

**COLUMBIA GAS OF KENTUCKY, INC.**

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*Alan P. B...*  
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PUBLIC SERVICE COMMISSION MANAGER

Vice President - Regulatory Services

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**COLUMBIA GAS OF KENTUCKY, INC.**

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BY: *Glenn Dallee*  
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**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>
	\$	\$	\$
<b><u>RATE SCHEDULE GS</u></b>			
First 1 Mcf or less per Mo.			
Residential	7.45	4.0602	11.5102
Comm. or Ind.	16.34	4.0602	20.4002
Next 49 Mcf per Mo.	1.6872	4.0602	5.7474
Next 150 Mcf per Mo.	1.6378	4.0602	5.6980
Over 200 Mcf Per Mo.	1.5886	4.0602	5.6488

Delivery Service

Customer Demand Charge

Demand Charge times Daily Firm

Volume (Mcf) in Customer Service Agreement                   10.5255                   10.5255

Delivery Rate Per Mcf                   1.5886                   1.5886

Banking and Balancing Service                   0.0186                   0.0186

**RATE SCHEDULE GPS**

First 1 Mcf or less per Mo.			
Residential	7.45	N/A	N/A
Comm.Or Ind.	16.34	N/A	N/A
Next 49 Mcf per Mo.	1.6872	N/A	N/A
Next 150 Mcf per Mo.	1.6378	N/A	N/A
All Over 200 Mcf per Mo.	1.5886	N/A	N/A

(continued on following sheet)

(N) New Rate

<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.

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BY: *Sharon Deller*  
 PUBLIC SERVICE COMMISSION MANAGER

*C-11-93*

**COLUMBIA GAS OF KENTUCKY, INC.**

**CURRENTLY EFFECTIVE BILLING RATES**

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment</u> <sup>1/</sup> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE GS</u></b>			
First 1 Mcf or less per Mo.			
Residential	7.45	4.0602	11.5102
Comm. or Ind.	16.34	4.0602	20.4002
Next 49 Mcf per Mo.	1.6872	4.0602	5.7474
Next 150 Mcf per Mo.	1.6378	4.0602	5.6980
Over 200 Mcf Per Mo.	1.5886	4.0602	5.6488

Delivery Service

Customer Demand Charge

Demand Charge times Daily Firm			
Volume (Mcf) in Customer Service Agreement		10.5255	10.5255

Delivery Rate Per Mcf	1.5886		1.5886
-----------------------	--------	--	--------

**RATE SCHEDULE GPS**

First 1 Mcf or less per Mo.			
Residential	7.45	N/A	N/A
Comm.Or Ind.	16.34	N/A	N/A
Next 49 Mcf per Mo.	1.6872	N/A	N/A
Next 150 Mcf per Mo.	1.6378	N/A	N/A
All Over 200 Mcf per Mo.	1.5886	N/A	N/A

PUBLIC SERVICE COMMISSION  
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(continued on following sheet)

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PURSUANT TO 807 KAR 5:011  
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BY: *[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER

<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.

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**COLUMBIA GAS OF KENTUCKY, INC.**

**CURRENTLY EFFECTIVE BILLING RATES**

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment</u> <sup>1/</sup> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE GS</u></b>			
First 1 Mcf or less per Mo.			
Residential	7.45	4.0946	11.5446
Comm. or Ind.	16.34	4.0946	20.4346
Next 49 Mcf per Mo.	1.6872	4.0946	5.7818
Next 150 Mcf per Mo.	1.6378	4.0946	5.7324
Over 200 Mcf Per Mo.	1.5886	4.0946	5.6832

Delivery Service

Customer Demand Charge

Demand Charge times Daily Firm

Volume (Mcf) in Customer Service Agreement                              10.7890                              10.7890

Delivery Rate Per Mcf                              1.5886                              1.5886

**RATE SCHEDULE GPS**

First 1 Mcf or less per Mo.			
Residential	7.45	N/A	N/A
Comm.Or Ind.	16.34	N/A	N/A
Next 49 Mcf per Mo.	1.6872	N/A	N/A
Next 150 Mcf per Mo.	1.6378	N/A	N/A
All Over 200 Mcf per Mo.	1.5886	N/A	N/A

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BY: Cheryl J. Hallee  
REGULATORY SERVICES MANAGER

<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.

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**COLUMBIA GAS OF KENTUCKY, INC.**

**CURRENTLY EFFECTIVE BILLING RATES**  
 (Continued)

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment</u> <sup>1/</sup> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE FI</u></b>			
Customer Charge	135.79		135.79
<u>Customer Demand Charge</u>			
Demand Charge times Daily Firm Volume (Mcf) in Customer Service Agreement		10.5255	10.5255
Commodity Charge-All Volume	0.5573	4.0602	4.6175
<u>Delivery Service</u>			
Delivery Rate Per Mcf	0.4861		0.4861
Banking and Balancing Service		0.0186	0.0186
<b><u>RATE SCHEDULE IS</u></b>			
Customer Charge	135.79		135.79
Commodity Charge	0.5573	4.0602	4.6175
<u>Delivery Service</u>			
Delivery Rate Per Mcf	0.4861		0.4861
Banking and Balancing Service		0.0186	0.0186

N

N

(continued on following sheet)

(N) New Rate

<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.

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BY: *Sharon Helmer*  
 PUBLIC SERVICE COMMISSION MANAGER

C-11-93

**COLUMBIA GAS OF KENTUCKY, INC.**

**CURRENTLY EFFECTIVE BILLING RATES**  
(Continued)

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment</u> <sup>1/</sup> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE FI</u></b>			
Customer Charge	135.79		135.79
<u>Customer Demand Charge</u>			
Demand Charge times Daily Firm Volume (Mcf) in Customer Service Agreement		10.5255	10.5255
Commodity Charge-All Volume	0.5573	4.0602	4.6175
<u>Delivery Service</u>			
Delivery Rate Per Mcf	0.4861		.4861
<b><u>RATE SCHEDULE IS</u></b>			
Customer Charge	135.79		135.79
Commodity Charge	0.5573	4.0602	4.6175
<u>Delivery Service</u>			
Delivery Rate Per Mcf	0.4861		.4861
<b><u>RATE SCHEDULE IUS</u></b>			
For All Volumes Delivered Per Mcf	0.1735	4.0602	4.2337
<u>Delivery Service</u>			
Delivery Rate Per Mcf	0.1735	1.4119	1.5854
<b><u>MAINLINE Rate Per Mcf</u></b>	<b>0.1000</b>		<b>0.1000</b>

(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.

