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		<u>RATE LEVELS</u>						
		Zone						
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Rate Schedule CDS								
Demand Rate	\$	3.67	4.80	4.00	3.36 <sup>1/</sup>	5.61	5.34	6.38
Commodity Rate	¢	29.806	31.614	31.354	34.77 <sup>1/</sup>	40.00	32.50	35.53
Demand Adjust- ment Rate	¢	12.07	15.78	13.15	11.05	18.44	17.56	20.98
Rate Schedule G								
Demand Rate	\$	--	--	2.30	2.43 <sup>1/</sup>	--	--	--
Commodity Rate	¢	--	--	36.284	36.94 <sup>1/</sup>	--	--	--
Demand Adjust- ment Rate	¢	--	--	7.56	7.99	--	--	--
Rate Schedule SGS	¢	53.79	--	57.78	61.15 <sup>1/</sup>	--	70.00	--
Rate Schedule WS								
Demand Rate	\$	.90	1.50	1.25	1.06	--	1.58	2.28
Winter Contract Quantity Rate	¢	1.20	1.52	1.35	1.37	--	2.20	3.80
Excess Rate		--	--	--	--	--	--	--
Initial Winter Period Rate	¢	3.0	3.75	3.0	2.5	<del>2.5</del>	3.0	3.5
Rate Schedule ES Rate	¢	41.88	48.08	44.50	45.82	58.44	50.06	56.51
Rate Schedule EX Rate	¢	70.00	80.00	75.00	75.00	95.00	90.00	95.00
Rate Schedule SR Rate	¢	41.88	48.08	44.50	45.82	58.44	50.06	56.51

<sup>1/</sup> Plus .51¢ if Buyer is not obligated to file the statement required by Section 5727.31 of the Revised Code of Ohio to determine the amount of its gross receipts subject to the Ohio Excise Tax.

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CDS RATE SCHEDULE (Cont'd)

5. DETERMINATION OF BILLING DEMAND

The Billing Demand for each month shall be the Contract Demand specified in the Service Agreement, unless initial service is being rendered to Buyer for ultimate consumption in distribution areas not previously served with natural gas, in which case, during a development period consisting of the first eighteen (18) months of service, the Billing Demand shall be the greatest day's aggregate delivery of gas hereunder to Buyer at all Points of Delivery during the twelve (12) month period ending with the close of the current billing month; provided that at points where volumes delivered to Buyer are determined monthly only, the greatest day's delivery shall be assumed to be five percent (5%) of the delivery during the billing month at such points.

6. ADJUSTMENTS FOR EXCESS TAKES

- (a) Buyer shall be billed and shall pay for all volumes taken hereunder in excess of the Contract Demand on each day of a billing month at the applicable zone Demand Adjustment Rate of this Rate Schedule, as set forth in the currently effective Sheet No. 16 of this tariff, in addition to the applicable zone Commodity Charge therefor; except that if Buyer on more than one day in any billing month, after the expiration of the development period, takes a volume of gas in excess of the Contract Demand by more than three percent (3%), then Buyer shall be billed for and shall pay, in addition to the Commodity Charge, a penalty for each day on which Buyer exceeded the Contract Demand by more than three percent (3%). Such penalty will be computed for each such day at a rate of \$2.00 per Mcf for the first three percent (3%) in excess of the Contract Demand and at a rate of \$5.00 per Mcf for the additional excess.
- (b) On any day when Buyer is entitled to gas from Seller under two or more rate schedules, volumes taken in excess of Buyer's then effective daily entitlement under all rate schedules of Seller shall be considered as takes in excess of Contract Demand under sub-section (a) above; and, if Buyer on more than one day in any billing month, after the expiration of the development period, takes a volume of gas in excess of Buyer's then effective daily entitlement by more than three percent (3%), then Buyer shall be billed for and shall pay, in addition to the Commodity Charge, a penalty for each day on which Buyer exceeded the then effective daily entitlement by more than three percent (3%). Such penalty will be computed for each such day at a rate of \$2.00 per Mcf for the first three percent

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CDS RATE SCHEDULE (Cont'd)

(3%) in excess of Buyer's then effective daily entitlement, and at a rate of \$5.00 per Mcf for the additional excess.

