each market area. If a marketer provides the daily balancing for a portion of a marketer's Customer Group, and Columbia provides the balancing for the remainder of the group, Columbia provides separate demand curves for the two subgroups. As described in the sections titled "Delivery Requirement: Optional Assignment Phase" and "Delivery Requirement: Mandatory Assignment Phase", the marketer's demand curves and either the forecast or actual temperature determines the daily volume of gas the marketer must deliver for its customers.

Customer bills are calculated in a manner which assumes that a Marketer provides all of the gas consumed by a customer. However, Marketers do not normally provide all the gas consumed by their new customers and upon which initial bills under Rate Schedule SVGTS are calculated, due to cycle billing and the issuance of demand curves on a monthly basis. Columbia shall adjust Marketer demand curves to provide for repayment in kind of all gas actually supplied by Columbia or a customer's previous Marketer.

If Marketer fails to deliver gas in accordance with its customers' full service requirements for natural gas, Company shall supply natural gas temporarily to the affected customers, and shall bill Marketer the higher of either: 1) the fair market price for that period, or 2) the highest incremental cost of gas for that period that actually was paid by Columbia, including transportation and all other applicable charges. This gas will not be considered a credit for volumes delivered in the annual reconciliation.

CANCELLED  
4-1-05

In the event Marketer over-delivers to Columbia and such over-delivered volumes cause Columbia to incur penalties from a pipeline, or other costs associated with such excess supplies, then Marketer shall reimburse Columbia for the Marketer's prorata share of such penalties and costs.

Columbia assigns, or offers for assignment, only that daily transportation and storage capacity necessary to serve the demand of the Marketer's Customer Group on a day with design temperature. A Marketer must obtain its own capacity and supply to serve the incremental customer demand on days colder than design. Failure of a Marketer to deliver volumes on such days shall be grounds for expulsion from the small volume transportation service program.

**DATE OF ISSUE:** June 19, 2000  
**Issued by:** Joseph W. Kelly

**DATE EFFECTIVE:** July 19, 2000  
Vice President and Chief Operating Officer

**COLUMBIA GAS OF KENTUCKY, INC.**

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

**DAILY BALANCING**

Daily balancing is the adjustment of volumes delivered to match the demand estimated for the Customer Group at the actual temperature. The balancing occurs retroactively the morning after the conclusion of the gas day, when the actual temperature is known. On the Columbia system, storage capacity provides the daily balancing. Deliveries in excess of estimated demand are injected retroactively into storage. If deliveries are less than demand, the deficiency is withdrawn retroactively from storage and delivered to the city gate.

**ASSIGNMENT OF CAPACITY**

In Phase 1, the optional assignment phase of the program, Marketers will be required to take the minimum level of Columbia's storage capacity, as determined by Columbia, but will not be required to take assignment of interstate pipeline transportation capacity from Columbia in order to serve customers under Rate Schedule SVGTS. However, should program participation rise to such levels that Columbia's stranded cost projections exceed its Stranded Cost Recovery Pool revenue projections over the term of the small volume gas transportation program, Columbia reserves the right to implement Phase 2, the mandatory assignment phase, during which Columbia will require assignment of both transportation and storage capacity for any additional customers. Columbia shall notify the Commission and all certified Marketers ninety (90) days in advance of Columbia's intention to require such mandatory capacity assignment. Said notice will describe the terms under which Marketers must accept assignment of Columbia's capacity and will describe the duration of the required assignment.

Marketer shall, at Columbia's request, provide the necessary assistance required to complete assignment transactions.

**REASSIGNMENT OF CAPACITY**

Marketers may reassign capacity subject to recall by the Company. The assignee shall remain subject to all operational flow orders and recall provisions invoked by Columbia. The assignee continues to be responsible to Columbia for payment of all upstream pipeline charges associated with the assigned capacity, including but not limited to demand and commodity charges, shrinkage, injection and withdrawal charges, GRI charges, cashouts, transition costs, pipeline overrun, actual cost adjustments and all other applicable charges.

**INITIAL PHASE: OPTIONAL ASSIGNMENT OF CAPACITY**

Certified Marketers may elect the assignment of firm capacity from Columbia under Columbia Gas Transmission Corporation's Rate Schedules Firm Transportation Service ("FTS"), and Columbia Gulf Transmission Corporation's Rate Schedule FTS-1. Marketers are required to take assignment of the minimum level of storage assignment offered from Columbia under Columbia Gas Transmission Corporation's Rate Schedule Firm Storage Service ("FSS") including Storage Service Transportation ("SST"). Transportation and storage capacities are offered in the same proportion as contracted for by Columbia to serve its existing peak day requirements. Total transportation and storage capacity offered will be equal to the sum of the Phase I peak day demands for each Aggregation Pool, as estimated by Columbia. Marketers may elect to take up to the maximum capacity offered but not less than the required minimum.