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BY: *Gregg Hallee* C 11-93  
PUBLIC SERVICE COMMISSION MANAGER

**COLUMBIA GAS OF KENTUCKY, INC.**

**CURRENTLY EFFECTIVE BILLING RATES  
(Continued)**

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment</u> <sup>1/</sup> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE FI</u></b>			
Customer Charge	135.79		135.79
<u>Customer Demand Charge</u>			
Demand Charge times Daily Firm Volume (Mcf) in Customer Service Agreement		10.7890	10.7890
Commodity Charge-All Volume	0.5573	4.0946	4.6519
<u>Delivery Service</u>			
Delivery Rate Per Mcf	0.4861		.4861
<b><u>RATE SCHEDULE IS</u></b>			
Customer Charge	135.79		135.79
Commodity Charge	0.5573	4.0946	4.6519
<u>Delivery Service</u>			
Delivery Rate Per Mcf	0.4861		.4861
<b><u>RATE SCHEDULE IUS</u></b>			
For All Volumes Delivered Per Mcf	0.1735	4.0946	4.2681
<u>Delivery Service</u>			
Delivery Rate Per Mcf	0.1735	1.4119	1.5854
<u>MAINLINE Rate Per Mcf</u>	0.1000		0.1000

(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.

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BY: *Shirley Helle*  
PUBLIC SERVICE COMMISSION MANAGER

Vice President - Regulatory Services

*C 11-93*



**COLUMBIA GAS OF KENTUCKY, INC.**

**CURRENTLY EFFECTIVE BILLING RATES  
 (Continued)**

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment</u> <sup>1/</sup> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE IUS</u></b>			
For All Volumes Delivered Per Mcf	0.1735	4.0602	4.2337
<b><u>Delivery Service</u></b>			
Delivery Rate Per Mcf	0.1735	1.4119	1.5854
Banking and Balancing Service		0.0186	0.0186
<b><u>MAINLINE DELIVERY SERVICE</u></b>			
Delivery Rate Per Mcf	0.1000		0.1000
Banking and Balancing Service		0.0186	0.0186
<b><u>RATE SCHEDULE IN2 - RESIDENTIAL</u></b>			
Commodity Charge			4.3300
<b><u>RATE SCHEDULE IN6 - INDUSTRIAL AND COMMERCIAL</u></b>			
Commodity Charge	1.7363	4.0602	5.7965
<b><u>RATE SCHEDULE IN7 - SMALL COMMERCIAL</u></b>			
Commodity Charge	.5924	4.0602	4.6526
<b><u>RATE SCHEDULE IN8 - INTERRUPTIBLE DELIVERY SERVICE</u></b>			
Annual Volume up to 400,000 Mcf	.4566		.4566
Annual Volume over 400,000 Mcf	.3901		.3901

(N) New Rate

<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.

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BY: *Sharon Deller*  
 PUBLIC SERVICE COMMISSION MANAGER

C-11-93

**COLUMBIA GAS OF KENTUCKY, INC.**

**CURRENTLY EFFECTIVE BILLING RATES  
(Continued)**

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment</u> <sup>1/</sup> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE IN2 - RESIDENTIAL</u></b>			
Commodity Charge			4.3300
<b><u>RATE SCHEDULE IN6 - INDUSTRIAL AND COMMERCIAL</u></b>			
Commodity Charge	1.7363	4.0602	5.7965
<b><u>RATE SCHEDULE IN7 - SMALL COMMERCIAL</u></b>			
Commodity Charge	.5924	4.0602	4.6526
<b><u>RATE SCHEDULE IN8 - INTERRUPTIBLE DELIVERY SERVICE</u></b>			
Annual Volume up to 400,000 Mcf	.4566		.4566
Annual Volume over 400,000 Mcf	.3901		.3901

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

BY: *Sharon Deller*  
PUBLIC SERVICE COMMISSION MANAGER

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 less any applicable Take-or-Pay costs associated with tariff sales customers

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**COLUMBIA GAS OF KENTUCKY, INC.**

**CURRENTLY EFFECTIVE BILLING RATES  
(Continued)**

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment</u> <sup>1/</sup> \$	<u>Total Billing Rate</u> \$
<b><u>RATE SCHEDULE IN2 - RESIDENTIAL</u></b>			
Commodity Charge			4.3300
<b><u>RATE SCHEDULE IN6 - INDUSTRIAL AND COMMERCIAL</u></b>			
Commodity Charge	1.7363	4.0946	5.8309
<b><u>RATE SCHEDULE IN7 - SMALL COMMERCIAL</u></b>			
Commodity Charge	.5924	4.0946	4.6870
<b><u>RATE SCHEDULE IN8 - INTERRUPTIBLE DELIVERY SERVICE</u></b>			
Annual Volume up to 400,000 Mcf	.4566		.4566
Annual Volume over 400,000 Mcf	.3901		.3901

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OF KENTUCKY  
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BY: George D. Latta  
PUBLIC SERVICE COMMISSION MANAGER

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 less any applicable Take-or-Pay costs associated with tariff sales customers

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**COLUMBIA GAS OF KENTUCKY, INC.**

**FIRM INTERRUPTIBLE (FI)  
RATE SCHEDULE  
(Continued)**

**GAS COST ADJUSTMENT**

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

The charges set forth herein, exclusive of those pertaining to Customer charges, shall be subject to a Gas Cost Adjustment as shown on Sheet No. 6 of this tariff.

**LOCAL FRANCHISE FEE OR TAX**

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

**LATE PAYMENT PENALTY**

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

**PENALTY CHARGE FOR FAILURE TO INTERRUPT**

On any day when Customer has been given timely notice by Company to interrupt, any quantity of gas taken in excess of the quantity specified to be made available on that day shall be subject to a charge of ten dollars (\$10) per Mcf for all volumes taken in excess of one hundred three percent (103%) of the volumes specified to be made available on such day by Company. The penalty charge for failure to interrupt shall be in addition to the charges specified in this rate schedule. Customer shall be liable for any personal injury or damage to the property of Company or third parties which results from Customer's failure to interrupt, and Customer shall indemnify and hold Company harmless with respect to such injuries or damages.