7. ADJUSTMENTS FOR UNDERDELIVERIES

- (a) Seller shall pay Buyer for the difference between the volume of gas delivered hereunder on each day of a billing month and the volume of gas which Buyer requested and required (but not in excess of Buyer's then effective Total Daily Entitlement under all rate schedules of Seller) on each such day, at the applicable zone Demand Adjustment Rate of this Rate Schedule, as set forth in the currently effective Sheet No. 16 of this tariff; except that if Seller, on more than one day in any billing month, fails or is unable to deliver by more than three percent (3%) the volume of gas which Buyer requested and required (but not in excess of Buyer's then effective Total Daily Entitlement under all rate schedules of Seller), Seller shall pay to Buyer a penalty for the difference between the volume delivered on each such day and the volume which Buyer requested and required on each such day. Such penalty will be computed for each such day at a rate of \$2.00 per Mcf for the first three percent (3%) of the volume requested and required and at a rate of \$5.00 per Mcf for the remaining difference; provided that such penalty shall not apply to any volume which, at the request of Seller, Buyer has agreed to supply with its peak shaving facilities or other sources of supply. For such volumes so supplied by Buyer, Seller will reimburse Buyer for the out-of-pocket costs Buyer incurs up to but not exceeding \$2.00 per Mcf.
- (b) The penalty provisions of sub-section (a) above shall not apply if Seller's failure or inability to deliver results from the occurrence of a force majeure or the existence of a valid law, order, rule, or regulation of a duly constituted authority having jurisdiction, as referred to in Sections 9 and 15, respectively, of the General Terms and Conditions.

8. ABNORMAL LOSS OF GAS

In the event of an abnormal loss of gas due to a break in Buyer's facilities or the facilities of wholesale customers of Buyer, and provided Buyer furnishes Seller satisfactory evidence of the nature and volume of such abnormal loss and that loss was not due to Buyer's negligence, the gas so lost shall;

CDS RATE SCHEDULE (Cont'd)

- (i) not be included in determining Buyer's Billing Demand,
- (ii) not be considered in determining excess takes under Section 6 of this Rate Schedule, and
- (iii) be priced at the commodity rate only.

9. MEASUREMENT BASE

Refer to Section 2 of the General Terms and Conditions.

10. HEAT CONTENT

10.1 Heat Content - All Zones

Refer to Section 3.2 of the General Terms and Conditions.

10.2 Heat Content Adjustment - Zone 2 only

The Commodity Charge shall be increased or decreased in proportion to the amount by which the average total heating value of the gas delivered in the current billing month is greater or less than 1000 Btu per cubic foot; provided, however, the maximum level of heating value to be used in determining the average total heating value of the gas delivered in the current billing month shall not exceed 1055 Btu per cubic foot.

11. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof.

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G RATE SCHEDULE (Cont'd)