CANCELLED  
4-1-05

PUBLIC SERVICE COMMISSION  
KENTUCKY  
EFFECTIVE  
JAN 17 2003

**DATE OF ISSUE:** January 17, 2003

**DATE EFFECTIVE:** January 17, 2003

**Issued by:** Joseph W. Kelly

BY Charles H. [Signature] Vice President  
EXECUTIVE DIRECTOR

Issued by authority of an Order of the Public Service Commission in Case No. 2002-00117 dated January 13, 2003



**COLUMBIA GAS OF KENTUCKY, INC.**

P.S.C. Ky. No. 5

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

Marketers are required to take the minimum level of storage capacity offered by Columbia and may elect the assignment of firm transportation and up to the maximum level of storage capacity offered by Columbia, provided capacity is assigned in accordance with the following provisions:

1. Assignment of firm capacity on Columbia Gulf Transmission Corporation will be provided only if the Marketer accepts an equal volume of firm transportation capacity on Columbia Gas Transmission Corporation, adjusted for retention.
2. Columbia will assign firm storage and associated transportation capacity under Columbia Gas Transmission Corporation's Rate Schedules FSS and SST based on the operational requirements of the market area in which the Marketer(s) is serving Phase I customers. Firm Storage Service capacity will be assigned in the same ratio of seasonal contract quantity ("SCQ") to maximum daily storage quantity ("MDSQ") as contained in the Company's contracts with Columbia Gas Transmission. Marketers must also accept Columbia Gas Transmission Corporation's SST capacity equal to the MDSQ of the storage assignment. ~~Marketers must meet an annual minimum prescribed storage inventory level of 98% of SCQ at November 1; a minimum inventory level of 30% of SCQ at February 11; and a minimum inventory level of 2% at March 31. Marketers must pre-authorize Columbia Gas Transmission Corporation to provide this inventory information to Columbia for these dates.~~ **CANCELLED**  
**4-1-05**
3. Columbia's assignment of firm transportation capacities, if any, will be in twelve (12) month increments. Columbia's assignment of firm storage and associated SST transportation capacity shall be effective from the first of the month following the requested assignment through the following March 31<sup>st</sup>. Adjustments for demand costs paid by Columbia on assigned storage and SST capacity from April 1<sup>st</sup> through the date of an assignment shall be determined in accordance with the provisions as set forth on Sheet 36a.
4. Marketers assigned capacity by Columbia are subject to the terms and conditions of the tariffs of those pipeline companies on whose facilities capacity is assigned.
5. A Marketer shall serve the total daily demands of its Phase I customers through any combination of flowing supply and storage withdrawals, subject only to limitation of the pipeline tariffs.
6. Columbia may recall any capacity assigned to Marketers pursuant to this paragraph, to resume service to customers in any instance where a Marketer fails to serve the daily demands of its customers.

**CHANGES IN TRANSPORTATION ASSIGNMENT: OPTIONAL ASSIGNMENT PHASE**

Columbia will increase at the Marketer's request, assignment of transportation capacity monthly to reflect increases in peak day requirements resulting from gains of customers.

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BY Charles L. [Signature] Vice President  
EXECUTIVE DIRECTOR

Issued by authority of an Order of the Public Service Commission in Case No. 2002-00117 dated January 13, 2003



**COLUMBIA GAS OF KENTUCKY, INC.**

P.S.C. Ky. No. 5

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

**CHANGES IN STORAGE ASSIGNMENT: OPTIONAL ASSIGNMENT PHASE**

Effective April 1, Marketers may elect any volume of storage capacity above the minimum required by Columbia up to the maximum offered by Columbia for its Customer Group. Monthly in the months May through November, Columbia will adjust at the Marketer's request, assignment of storage capacity to reflect changes in peak day requirements resulting from gains or losses of customers. Monthly in the months of December through March assignments of storage shall be determined by the provisions set forth on Sheet 36f. Marketer requests must be submitted no later than the 15<sup>th</sup> day of the preceding month that the requested change is to become effective. Columbia will adjust the assignment of storage capacity no later than the first day of the applicable month subject to the following conditions:

1. All increases in the direct assignment of storage capacity to Marketers will be considered effective April 1 with Columbia being fully reimbursed for all related demand charges. Columbia will reduce said demand charges by crediting the Marketer the Balancing Charges paid by the Marketer subsequent to April 1 for that group of customers for which the Marketer will provide balancing service with this assignment. For any change in storage assignment which results in an increase in the direct assignment of FSS storage capacity to the Marketer, effective the first day of any month except April, Columbia and the Marketer will make a corresponding inventory transfer at the higher of: (1) the applicable LIFO rate; or (2) the Citygates, Columbia Gas, Delivered, Midpoint Price Index reported for the first business day of the month of the inventory transfer, as reported in *Gas Daily*, minus Columbia Gas Transmission Corporation SST commodity and fuel charges. In either instance the rate will be plus applicable taxes.
2. Marketers may request a reduction in the direct assignment of storage capacity provided the Marketer has incurred a net reduction in Customer Group volumes in the Columbia Gas Transmission Corporation market area behind which the Marketer's customer reside, and the net reduction in volumes results from the loss of customers. All decreases in the direct assignment of storage will be considered retroactive to April 1 with the Marketer being fully reimbursed for all related demand charges, but adjusted for the Balancing Charges that would have been necessary to serve that portion of the Marketer's Aggregation Pool(s) subsequent to April 1. In the event that a Marketer elects to return storage capacity, Columbia will have the right to purchase the corresponding storage inventory at 95 percent of the difference between the Citygates, Columbia Gas, Delivered, Midpoint Price Index reported for the first business day of the month of inventory transfer, as reported in *Gas Daily*, minus Columbia Gas Transmission Corporation SST commodity and fuel charges.
3. If a Marketer who has elected storage capacity assignment under the Optional Assignment provision and elects, effective April 1, not to renew the storage assignment from Columbia, the Marketer may choose how to dispose of any inventory remaining in storage. The Marketer will have the option to sell the inventory to Columbia at 95 percent of the difference of the Citygates, Columbia Gas, Delivered, Midpoint Price Index reported for the first business day of April in *Gas Daily* minus Columbia Gas Transmission Corporation SST commodity and fuel charges in effect at that time.

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**COLUMBIA GAS OF KENTUCKY, INC.**

P.S.C. Ky. No. 5

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

**PROVISION OF DAILY BALANCING: OPTIONAL ASSIGNMENT PHASE**

Columbia will specify the minimum volume of storage for which the Marketer must accept assignment for its Phase I Customer Group. With assignment of this minimum storage volume, the Marketer shall provide the balancing for the demand of its entire Customer Group, and shall not pay the balancing fee.

**DELIVERY REQUIREMENT: OPTIONAL ASSIGNMENT PHASE**

All Marketers must make deliveries according to the demand curve for each Aggregation Pool. The demand curve at the actual temperature will determine the Marketer's required daily delivery. Columbia will provide the actual temperature on the day after the gas day.

Columbia may revise either the demand curve, or the delivery required on individual days, as it deems necessary for operational needs. Any Marketer which fails to deliver gas volumes in accordance with the demand curve may be suspended or excluded from participation as a certified Marketer.

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COLUMBIA GAS OF KENTUCKY, INC.

P.S.C. Ky. No. 5

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

**SECOND PHASE: MANDATORY CAPACITY ASSIGNMENT**

Columbia will assign firm capacity under Columbia Gas Transmission Corporation's Rate Schedules FTS, FSS including SST, Columbia Gulf Transmission Corporation's Rate Schedule FTS-1 and Tennessee Gas Pipeline Firm Transportation (FT-A). Columbia will assign transportation and storage capacity based on the operational requirements of the market area in which the Marketer is serving customers. Total transportation and storage capacity offered will be equal to the sum of the Phase 2 peak day demands for each Aggregation Pool, as estimated by Columbia.

Columbia will assign capacity in accordance with the following provisions.