**PAYMENT FOR UNAUTHORIZED TAKES**

Gas taken on any day in excess of one hundred three percent (103%) of the specified Maximum Daily Volume set forth in the Sales Agreement shall constitute unauthorized takes unless prior approval for additional volumes has been granted by Company. The sum of all such unauthorized takes in a billing month shall be billed at the rate of ten dollars (\$10) per Mcf for gas so taken. Payment for such unauthorized takes shall be in addition to the charges specified in this rate schedule. Customer shall be liable for any personal injury or damage to the property of Company or third parties which results from Customer's unauthorized takes, and shall indemnify and hold Company harmless with respect to such injuries or damages. Company reserves the right, for good cause shown, to waive the penalty payment of ten dollars (\$10) per Mcf for unauthorized

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**COLUMBIA GAS OF KENTUCKY, INC.**

**FIRM INTERRUPTIBLE (FI)  
RATE SCHEDULE  
(Continued)**

**PAYMENT FOR UNAUTHORIZED TAKES - (Continued)**

takes. Should Customer wish to take gas in excess of its authorized Maximum Daily Volume and avoid penalty payment, Customer shall request permission for a specified volume from Company at least twenty - four (24) hours in advance of the beginning of the day such volumes are needed. Company reserves the right to grant permission to Customer giving less than twenty - four (24) hour advance notice for a specified volume from Company.

**RE-ENTRY FEE**

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

**AVAILABILITY OF EXCESS GAS**

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

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

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

**MEASUREMENT BASE**

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

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**COLUMBIA GAS OF KENTUCKY, INC.**

**FIRM INTERRUPTIBLE (FI)  
RATE SCHEDULE  
(Continued)**

**GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS**

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

PUBLIC SERVICE COMMISSION  
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BY: *Shirley Hallett*  
PUBLIC SERVICE COMMISSION MANAGER

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*Alan P. Bowman*

Vice President - Regulatory Services

*C 11-93*

**COLUMBIA GAS OF KENTUCKY, INC.**

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

**BASE RATES**

Customer Charge

\$135.79 per delivery point per month.

Commodity Charge

\$0.5573 per Mcf of all volumes of gas delivered hereunder each billing month.

**MINIMUM MONTHLY CHARGE**

The Minimum Monthly Charge shall be the Customer Charge.

**GAS COST ADJUSTMENT**

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

The charges set forth herein, exclusive of those pertaining to Customer charges, shall be subject to a Gas Cost Adjustment as shown on Sheet No. 6 of this tariff.

**LOCAL FRANCHISE FEE OR TAX**

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

**LATE PAYMENT PENALTY**

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

**PENALTY CHARGE FOR FAILURE TO INTERRUPT**

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

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BY:   
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C 11-93

**COLUMBIA GAS OF KENTUCKY, INC.**

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

**PAYMENT FOR UNAUTHORIZED TAKES**

Gas taken in excess of one hundred three percent (103%) of the specified Daily Interruptible Volume set forth in the Sales Agreement for the months April through November or any gas taken during the months of December through March shall constitute unauthorized takes unless prior approval for additional volumes has been granted by Company. The sum of all such unauthorized takes in a billing month shall be billed at the rate of twenty-five dollars (\$25) per Mcf for gas so taken. Payment for such unauthorized takes shall be in addition to the charges specified in this rate schedule. Customer shall be liable for any personal injury or damage to the property of Company or third parties which results from Customer's unauthorized takes, and shall indemnify and hold Company harmless with respect to such injuries or damages. Company reserves the right, for good cause shown, to waive the penalty payment of twenty-five dollars (\$25) per Mcf for unauthorized takes. Should Customer wish to take gas in excess of its authorized Maximum Daily Volume and avoid penalty payment, Customer shall request permission for a specified volume from Company at least twenty - four (24) hours in advance of the beginning of the day such volumes are needed. Company reserves the right to grant permission to Customer giving less than twenty - four (24) hour advance notice for a specified volume from Company.

**AVAILABILITY OF EXCESS GAS**

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

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

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

**MEASUREMENT BASE**

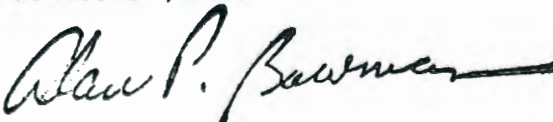
Refer to the General Terms, Conditions, Rules and Regulations, Section 17.

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PUBLIC SERVICE COMMISSION MANAGER

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**COLUMBIA GAS OF KENTUCKY, INC.**

**DELIVERY SERVICE (DS)  
RATE SCHEDULE**

**APPLICABILITY**

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

**AVAILABILITY**

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

- (1) Customer has executed a contract with Company for Delivery Service, and
- (2) Customer has normal annual requirements of not less than 6,000 Mcf at any delivery point, and
- (3) Customer currently is a sales Customer under the GS, FI, IS or IUS Rate Schedule.

**BASE RATE**

General Service:	\$1.5886 per Mcf for all gas delivered each billing month.
Firm Interruptible Service:	\$0.4861 per Mcf for all gas delivered each billing month.
Interruptible Service:	\$0.4861 per Mcf for all gas delivered each billing month.
Intrastate Utility Service:	\$0.1735 per Mcf for all gas delivered each billing month.

**GAS COST ADJUSTMENT**

**Recovery of Direct Bill Take-or-Pay**

Delivery service Customers shall be subject to a Gas Cost Adjustment as shown on Sheet Nos. 5 and 6.

**Demand Cost of Gas**

IUS Delivery Service Customers shall be subject to the demand portion of the gas cost, included in the Gas Cost Adjustment on Sheet No. 6 of this tariff.

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**COLUMBIA GAS OF KENTUCKY, INC.**

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

**FLEX PROVISION**

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

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

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

**STANDBY DELIVERY SERVICE**

**Rate Schedule GS**

Any General Service Customer who elects to transport gas under this rate schedule must establish, subject to the approval of Company, a Daily Firm Volume for that portion of load that is not protected by an alternate energy source. This Daily Firm Volume is subject to a Demand Charge as shown on Sheet No. 5.