6. ADJUSTMENTS FOR EXCESS TAKES

- (a) Buyer shall be billed and shall pay for all volumes taken hereunder in excess of the Contract Demand on each day of a billing month at the applicable zone Demand Adjustment Rate of this Rate Schedule, as set forth in the currently effective Sheet No. 16 of this tariff, in addition to the Commodity Charge therefor; except that if Buyer on more than one day in any billing month, after the expiration of the development period, takes a volume of gas in excess of the Contract Demand by more than three percent (3%), then Buyer shall be billed for and shall pay, in addition to the Commodity Charge, a penalty for each day on which Buyer exceeded the Contract Demand by more than three percent (3%). Such penalty will be computed for each such day at a rate of \$2.00 per Mcf for the first three percent (3%) in excess of the Contract Demand and at a rate of \$5.00 per Mcf for the additional excess.
- (b) On any day when Buyer is entitled to gas from Seller under two or more rate schedules, volumes taken in excess of Buyer's then effective daily entitlement under all rate schedules of Seller shall be considered as takes in excess of Contract Demand under sub-section (a) above; and, if Buyer on more than one day in any billing month, after the expiration of the development period, takes a volume of gas in excess of Buyer's then effective daily entitlement by more than three percent (3%), then Buyer shall be billed for and shall pay, in addition to the Commodity Charge, a penalty for each day on which Buyer exceeded the then effective daily entitlement by more than three percent (3%). Such penalty will be computed for each such day at a rate of \$2.00 per Mcf for the first three percent (3%) in excess of Buyer's then effective daily entitlement and at a rate of \$5.00 per Mcf for the additional excess.

7. ADJUSTMENTS FOR UNDERDELIVERIES

- (a) Seller shall pay Buyer for the difference between the volume of gas delivered hereunder on each day of a billing month and the volume of gas which Buyer requested and required (but not in excess of Buyer's Contract Demand) on each such day, at the applicable zone Demand Adjustment Rate of this Rate Schedule as set forth in the currently effective Sheet No. 16 of this tariff; except that if Seller, on more than one day in any billing month, fails or is unable to deliver by more than three percent (3%) the volume of gas which Buyer requested and required (but not in excess of Buyer's then effective Contract Demand), Seller shall pay to Buyer a penalty for the difference between

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G RATE SCHEDULE (Cont'd)

the volume delivered on each such day, and the volume which Buyer requested and required on each such day. Such penalty will be computed for each such day at a rate of \$2.00 per Mcf for the first three percent (3%) of the volume requested and required at a rate of \$5.00 per Mcf for the remaining difference; provided that such penalty shall not apply to any volume which at the request of Seller, Buyer has agreed to supply with its peak shaving facilities or other sources of supply. For such volumes so supplied by Buyer, Seller will reimburse Buyer for the out-of-pocket costs Buyer incurs up to but not exceeding \$2.00 per Mcf.

- (b) The penalty provisions of sub-section (a) above shall not apply if Seller's failure or inability to deliver results from the occurrence of a force majeure or the existence of a valid law, order, rule or regulation of a duly constituted authority having jurisdiction, as referred to in Sections 9 and 15, respectively, of the General Terms and Conditions.

8. ABNORMAL LOSS OF GAS

In the event of an abnormal loss of gas due to a break in Buyer's facilities or the facilities of wholesale customers of Buyer, and provided Buyer furnishes Seller satisfactory evidence of the nature and volume of such abnormal loss and that loss was not due to Buyer's negligence, the gas so lost shall;

- (i) not be included in determining Buyer's Billing Demand,  
(ii) not be considered in determining excess takes under Section 6 of this Rate Schedule, and  
(iii) be priced at the commodity rate only.

9. MEASUREMENT BASE

Refer to Section 2 of the General Terms and Conditions.

10. HEAT CONTENT

Refer to Section 3.2 of the General Terms and Conditions.

11. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions, except Sections 12.2(c) and 13, are applicable to this Rate Schedule and are hereby made a part hereof.

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SGS RATE SCHEDULE  
SMALL GENERAL SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Buyer (hereinafter called Buyer), for the purchase from Columbia Gas Transmission Corporation (hereinafter called Seller) of natural gas for resale, including gas used by Buyer in its utility operations:

- (a) when Buyer's pipeline or distribution system connects with or can be made to connect with Seller's transmission system or other agreed delivery point in Seller's appropriate rate zone (as described on Sheet 15) in which Buyer desires delivery; and
- (b) when Buyer's total natural gas requirements are purchased from Seller and did not exceed 5,000 Mcf on any one day at all points of receipt in the previous twelve (12) months' period, or Buyer is a new customer whose requirements are not estimated to exceed 5,000 Mcf on any one day during the first full year of operation; and
- (c) when Buyer has executed a Service Agreement for deliveries in a specified area; and
- (d) when Buyer does not at the same time purchase gas under another Rate Schedule of Seller in the area in which Buyer is purchasing under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas delivered by Seller to Buyer under this Rate Schedule shall be firm and shall not be subject to curtailment or interruption, except as provided in Sections 9, 14 and 15 of the General Terms and Conditions.