1. Each Aggregation Pool must be located within a single Columbia Gas Transmission Corporation market area for purposes of assignment.
2. If Columbia assigns firm capacity on Columbia Gulf Transmission Corporation, Columbia will also assign an equal amount of firm transportation capacity on Columbia Gas Transmission Corporation, adjusted for retention.
3. Firm Storage Service capacity will be assigned in the same ratio of seasonal contract quantity ("SCQ") to maximum daily storage quantity ("MDSQ") as contained in the Company's contracts with Columbia Gas Transmission. Columbia will assign equal levels of Columbia Gas Transmission Corporation's SST capacity and MDSQ. Marketers must meet an annual minimum prescribed storage inventory level of 98% of SCQ at November 1; a minimum inventory level of 30% of SCQ at February 11. Marketers must pre-authorize Columbia Gas Transmission Corporation to provide this inventory information to Columbia for these dates.
4. Columbia's assignment of transportation and storage capacity will be in twelve (12) month increments.
5. Marketers assigned capacity by Columbia are subject to the terms and conditions of the tariffs of those pipeline companies on whose facilities capacity is assigned.
6. A Marketer shall serve the total daily demands of its Phase 2 customer demand through any combination of flowing supply and storage withdrawals, subject only to limitation of the pipeline tariffs.
7. Columbia may recall any capacity assigned to Marketers pursuant to this paragraph, to resume service to customers in any instance where a Marketer fails to serve the daily demands of its customers.

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**COLUMBIA GAS OF KENTUCKY, INC.**

P.S.C. Ky. No. 5

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

**CHANGES IN TRANSPORTATION ASSIGNMENT: MANDATORY ASSIGNMENT PHASE**

Columbia will adjust assignment of transportation capacity monthly to reflect changes in peak day requirements resulting from gains of customers.

**CHANGES IN STORAGE ASSIGNMENT: MANDATORY ASSIGNMENT PHASE**

Columbia will increase assignment of storage capacity monthly to reflect increases in peak day requirements resulting from gains of customer demand. In the months April through November, Columbia will decrease assignment of storage capacity to reflect decreases in peak day requirements resulting from loss of customer demand. Columbia will make these adjustments in the assignment of storage capacity no later than the first day of the applicable month subject to the following conditions:

1. All increases in the direct assignment of storage capacity to Marketers will be considered effective April 1 with Columbia being fully reimbursed for all related demand charges. In the months November through March, Columbia will reduce said demand charges by crediting the Marketer the estimated storage demand charges paid subsequent to April 1 by that group of Phase 2 customers for which the Marketer will provide balancing service with this assignment. For any increase in the direct assignment of FSS storage capacity to the Marketer, effective the first day of any month except April, Columbia and the Marketer will make a corresponding inventory transfer at the higher of: (1) the applicable LIFO rate; or (2) the Citygates, Columbia Gas, Delivered, Midpoint Price Index reported for the first business day of the month of the inventory transfer, as reported in *Gas Daily*, minus Columbia Gas Transmission Corporation SST commodity and fuel charges. In either instance the rate will be plus applicable taxes.
2. In the months May through November, Columbia will reduce the direct assignment of storage capacity provided the Marketer has incurred a net reduction in Customer Group volumes in the Columbia Gas Transmission Corporation market area behind which the Marketer's customer reside, and the net reduction in volumes results from the loss of customers. All decreases in the direct assignment of storage will be considered retroactive to April 1 with the Marketer being fully reimbursed for all related demand charges. Columbia will have the right to purchase the corresponding storage inventory at 95 percent of the difference between the Citygates, Columbia Gas, Delivered, Midpoint Price Index reported for the first business day of the month of inventory transfer, as reported in *Gas Daily*, minus Columbia Gas Transmission Corporation SST commodity and fuel charges.

**DAILY BALANCING. MANDATORY ASSIGNMENT PHASE**

The Marketer shall provide the balancing for the demand of its entire Phase 2 Customer Group and shall not pay the balancing fee for this demand.

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P.S.C. Ky. No. 5

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

**DELIVERY REQUIREMENT: MANDATORY ASSIGNMENT PHASE**

All Marketers must make deliveries according to the demand curve for each Aggregation Pool. The demand curve at the actual temperature will determine the Marketer's required daily delivery. Columbia will provide the actual temperature on the day after the gas day.

Columbia may revise either the demand curve, or the delivery required on individual days, as it deems necessary for operational needs. Any Marketer which fails to deliver gas volumes in accordance with the demand curve may be suspended or excluded from participation as a certified Marketer.

**RETURN OF CAPACITY AND STORAGE INVENTORY: APPLICABLE IN BOTH THE OPTIONAL AND MANDATORY ASSIGNMENT PHASES**

If a Marketer elects to no longer provide natural gas to Columbia's SVGTS customers, Columbia shall have the right to recall any capacity assigned to the Marketer. The Marketer will have the option to sell the inventory to Columbia at 95 percent of the difference of the Citygates, Columbia Gas, Delivered, Midpoint Price Index reported for the first business day of April in *Gas Daily* minus Columbia Gas Transmission Corporation SST commodity and fuel charges.