PUBLIC SERVICE COMMISSION  
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**COLUMBIA GAS OF KENTUCKY, INC.**

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

**FLEX PROVISION**

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

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

**STANDBY DELIVERY SERVICE**

**Rate Schedule GS**

Any General Service Customer who elects to transport gas under this rate schedule must establish, subject to the approval of Company, a Daily Firm Volume for that portion of load that is not protected by an alternate energy source. This Daily Firm Volume is subject to a Demand Charge as shown on Sheet No. 5.

**DAILY MEASURING DEVICE**

Company reserves the right, as a condition of service, to require any Customer requesting service under this rate schedule to install, and bear the costs associated with, a daily demand reading meter. Customer shall also be responsible for all costs associated with dedicated telephone lines and telemetering equipment and such installation shall be at the expense of Customer, excluding the cost of the meter. Company also reserves the right to require installation of such electronic measurement and telemetering equipment, at Customer's expense, as a condition of continuation of service under this rate schedule. The meter and associated telemetering equipment shall be the property of Company.

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Vice President - Regulatory Services

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SECTION 9 (1)

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C 11-93

**COLUMBIA GAS OF KENTUCKY, INC.**

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

**APPLICABILITY**

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

**AVAILABILITY**

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

- (1) Customer has executed a contract with Company for delivery service, and
- (2) Customer has normal annual requirements of not less than 25,000 Mcf at any delivery point, and
- (3) Customer is connected directly through a dual-purpose meter to facilities of an interstate pipeline supplier of Company, and
- (4) Customer currently is a sales Customer under the GS, FI, or IS Rate Schedule.

**RATE**

The rate shall be \$.10 per Mcf for all gas delivered each month.

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*C. 11-93*

**COLUMBIA GAS OF KENTUCKY, INC.**

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

**APPLICABILITY**

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

**AVAILABILITY**

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

- (1) Customer has executed a contract with Company for delivery service, and
- (2) Customer has normal annual requirements of not less than 25,000 Mcf at any delivery point, and
- (3) Customer is connected directly through a dual-purpose meter to facilities of an interstate pipeline supplier of Company, and
- (4) Customer currently is a sales Customer under the GS, FI, or IS Rate Schedule.

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Company reserves the right, as a condition of service, to require any Customer requesting service under this rate schedule to install, and bear the costs associated with, a daily demand reading meter. Customer shall also be responsible for all costs associated with dedicated telephone lines and telemetering equipment and such installation shall be at the expense of Customer, excluding the cost of the meter. Company also reserves the right to require installation of such electronic measurement and telemetering equipment, at Customer's expense, as a condition of continuation of service under this rate schedule. The meter and associated telemetering equipment shall be the property of Company and/or applicable pipeline Company.

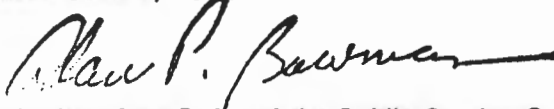
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**COLUMBIA GAS OF KENTUCKY, INC.**

**GAS COST ADJUSTMENT CLAUSE  
APPLICABLE TO RATE SCHEDULES GS, FI, IS, IUS, AND DS  
(Continued)**

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

**Billing**

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

$$\text{GCA} = \text{EGC} + \text{RA} + \text{ACA} + \text{BA}$$

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:

- (a) "Average expected cost" is the cost of gas supplies purchased during the latest available twelve month period, including associated transportation and storage charges, which is determined by the application of suppliers' rates currently in effect, or reasonably expected to be in effect during the semi-annual calendar period, less the demand costs to be recovered from all FI 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 Semi-Annual Gas Cost Adjustment report.
- (b) "semi-annual calendar period" means each of the two six month periods of (1) September through February and (2) March through August.
- (c) "Reporting period" means the six month accounting period that ended approximately thirty (30) days prior to the filing date of the updated gas recovery rates, i.e., the six months ended June 30th and December 31st each year.

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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.


**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 semi-annual Gas Cost Adjustment Clause filings.

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**COLUMBIA GAS OF KENTUCKY, INC.**

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

**4. VOLUME BANK**

Company has established a system to account for Customer's volumes received by Company but not delivered to Customer at its facilities during the same monthly billing cycle. Such undelivered volumes shall be called a volume bank and Customer shall be permitted to receive such banked volumes at a later date at Company's discretion.

The total volume bank of Customer shall not at any time exceed a 'bank tolerance' of five percent (5%) of the Annual Transportation Volume. If, at any time, Customer's volume bank exceeds the bank tolerance, Company may require Customer to immediately reduce or stop deliveries until its volume bank of gas is equal to or less than the bank tolerance. In addition, if Customer's deliveries to Columbia on any day vary significantly from Customer's consumption on that day, Columbia may require Customer to immediately bring Customer's deliveries and consumption into balance.

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

In the event Customer's volume bank at the start of any November billing cycle, as reported to Customer with its October transportation invoice, exceeds the bank tolerance, Customer agrees to pay Company the greater of fifty cents (50¢) per Mcf or any increase in the current commodity rate of Company's primary pipeline supplier, for all banked volumes in excess of the bank tolerance. Company may, at its option, offer to purchase that portion of Customer's volume bank that exceeds the bank tolerance, at a price solely determined by Company. If such an offer is made and accepted, Customer shall not be required to make any payment with respect to any such volumes sold to Company.

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


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**COLUMBIA GAS OF KENTUCKY, INC.**

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

**5. VOLUME BANK - (Continued)**

Customer will use its best effort to notify Company of a planned or expected significant change in its volume bank level before that change occurs.

Customers may not utilize banked volumes during any period in which a consumption limitation or interruption has been imposed pursuant to Section 3 herein.

The availability of banking under this Section is contingent upon the policies, practices, and procedures of Company's interstate pipeline suppliers. Company reserves the right to request Commission approval to modify the banking system, if the policies, practices, or procedures of one or more of such interstate pipeline suppliers make it impracticable for Company to continue the banking system established herein.