3. RATE

Gas delivered under this rate schedule during each billing month shall be paid for at the rate as set forth in the currently effective Sheet No. 16 of this tariff.

4. MINIMUM MONTHLY BILL

Maximum Daily Obligation specified in Service Agreement multiplied by the applicable zone rate as set forth in the currently effective Sheet No. 16 of this tariff.

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WS RATE SCHEDULE (Cont'd)

4. MINIMUM MONTHLY BILL

The sum of the Demand Charge and the Winter Contract Quantity Charge each month of the year.

5. BILLING DEMAND

The Billing Demand for each month shall be Buyer's Maximum Daily Quantity.

6. SUMMER PERIOD NOMINATIONS

During the Summer Period, Buyer shall nominate to Seller a volume of natural gas equivalent to Buyer's Winter Contract Quantity for future delivery during the next succeeding Winter Period; provided, however, that if at the beginning of any Summer Period Buyer has a Reserved Gas Balance, the volumes to be nominated for future delivery shall be reduced by the amount of such Balance. Such volumes shall be nominated monthly, and in advance, by Buyer out of the monthly volumes available from Buyer's Contract Demand. Seller shall not be obligated to accept a nomination in any month of a volume exceeding 25% of Buyer's Winter Contract Quantity.

7. DEFICIENCY IN RESERVED GAS BALANCE

If at the end of the Summer Period, due to the fault of Buyer, Buyer's Reserved Gas Balance is not equal to Buyer's Winter Contract Quantity for the next succeeding Winter Period, then Seller's obligation to deliver Buyer's Winter Contract Quantity during such succeeding Winter Period shall be reduced by a percentage representing the ratio of the deficiency to Buyer's Winter Contract Quantity. Seller's obligation to deliver Buyer's Maximum Daily Quantity shall also be reduced by the same percentage.

8. INITIAL WINTER PERIOD

For Buyer's Initial Winter Period, Seller may make the Winter Contract Quantity available to Buyer from Seller's own gas supply. The total volume of gas so made available shall be paid for by Buyer on or before December 20 of the Initial Winter Period at the then effective commodity charge in Seller's applicable Contract Demand Rate Schedule. In lieu of such payment, Buyer shall pay for the gas, as such is received on a monthly basis, at the effective zone commodity charge as applicable in Seller's Contract Demand Rate Schedule plus the applicable zone Initial Winter Period Rate as set forth in the currently effective Sheet No. 16 of this tariff. Payments under this Section shall be in addition to charges payable under Section 3 hereof; provided, however, that the provisions of this Section shall not be applicable to a Buyer to whom service under CDS Rate Schedule

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WS RATE SCHEDULE (Cont'd)

was initiated prior to July 1 of the calendar year in which the aforesaid Initial Winter Period commences.

9. DETERMINATION OF WINTER SERVICE DELIVERIES

The volume of gas delivered to Buyer hereunder on any day, up to Buyer's then effective Maximum Daily Quantity for such day, shall be all gas delivered in excess of Buyer's Contract Demand under Seller's Contract Demand Rate Schedule; provided, however, that when the total delivery on any day is less than the sum of Buyer's then effective Maximum Daily Quantity for such day and Buyer's Contract Demand with Seller, Buyer may notify Seller of the quantities it desires under this Rate Schedule up to Buyer's then effective Maximum Daily Quantity but not less than the deliveries in excess of Buyer's Contract Demand.

10. MEASUREMENT BASE

Refer to Section 2 of the General Terms and Conditions.