If a Marketer has elected capacity assignment or been assigned capacity and subsequently is terminated as provided in the Code of Conduct then Columbia will recall the capacity. However, the Marketer shall remain responsible for the difference between the market value of the assigned capacity for the remaining term of the assignment and the full demand charges. Columbia shall have the option to buy the storage inventory held by the Marketer for its Customer Group. Columbia's purchase price will equal 95 percent of the difference of the Citygates, Columbia Gas, Delivered, Midpoint Price Index reported for the prior business day in the *Gas Daily* published on the day Columbia issues its decision less Columbia Gas Transmission Corporation SST commodity and fuel charges.

**NOMINATION AND SCHEDULING OF DELIVERIES**

Marketers must nominate and schedule all deliveries through the Company's electronic nomination system. Nominations must be made daily, including weekends and holidays, to meet the demand curve volumes.

**MARKETER DEMONSTRATION OF FIRM DELIVERY**

Marketers shall deliver on a firm basis, sufficient supplies of natural gas to meet the daily requirements of their Aggregation Pools. Such deliveries shall be made at Columbia receipt points within the specific Columbia Gas Transmission Corporation market area(s), which correlates with each Marketer Aggregation Pool. Columbia shall have the right to require Marketers to provide information on how the Marketer expects to meet the design peak day requirements of its customers throughout each of the five months of the winter heating season (November through March). The Marketer shall provide to Columbia proof of firm primary delivery point entitlements at Columbia citygate receipt points from interstate pipelines into the Market Area(s) in which its customer(s) reside.

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P.S.C. Ky. No. 5

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

By September 30 of each year Columbia shall send each certified Marketer a request for demonstration and proof of firm primary delivery point entitlements at Columbia citygate receipt points from interstate pipelines into the Market Areas in which the Marketer's customers reside. The Marketer shall respond to Columbia's request on or before October 15 and shall provide the documentation and proof of primary delivery point entitlements at a minimum equal to design peak day demand of its customers during the five months of the upcoming heating season (November through March). By the fifteenth day of the months of November, December, January and February of each year, the Marketer shall automatically submit to Columbia documentation and proof of the required firm primary point delivery entitlements for the remaining months of the applicable winter heating season to match any incremental increase to the design peak day demand for the Marketer's Aggregation Pool(s) from the previous month.

Should a Marketer fail to demonstrate to Columbia's satisfaction that the Marketer has the required firm primary delivery point entitlements, for either the five-month winter heating season (November through March) or for the remaining month(s) during that five-month period, then Columbia may assign to the Marketer transportation and/or storage capacity sufficient to meet the Marketer's shortfall in capacity for each Aggregation Pool. Such assignments will be pursuant to the terms set forth herein as if the Marketer had voluntarily elected the capacity under Phase I optional assignment. Columbia may, at its sole discretion, choose to assign either FTS or FSS/SST capacity up to the demand for which the Marketer is deficient.

**Annual Reconciliation**

Columbia will reconcile imbalances on an annual basis as of each July 31<sup>st</sup> for each Marketer, through determination of the difference between: (1) the Marketer's deliveries for the twelve-month period ended July 31<sup>st</sup> and (2) the actual consumption of the Marketer's aggregate Customer Group, adjusted for recognition of all adjustments applicable to a prior annual period ended July 31<sup>st</sup>.

Marketers will have the option to eliminate the imbalance through either: (1) payment from Columbia for excess deliveries or billed from Columbia for under-deliveries at the average for the twelve-month period ended July 31<sup>st</sup> of the midrange of the Citygates, Columbia Gas, Delivered, Midpoint price index reported for the first business day of the month in *Gas Daily*, or (2) the exchange of gas with Columbia via a storage inventory transfer or delivery over the next thirty (30) days. All elections must be made at the time the Marketer executes a contract with Columbia for Small Volume Aggregation Service.

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**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 Recovery rate exclusive of taxes and delivery charges.
3. With the exception of CAP customers, accept any Columbia residential customer that seeks to enroll if the Marketer has at least one billing rate available to residential customers and accept any Columbia commercial customer that seeks to enroll if the Marketer has at least one billing rate available to commercial 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.

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**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 Customer Group shall revert to Columbia sales service, unless and until said customer joins another Marketer Customer Group. 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 customer 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.