**6. DEFICIENCIES IN DELIVERIES TO COMPANY**

Any volumes of gas that are delivered by Company to Customer in any monthly billing cycle that are in excess of: (A) Customer's volume bank from the previous month, plus (B) any volumes delivered to Company by Customer for that billing cycle, plus (C) any Daily Firm Volume available to Customer, shall be considered a deficiency in deliveries.

All deficiencies in deliveries will be billed to Customer according to their applicable sales rate schedule.

**7. HEAT CONTENT ADJUSTMENT**

When Company receives Customer's gas from an interstate pipeline on a dekatherm (one million Btu) basis, Company will make a heat content adjustment in accordance with the procedures set forth below in order to deliver to Customer volumes of gas, in Mcf, equal in heat content to the gas delivered to Company for the account of Customer. The average monthly heating value of gas measured and calculated by the pipeline which delivers Customer's gas to Company will be used each billing month to establish the heating value of the gas delivered by Company to Customer. However, if locally produced gas or gas from pipelines other than the delivering pipeline is introduced into Company's pipeline serving Customer's facilities, so as to raise a question as to the applicability of the heating value determined by the delivering pipeline, either Company or Customer may request that gas samples be taken to determine the heating value of the gas received by Customer at its facilities. The following provision will apply in the event either party elects to have gas samples taken:

- (A) The party requesting the sample(s) will pay all costs connected with obtaining the sample(s) and having the sample(s) analyzed.

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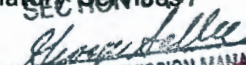
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**COLUMBIA GAS OF KENTUCKY, INC.**

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

**7. HEAT CONTENT ADJUSTMENT - (Continued)**

- (B) The gas sample(s) shall be obtained at or in the vicinity of Customer's facilities during normal operating hours of the facilities.
- (C) The gas sample(s) will be analyzed at a Company testing facility or at a testing facility approved by Company.
- (D) If the analysis is done by an outside testing facility, the testing facility will forward the results directly to Company and Customer, using a format provided by Company for recording the results of the analysis. If Company performs the analysis, the Company testing facility will forward the results directly to Customer.
- (E) Multiple samples taken during any billing month will be averaged to obtain a Btu value; that Btu value will be applied only for that particular billing month. No retroactive adjustments based on Btu readings obtained in a current billing month will be made to billings for any prior month.
- (F) The average Btu value obtained from sample(s) during any billing month shall be used to determine the volumes delivered by Company to Customer only if such Btu value is more than 103% or less than 97% of the saturated (wet) Btu value provided by the delivering pipeline for that month, otherwise the delivering pipeline's Btu value will be used.

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

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

**9. QUALITY OF GAS DELIVERED TO COMPANY**

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

**10. BILLING**

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

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*Alan P. Bowman*

Vice President - Regulatory Services

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BY: *George J. Miller*  
PUBLIC SERVICE COMMISSION MANAGER

11-93

**COLUMBIA GAS OF KENTUCKY, INC.**

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

**11. ADDITION AND REPLACEMENT OF FACILITIES**

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

**12. WARRANTY OF TITLE**

Customer warrants that it will have good and merchantable title to all natural gas delivered to Company for redelivery to Customer's facilities, that such gas will be free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify Company and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas.

**13. CHARGES FOR THIRD PARTY SERVICES**

If furnishing service to Customer pursuant to this tariff requires Company to use transportation service provided by another entity, any cost incurred by, or billed to Company with regard thereto, shall be billed to Customer by Company and paid by Customer. Such costs shall include, without limitation, transportation or delivery charges, retainage for Company use and unaccounted-for gas, filing fees, and penalties incurred as a result of gas volume imbalances or other factors set forth in the applicable rate schedule or contract of such other entity. Customer shall also reimburse Company for any filing fees paid by Company to another entity when necessary to commence or continue gas transportation service to Customer.

**14. PROVISION FOR HUMAN NEEDS**

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

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*Alan P. Bowman*

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PUBLIC SERVICE COMMISSION MANAGER  
C 11 93

**COLUMBIA GAS OF KENTUCKY, INC.**

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

**15. SERVICE AGREEMENT**

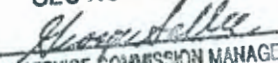
Before commencing service hereunder, Customer shall execute a service agreement in the form such as that contained within this tariff. The service agreement shall set forth:

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

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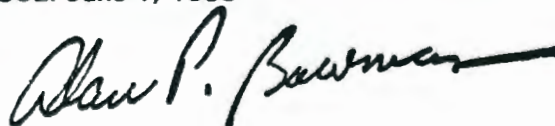
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P. S. C. Ky. No. 4

Cancels P. S. C. Ky. No. 3

COLUMBIA GAS OF KENTUCKY, INC.

OF

Columbus, Ohio

**Rates, Rules and Regulations for Furnishing  
NATURAL GAS**

AT

Cities, Towns, Communities and Areas Served

by Columbia Gas of Kentucky, Inc., in the

Commonwealth of Kentucky, as indicated

on Sheet No. 33

**Filed with PUBLIC SERVICE COMMISSION OF  
KENTUCKY**

ISSUED November 28, 1973

EFFECTIVE November 2, 1973

Issued to comply with an  
Order of the Public Service  
Commission of Kentucky dated  
November 2, 1973 at Case  
No. 5834.

ISSUED BY Columbia Gas of Kentucky, Inc.  
(Name of Utility)

BY [Signature]

Vice President



C993

COLUMBIA GAS OF KENTUCKY, INC.

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PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

OCT 21 1988

PURSUANT TO 1987 KAR 5:011,  
 SECTION 9(1)

BY: Sharon L. Miller  
 PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: November 2, 1988

DATE EFFECTIVE: With Gas Supplied On And

Issued by: Alan P. Bowman Vice President

After October 21, 1988  
 Columbus, Ohio

Name of Officer Title Address

Issued by authority of an Order of the Public Service Commission  
 in Case No. 10201 dated October 21, 1988.