11. HEAT CONTENT

Refer to Section 3.2 of the General Terms and Conditions.

12. GENERAL TERMS AND CONDITIONS

All the General Terms and Conditions, except Sections 12.2(a) and 12.2(b) are applicable to this Rate Schedule and are hereby made a part hereof.

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GENERAL TERMS AND CONDITIONS (Cont'd)

1.11 The term "Summer Period" shall mean the period commencing on May 1 of any year and ending with the next succeeding October 31.

1.12 The term "Winter Period" shall mean that period from November 1 of any year through the next succeeding April 30.

1.13 The term "Reserved Gas Balance" shall mean that quantity of gas which on any day is reserved for Buyer's account.

2. MEASUREMENT

2.1 Unit of measurement and metering base. The volumetric measurement base shall be one (1) cubic foot of gas at a pressure base of fourteen and seventy-three one-hundredths (14.73) pounds per square inch absolute (thirty (30) inches of mercury), a temperature base of sixty degrees (60°) Fahrenheit (520° F. Absolute), and without adjustment for water vapor content. To determine the volume of gas delivered, factors such as those for pressure, temperature, specific gravity and deviation from the laws for ideal gases shall be applied.

2.2 Atmospheric pressure. The average absolute atmospheric (barometric) pressure shall be assumed to be fourteen and four-tenths (14.4) pounds to the square inch, irrespective of actual elevation or location of the delivery point above sea level or variations in actual barometric pressure from time to time.

2.3 Temperature. Seller shall determine the temperature of the natural gas flowing through the meter or meters which shall be the arithmetic average of the hourly temperature record; or as read from established tables of monthly averages for the location involved.

2.4 Specific gravity. The specific gravity of the natural gas shall be determined by Seller, or at Buyer's option by joint test, using an Edwards Type Balance, or other approved instrument, at the commencement of deliveries hereunder and as often thereafter as deemed necessary; or if mutually agreed upon, shall be the arithmetic average of the hourly specific gravity record obtained from a recorder, periodically checked with an Edwards Type Balance or other approved instrument or by other accepted methods.

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

- (a) The deviation factors shall be computed by approved methods or read from standard tables, in accordance with Report No. 3 of the Gas Measurement Committee of the American Gas Association,

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GENERAL TERMS AND CONDITIONS (Cont'd)

Buyers or provided Seller can in its judgment otherwise utilize the released capacity.

14. PRIORITY AND CURTAILMENT OF SERVICE

Seller recognizes the primary public service obligation to maintain gas service to domestic customers. When necessary, Seller will curtail the supply of gas to its customers, including any Buyer hereunder, to the extent necessary to maintain such domestic service. Seller's obligations under this Tariff are subject to such primary public service obligation.

15. SCHEDULES AND CONTRACTS SUBJECT TO REGULATION

This Tariff, including these General Terms and Conditions and the respective obligations of the parties under the Service Agreements are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

16. OPERATING INFORMATION AND ESTIMATES

Upon request of Seller, Buyer shall from time to time submit estimates of the daily, monthly and annual volumes of gas required, including peak day requirements, together with the estimated amounts thereof applicable to each Point of Delivery and such other operating data as Seller may require in order to plan its operations to meet its system requirements and render adequate service to its customers.

17. NOTICES

Any notice, request, demand, statement or bill provided for in these General Terms and Conditions and the rate schedules to which they apply, or any notice which either Seller or Buyer may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of Seller or Buyer, or at such other address as either shall designate by formal written notice. Routine communications, including monthly statements and payments, shall be considered as duly delivered when mailed by either registered or ordinary mail. Routine communications by telephone between members of the operating staffs of Seller and Buyer shall be considered duly delivered without confirmation by mail.

18. TRANSFERS BETWEEN RATE SCHEDULES

- (a) If a Buyer taking service under Rate Schedule WS desires to transfer all or a portion of such service to Rate Schedule CDS, he shall give notice to Seller and shall execute a new Service Agreement(s)

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