~~CA suspension or termination~~  
~~the suspension or termination~~  
4-1-05

**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 a letter of credit, surety bond, 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.

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BY: Stephen Bell  
SECRETARY OF THE COMMISSION

**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 a letter of credit, surety bond, 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.

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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;

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**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;

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GENERAL TERMS, CONDITIONS, RULE AND REGULATIONS  
APPLICABLE TO Stephen Bee

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 Customer Groups on a monthly basis. Marketers shall notify Columbia by the 15<sup>th</sup> 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 normalized monthly volumetric profile and demand curve for the customers in the aggregate as well as an exceptions report. In the event that a customer attempts to join more than one Customer Group, 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 Customer Group. 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 97.5% 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: June 19, 2000  
Issued by: Joseph W. Kelly

DATE EFFECTIVE: July 19, 2000  
Vice President and Chief Operating Officer



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

HEAT CONTENT ADJUSTMENT

When Company receives Marketer'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 customer. The average monthly heating value of gas measured and calculated by the pipeline which deliver Marketer'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 pipeline other than the delivering pipeline is introduced into Company's pipeline serving customer, so as to raise a question as to the applicability of the heating value determined by the delivering pipeline, either Company or Marketer 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. **CANCELLED**
- (B) The gas sample(s) shall be obtained at or in the vicinity of customer's facilities during normal working hours.
- (C) The gas sample(s) will be analyzed at a ~~Company testing facility or~~ at a testing facility approved by Company. **4-1-06**
- (D) If the analysis is done by an outside testing facility, the testing facility will forward the results directly to Company and the Marketer, 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 the Marketer.
- (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.

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.

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JUL 19 2000

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Vice President and Chief Operating Officer

Issued by authority of an Order of the Public Service Commission in Case No. 99-165 dated May 19, 2000

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

PURSUANT TO 807 KAR 5:011,

SECTION 9(1)

EFFECTIVE



**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

**CANCELLED**  
4-1-05

**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.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 19 2000

**DATE OF ISSUE:** June 19, 2000  
**Issued by:** Joseph W. Kelly

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

**DATE EFFECTIVE:** July 19, 2000  
Vice President and Chief Operating Officer

Issued by authority of an Order of the Public Service Commission in Case No. 99-165 dated May 19, 2000  
SECRETARY OF THE COMMISSION

**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 inquires 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 applicable time period.

**CANCELLED**  
4-1-05

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OF KENTUCKY  
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PURSUANT TO 807 KAR 5:011, Vice President and Chief Operating Officer  
SECTION 9 (1)

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SECRETARY OF THE COMMISSION



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.

4-1-05

PUBLIC SERVICE COMMISSION  
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BY: Stephan Bee  
SECRETARY OF THE COMMISSION

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Vice President and Chief Operating Officer



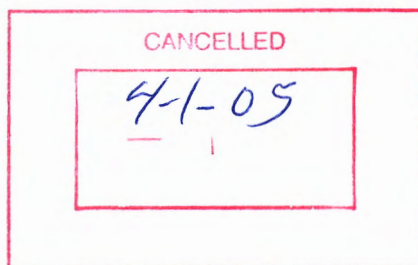
COLUMBIA GAS OF KENTUCKY, INC.

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**

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 shall orally acknowledge the complaint within five (5) working days of receipt. The General Counsel 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 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 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.



PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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JUL 19 2000

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

**DATE OF ISSUE:** June 19, 2000  
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**DATE EFFECTIVE:** July 19, 2000  
Vice President and Chief Operating Officer

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)

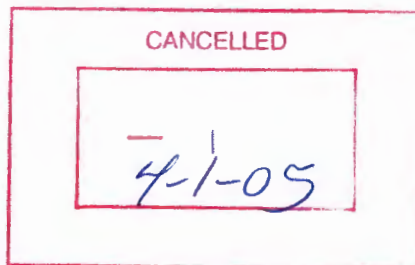
CUSTOMER CONSENT FORM

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



PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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PURSUANT TO 807 KAR 5:011,  
SECTION 9(1)

BY: Stephan Bee  
SECRETARY OF THE COMMISSION

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DATE EFFECTIVE: July 19, 2000  
Vice President and Chief Operating Officer

**COLUMBIA GAS OF KENTUCKY, INC.**

**GAS COST ADJUSTMENT CLAUSE  
APPLICABLE TO ALL RATE SCHEDULES**

GAS COST ADJUSTMENT CLAUSE

Determination of GCA

Company shall file a quarterly report with the Commission which shall contain an updated Gas Cost Adjustment (GCA) Rate and shall be filed at least thirty (30) days prior to the beginning of each quarterly calendar period. The GCA shall become effective for billing with the final meter readings of the first billing cycle of each quarterly calendar period.