C-9-93

**CURRENTLY EFFECTIVE BILLING RATES**

	Base Rate Charge	Gas Cost Adjustment	Total Billing Rate	
<u>Rate Schedule GS</u>				
First 1 Mcf or less per Mo.	\$	\$ 1/	\$	
Residential	7.45	4.1692	11.6192	
Comm. or Ind.	16.34	4.1692	20.5092	
Next 49 Mcf per Mo.	1.6872	4.1692	5.8564	
Next 150 Mcf per Mo.	1.6378	4.1692	5.8070	
Over 200 Mcf Per Mo.	1.5886	4.1692	5.7578	
<u>Delivery Service</u>				
<u>Demand Charge</u>				
Demand Charge times Firm Mcf Volume in Customer Service Agreement		9.9515	9.9515	R
Volumetric	1.5886	.0126	1.6012	R
<u>Rate Schedule GPS</u>				
First 1 Mcf or less per Mo.				
Residential	7.45	N/A	N/A	
Comm.Or Ind.	16.34	N/A	N/A	
Next 49 Mcf per Mo.	1.6872	N/A	N/A	
Next 150 Mcf per Mo.	1.6378	N/A	N/A	
All Over 200 Mcf per Mo.	1.5886	N/A	N/A	
<u>Rate Schedule FI</u>				
Customer Charge	135.79		135.79	
<u>Customer Demand Charge</u>				
Demand Charge times Firm Mcf Volume in Customer Service Agreement		9.9515	9.9515	R
Commodity Charge-All Volume	0.5573	4.1692	4.7265	I
<u>Delivery Service</u>				
Interruptible	0.4861	.0126	.4987	R
<u>Rate Schedule IS</u>				
Customer Charge	135.79		135.79	
Commodity Charge	0.5573	4.1692	4.7265	I
<u>Delivery Service</u>				
Interruptible	0.4861	.0126	.4987	R
<u>Rate Schedule IUS</u>				
For All Volumes Delivered Each Month	0.1735	4.1692	4.3427	I
<u>Delivery Service</u>	0.1735	1.3064	1.4799	R
<u>Delivery Service - Mainline</u>	0.1000		0.1000	

(R) Reduction

(I) Increase

1/ The Gas Cost Recovery Rate, as shown, is an adjustment per Mcf determined in accordance with the "Semi-Annual Gas Cost Adjustment Clause" as set forth on Sheets 80 through 82-A of this Tariff.

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

DATE OF ISSUE: June 10, 1993

DATE EFFECTIVE: June 1, 1993

JUN 1 1993

Issued by: Alan P. Bauman President Columbus, Ohio  
 Name of Officer Title Address

Issued by authority of an Order of the Public Service Commission in Case No. 90-063-H, dated May 24, 1993.

PURSUANT TO 807 KAR 5-0-11.  
 SECTION 9 (1) 9-93  
 BY: Gregg Hallett  
 PUBLIC SERVICE COMMISSION MANAGER

**CURRENTLY EFFECTIVE BILLING RATES**

	Base Rate Charge	Gas Cost Adjustment	Total Billing Rate
<u>Rate Schedule GS</u>			
First 1 Mcf or less per Mo.	\$	\$ 1/	\$
Residential	7.45	3.7658	11.2158
Comm. or Ind.	16.34	3.7658	20.1058
Next 49 Mcf per Mo.	1.6872	3.7658	5.4530
Next 150 Mcf per Mo.	1.6378	3.7658	5.4036
Over 200 Mcf Per Mo.	1.5886	3.7658	5.3544
<u>Delivery Service</u>			
<u>Demand Charge</u>			
Demand Charge times Firm Mcf Volume in Customer Service Agreement		10.0821	10.0821
Volumetric	1.5886	.0211	1.6097
<u>Rate Schedule GPS</u>			
First 1 Mcf or less per Mo.			
Residential	7.45	N/A	N/A
Comm.Or Ind.	16.34	N/A	N/A
Next 49 Mcf per Mo.	1.6872	N/A	N/A
Next 150 Mcf per Mo.	1.6378	N/A	N/A
All Over 200 Mcf per Mo.	1.5886	N/A	N/A
<u>Rate Schedule FI</u>			
Customer Charge	135.79		135.79
<u>Customer Demand Charge</u>			
Demand Charge times Firm Mcf Volume in Customer Service Agreement		10.0821	10.0821
Commodity Charge-All Volume	0.5573	3.7658	4.3231
<u>Delivery Service</u>			
Interruptible	0.4861	.0211	.5072
<u>Rate Schedule IS</u>			
Customer Charge	135.79		135.79
Commodity Charge	0.5573	3.7658	4.3231
<u>Delivery Service</u>			
Interruptible	0.4861	.0211	.5072
<u>Rate Schedule IUS</u>			
For All Volumes Delivered Each Month	0.1735	3.7658	3.9393
<u>Delivery Service</u>	0.1735	1.4502	1.6237
<u>Delivery Service - Mainline</u>	0.1000		0.1000

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(R) Reduction

(I) Increase

1/ The Gas Cost Recovery Rate, as shown, is an adjustment per Mcf determined in accordance with the "Semi-Annual Gas Cost Adjustment Clause" as set forth on Sheets 80 through 82-A of this Tariff.

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

DATE OF ISSUE: April 23, 1993

APR 1 1993  
 DATE EFFECTIVE: April 1, 1993

*Alan P. Bowman*  
 Issued by: \_\_\_\_\_  
 Name of Officer

Vice President  
 Title

Columbus, Ohio  
 Address

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

BY: *Steve Heller*  
 PUBLIC SERVICE COMMISSION MANAGER



**CURRENTLY EFFECTIVE BILLING RATES**

	Base Rate Charge	Gas Cost Adjustment	Total Billing Rate	
<u>Rate Schedule GS</u>				
First 1 Mcf or less per Mo.	\$	\$ 1/	\$	
Residential	7.45	4.0340	11.4840	
Comm. or Ind.	16.34	4.0340	20.3740	
Next 49 Mcf per Mo.	1.6872	4.0340	5.7212	
Next 150 Mcf per Mo.	1.6378	4.0340	5.6718	
Over 200 Mcf Per Mo.	1.5886	4.0340	5.6226	
<u>Delivery Service</u>				
<u>Demand Charge</u>				
Demand Charge times Firm Mcf Volume in Customer Service Agreement		9.5025	9.5025	R
Volumetric	1.5886	.0362	1.6248	R
<u>Rate Schedule GPS</u>				
First 1 Mcf or less per Mo.				
Residential	7.45	N/A	N/A	
Comm.Or Ind.	16.34	N/A	N/A	
Next 49 Mcf per Mo.	1.6872	N/A	N/A	
Next 150 Mcf per Mo.	1.6378	N/A	N/A	
All Over 200 Mcf per Mo.	1.5886	N/A	N/A	
<u>Rate Schedule FI</u>				
Customer Charge	135.79		135.79	
<u>Customer Demand Charge</u>				
Demand Charge times Firm Mcf Volume in Customer Service Agreement		9.5025	9.5025	R
Commodity Charge-All Volume	0.5573	4.0340	4.5913	I
<u>Delivery Service</u>				
Interruptible	0.4861	.0362	.5223	R
<u>Rate Schedule IS</u>				
Customer Charge	135.79		135.79	
Commodity Charge	0.5573	4.0340	4.5913	I
<u>Delivery Service</u>				
Interruptible	0.4861	.0362	.5223	R
<u>Rate Schedule IUS</u>				
For All Volumes Delivered Each Month	0.1735	4.0340	4.2075	I
<u>Delivery Service</u>	0.1735	1.3489	1.5224	I
<u>Delivery Service - Mainline</u>	0.1000		0.1000	

(R) Reduction

(I) Increase

1/ The Gas Cost Recovery Rate, as shown, is an adjustment per Mcf determined in accordance with the "Semi-Annual Gas Cost Adjustment Clause" as set forth on Sheets 80 through 82-A

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

DATE OF ISSUE: December 13, 1992

DEC 1 1992

DATE EFFECTIVE: December 1, 1992

Issued by:

Name of Officer

Vice President

Title

Columbus, Ohio

Address

PURSUANT TO 807 KAR 5:011,

SECTION 9 (1)

Issued by Authority of an Order of the Public Service Commission in Case No. 90-063-F, dated November 30, 1992

BY: *[Signature]*  
 PUBLIC SERVICE COMMISSION MANAGER

5-93

COLUMBIA GAS OF KENTUCKY, INC.

**CURRENTLY EFFECTIVE BILLING RATES**  
 (Continued)

	<u>Base Rate</u> <u>Charge</u> \$	<u>Gas Cost</u> <u>Adjustment</u> \$ 1/	<u>Total</u> <u>Billing</u> <u>Rate</u> \$
<u>Rate Schedule IN2 - RESIDENTIAL</u>			
Commodity Charge			4.3300
<u>Rate Schedule IN6 - INDUSTRIAL AND COMMERCIAL</u>			
Commodity Charge	1.7363	4.1542	5.8905
<u>Rate Schedule IN7 - SMALL COMMERCIAL</u>			
Commodity Charge	.5924	4.1542	4.7466
<u>Rate Schedule IN8 - INTERRUPTIBLE DELIVERY SERVICE</u>			
Annual Volume up to 400,000 Mcf	.4566		.4566
Annual Volume over 400,000 Mcf	.3901		.3901

(R) Reduction  
 (I) Increase

1/ The Gas Cost Recovery Rate, as shown, is an adjustment per Mcf determined in accordance with the "Semi-Annual Gas Cost Adjustment Clause" as set forth on Sheets 80 through 82 of this Tariff less any applicable Take-or-Pay costs associated with tariff sales customers that are included in the rate as shown on Sheet 2A.

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

DATE OF ISSUE: June 10, 1993

DATE EFFECTIVE: JUN 1, 1993

Issued by:

*Alan P. Bowman*  
 Name of Officer Vice President

Columbus, Ohio  
 Address

PURSUANT TO 807 KAR 50.11,  
 SECTION 9 (1)

Issued by authority of an Order of the Public Service Commission in Case No. 90-063-H, dated May 24, 1993.

BY: *[Signature]*  
 PUBLIC SERVICE COMMISSION MANAGER

COLUMBIA GAS OF KENTUCKY, INC.

**CURRENTLY EFFECTIVE BILLING RATES**  
 (Continued)

	<u>Base Rate</u> <u>Charge</u> \$	<u>Gas Cost</u> <u>Adjustment</u> \$ 1/	<u>Total</u> <u>Billing</u> <u>Rate</u> \$
<u>Rate Schedule IN2 - RESIDENTIAL</u>			
Commodity Charge			4.3300
<u>Rate Schedule IN6 - INDUSTRIAL AND COMMERCIAL</u>			
Commodity Charge	1.7363	3.7414	5.4777
<u>Rate Schedule IN7 - SMALL COMMERCIAL</u>			
Commodity Charge	.5924	3.7414	4.3338
<u>Rate Schedule IN8 - INTERRUPTIBLE DELIVERY SERVICE</u>			
Annual Volume up to 400,000 Mcf	.4566		.4566
Annual Volume over 400,000 Mcf	.3901		.3901

R  
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(R) Reduction  
 (I) Increase

1/ The Gas Cost Recovery Rate, as shown, is an adjustment per Mcf determined in accordance with the "Semi-Annual Gas Cost Adjustment Clause" as set forth on Sheets 80 through 82 of this Tariff less any applicable Take-or-Pay costs associated with tariff sales customers that are included in the rate as shown on Sheet 2A.

**PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE**

APR 1 1993

DATE OF ISSUE: April 23, 1993

DATE OF ISSUE: APR 1 1993  
 PURSUANT TO 907 KAR 5:011,  
 SECTION 9 (1)

*Alan P. Bowman*  
 Name of Officer Vice President  
 Title

Columbus, Ohio  
 Address

BY: *Sharon Keller*  
 PUBLIC SERVICE COMMISSION MANAGER

Issued by authority of an Order of the Public Service Commission in Case No. 90-063-G, dated April 1, 1993.

*C6-93*

COLUMBIA GAS OF KENTUCKY, INC.