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The gas cost adjustment is comprised of:

- (1) The Expected Gas Cost Component (EGC), on a dollar-per-Mcf basis, is made up of two components: (a) Expected Commodity Gas Cost which applies to Rate Schedules GS, IS, and IUS, and represents the average expected commodity cost of gas supplied, and (b) Expected Demand Gas Cost which applies to Rate Schedules GS and IUS, and represents the average expected demand cost of gas supplied, excluding the Standby Service demand costs to be recovered from IS Customers and General Service Delivery Service Customers.
- (2) The supplier Refund Adjustment (RA), on a dollar-per-Mcf basis, which reflects refunds received during the reporting period plus interest at a rate equal to the average of the "three month commercial paper rate" for the immediately preceding twelve month period. In the event of any large or unusual refunds, Company may apply to the Commission for the right to depart from the refund procedure herein set forth.
- (3) The Actual Cost Adjustment (ACA), on a dollar-per-Mcf basis, which compensates for any previous over or undercollections of gas costs experienced by the company through the operation of this gas cost recovery procedure. The ACA shall be based on the twelve months ended June 30th each year, with the ACA factor to be in effect for twelve months beginning September 1st of each year.
- (4) The Balancing Adjustment (BA), on a dollar-per-Mcf basis, which compensates for any under or overcollections which have occurred as a result of prior adjustments.

C

NOTE: All adjustments applicable to the period prior to the effective date of this revised Gas Cost Adjustment Clause will be reconciled through the Expected Commodity Gas Cost to all Customers. Adjustments after the effective date will be assigned to the Expected Demand Gas Cost and Expected Commodity Gas Cost components.

N

(N) New  
(C) Change

CANCELLED  
  
4-1-05

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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NOV 01 1994

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Stephan D. Bell

SECRETARY OF THE COMMISSION

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Issued by: K. I. Shroyer

Vice President - Regulatory Services

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**COLUMBIA GAS OF KENTUCKY, INC.**

**GAS COST ADJUSTMENT CLAUSE  
APPLICABLE TO ALL RATE SCHEDULES  
(Continued)**

**GAS COST ADJUSTMENT CLAUSE - (Continued)**

**Billing**

The Gas Cost Adjustment (GCA) shall be the sum of the following components:

$$GCA = EGC + RA + ACA + BA$$

The GCA will be added to (or subtracted from) the tariff rates prescribed by the Commission Order on Company's latest rate case and will be included in the tariff rates stated on each applicable rate sheet in this tariff.

**Definitions**

For the purpose of this tariff:

4-1-05

- (a) "Average expected cost" is the cost of gas supplies purchased during the latest available twelve month period, including associated transportation charges, storage charges and Take-or-Pay charges, which is determined by the application of suppliers' rates currently in effect, or reasonably expected to be in effect during the quarterly calendar period, less banking and balancing charges, and less the demand costs to be recovered from IS and General Service Delivery Service Customers, divided by the sales volumes for the latest available twelve month period. Where the calculations require the use of volumes used during a given period, and those volumes did not exist for a particular source for the entire period, or Company expects the volumes to change substantially, Company may make appropriate adjustments in its calculations. Any adjustments of this type shall be described in the Quarterly Gas Cost Adjustment report.
- (b) "quarterly calendar period" means each of the four three month periods of (1) September through November, (2) December through February, (3) March through May, and (4) June through August.
- (c) "Reporting period" means the three month accounting period that ended approximately thirty (30) days prior to the filing date of the updated gas recovery rates, i.e. the three months ended June 30th, September 30th, December 31st, and March 31st each year.

(C) Change

PUBLIC SERVICE COMMISSION  
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By: *Stephan D. Sullivan*  
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**COLUMBIA GAS OF KENTUCKY, INC.**

**GAS COST ADJUSTMENT CLAUSE  
APPLICABLE TO ALL RATE SCHEDULES  
(Continued)**

**GAS COST ADJUSTMENT CLAUSE - (Continued)**

**Delivery Service**

FERC approved direct billed pipeline supplier charges relating to the buyout of Take-or-Pay liabilities will be billed to Delivery Service Fixed Rate Volumes.

**Banking and Balancing Service**

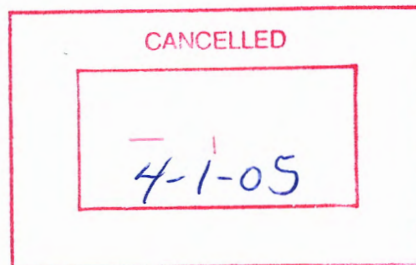
This rate is based on the percentage of the portion of storage capacity allocated to Delivery Service Customers to Company's total annual storage capacity, applied to:

- (1) Columbia Transmission's FSS seasonal capacity charge, annualized,
- (2) Columbia Transmission's SST commodity charge, and
- (3) Columbia Transmission's FSS injection and withdrawal charges

as calculated in the Gas Cost Adjustment.

**Capacity Release Revenues:**

Capacity release revenues will be credited 100% to gas cost.



PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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BY: Stephan D. Bee  
SECRETARY OF THE COMMISSION

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COLUMBIA GAS OF KENTUCKY, INC.

**GAS COST ADJUSTMENT CLAUSE  
APPLICABLE TO ALL RATE SCHEDULES  
(Continued)**

**GAS COST ADJUSTMENT CLAUSE - (Continued)**

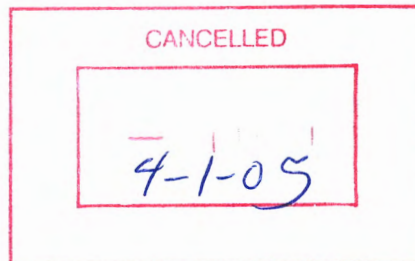
**Off-System Sales Revenue:**

All revenue generated by operational sales will be credited 100% to gas cost

Prior to making any off-system sale, Columbia will consider the impact of such sale upon its system gas supply, and will also evaluate the benefits that will accrue to sales customers as a result of the off-system sale.

**Interim Gas Cost Adjustments**

Should any significant change in supplier rates occur, Company may apply to the Commission for an Interim Gas Cost Adjustment Clause in addition to the regular quarterly Gas Cost Adjustment Clause filings.



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Vice President and Chief Operating Officer

Issued by authority of an Order of the Public Service Commission in Case No. 99-165 dated May 19, 2000



**COLUMBIA GAS OF KENTUCKY, INC.**

**ENERGY ASSISTANCE PROGRAM RIDER  
APPLICABLE TO GSR RATE SCHEDULE**

**Energy Assistance Program**

The Energy Assistance Program ("EAP") provides a bill credit to enrolled customers during the five heating season months of November through March. It is available to eligible residential customers in Company's service territory subject to enrollment by the Program Administrator. The surcharge is applicable to all residential customers under the General Service and Small Volume Gas Transportation Service Rate Schedules. The EAP surcharge will be a separate line item on customers' bills.

**Rate:**

The surcharge shall be \$0.0672 per Mcf.

PUBLIC SERVICE COMMISSION  
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EFFECTIVE

MAR 01 2004

PURSUANT TO 807 KAR 5:011  
SECTION 9(1)

BY Charles E. D... ..  
EXECUTIVE DIRECTOR

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.**

**Rider for Natural Gas Research & Development**

Applicable

Applicable to Rate Schedules GS, IS, SS, IUS, SVGTS, MLDS, and DS except customers served under the Flex Provision.

Purpose

The purpose of this rider is to replace funding of natural gas research and development that previously was included in purchased gas cost pursuant to the authority of the Federal Energy Regulatory Commission. The rider will be calculated annually to produce \$300,000 annually to fund natural gas research and development.

Unit Charge

The Unit Charge shall be \$0.0116 per Mcf. This amount will be recalculated annually and will include a true-up for the prior year .

Remittance of Funds

Funds collected up to the amount of \$300,000 per annum under this rider will be remitted to the Gas Technology Institute on an annual basis. The amounts so remitted shall be reported to the Commission along with a statement setting forth the manner in which the remitted funds have been invested in research and development.

Termination of Rider

Participation in the Natural Gas Research and Development funding program is voluntary on the part of the Company. This rider may be terminated at any time by the Company on filing a notice of rescission with the Commission.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAR 01 2004

PURSUANT TO 807 KAR 5.011  
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BY Charles G. Dowd  
EXECUTIVE DIRECTOR  
DATE EFFECTIVE: March 1, 2004

DATE OF ISSUE: January 30, 2004

Issued by: J. W. Kelly

President

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3/1/2005