**CURRENTLY EFFECTIVE BILLING RATES**  
 (Continued)

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment</u> \$ 1/	<u>Total Billing Rate</u> \$
<u>Rate Schedule IN2 - RESIDENTIAL</u>			
Commodity Charge			4.3300
<u>Rate Schedule IN6 - INDUSTRIAL AND COMMERCIAL</u>			
Commodity Charge	1.7363	3.9944	5.7307
<u>Rate Schedule IN7 - SMALL COMMERCIAL</u>			
Commodity Charge	.5924	3.9944	4.5868
<u>Rate Schedule IN8 - INTERRUPTIBLE DELIVERY SERVICE</u>			
Annual Volume up to 400,000 Mcf	.4566		.4566
Annual Volume over 400,000 Mcf	.3901		.3901

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PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

DEC 1 1992

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

BY: *Shirley Hallett*  
 PUBLIC SERVICE COMMISSION MANAGER

(I) Increase

1/ The Gas Cost Recovery Rate, as shown, is an adjustment per Mcf determined in accordance with the "Semi-Annual Gas Cost Adjustment Clause" as set forth on Sheets 80 through 82 of this Tariff less any applicable Take-or-Pay costs associated with tariff sales customers that are included in the rate as shown on Sheet 2A.

DATE OF ISSUE: January 15, 1992

DATE EFFECTIVE: December 1, 1992

Issued by:

*Alan P. Bowman*  
 Name of Officer Vice President

Columbus, Ohio  
 Address

*C-5-93*

**CURRENTLY EFFECTIVE BILLING RATES**  
(Continued)

	<u>Base Rate Charge</u> \$	<u>Gas Cost Adjustment</u> \$ 1/	<u>Total Billing Rate</u> \$
<u>Rate Schedule IN2 - RESIDENTIAL</u> Commodity Charge			4.3300
<u>Rate Schedule IN6 - INDUSTRIAL AND COMMERCIAL</u> Commodity Charge	1.7363	3.5738	5.3101
<u>Rate Schedule IN7 - SMALL COMMERCIAL</u> Commodity Charge	.5924	3.5738	4.1662
<u>Rate Schedule IN8 - INTERRUPTIBLE DELIVERY SERVICE</u> Annual Volume up to 400,000 Mcf	.4566		.4566
Annual Volume over 400,000 Mcf	.3901		.3901

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

OCT 1 1992

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

BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

(N) New Text

1/ The Gas Cost Recovery Rate, as shown, is an adjustment per Mcf determined in accordance with the "Semi-Annual Gas Cost Adjustment Clause" as set forth on Sheets 80 through 82 of this Tariff less any applicable Take-or-Pay costs associated with tariff sales customers that are included in the rate as shown on Sheet 2A.

DATE OF ISSUE: October 22, 1992  
 Issued by: [Signature] Vice President  
 Name of Officer Title

DATE EFFECTIVE: October 1, 1992

Columbus, Ohio  
Address

C-2-93

**CURRENTLY EFFECTIVE BASE RATE LEVELS**

RATE SCHEDULE GS

BASE RATE

Residential

First	1 Mcf or less per Mo.	@\$ 7.45
Next	49 Mcf per Mo.	@\$ 1.6872
Next	150 Mcf per Mo.	@\$ 1.6378
Over	200 Mcf per Mo.	@\$ 1.5886

Commercial or Industrial

First	1 Mcf or less per Mo.	@\$16.34
Next	49 Mcf per Mo.	@\$ 1.6872
Next	150 Mcf per Mo.	@\$ 1.6378
Over	200 Mcf per Mo.	@\$ 1.5886

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be:

Residential	@\$ 7.45
Commercial or Industrial	@\$16.34

PURCHASED GAS ADJUSTMENT

The charges set forth herein, exclusive of those pertaining to customer charges, shall be subject to a Gas Cost Adjustment as shown on Page 2-A of this tariff.

LOCAL FRANCHISE FEE OR TAX

The above rates and minimum charge are subject to Local Franchise Fee or Tax as set forth on Sheet No. 10, herein.

(l) Increase

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

OCT 1 1991

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

BY: *George Hallee*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: September 9, 1991 DATE EFFECTIVE: With Gas Supplied On and After October 1, 1991  
 Issued by: *Alan P. Bowman* Vice President Columbus, Ohio  
 Name of Officer Title Address

Issued by authority of an Order of the Public Service Commission in Case No. 90-063, dated October 10, 1990.

*C9-93*

**CURRENTLY EFFECTIVE BASE RATE LEVELS**

RATE SCHEDULE GPS

BASE RATE

Residential

First	1 Mcf or less per Mo.	@ \$ 7.45
Next	49 Mcf per Mo.	@ \$ 1.6872
Next	150 Mcf per Mo.	@ \$ 1.6378
Over	200 Mcf per Mo.	@ \$ 1.5886

Commercial or Industrial

First	1 Mcf or less per Mo.	@ \$16.34
Next	49 Mcf per Mo.	@ \$ 1.6872
Next	150 Mcf per Mo.	@ \$ 1.6378
Over	200 Mcf per Mo.	@ \$ 1.5886

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be:

Residential	@ \$ 7.45
Commercial or Industrial	@ \$16.34

PURCHASED GAS ADJUSTMENT

The charges set forth herein, exclusive of those pertaining to customer charges, shall be subject to a Gas Cost Adjustment as shown on Page 2-A of this tariff.

LOCAL FRANCHISE FEE OR TAX

The above rates and minimum charge are subject to Local Franchise Fee or Tax as set forth on Sheet No. 10, herein.

(l) Increase

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**OCT 1 1991**

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

BY: *Glenn Miller*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: September 9, 1991	DATE EFFECTIVE: With Gas Supplied On and After October 1, 1991
Issued by: <u><i>Alan P. Bowman</i></u>	Vice President Columbus, Ohio
Name of Officer	Title Address

*C9-93*

COLUMBIA GAS OF KENTUCKY, INC.

CANCELLATION OF TARIFF SHEET

P.S.C. KY. NO. 4

EFFECTIVE DECEMBER 7, 1986,  
FORTY-SEVENTH REVISED SHEET NO. 3-A  
IS HEREBY CANCELLED.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 07 1986

PURSUANT TO 80/ KAR 5:011,  
SECTION 9 (1)

BY: J. Deoghegan

C9-93



**CURRENTLY EFFECTIVE BASE RATE LEVELS**  
(Continued)

RATE SCHEDULE FI - FIRM AND INTERRUPTIBLE GAS SERVICE

BASE RATE

Customer Charge

\$135.79 per delivery point per month.

Commodity Charge

\$0.5573 per Mcf of all daily Firm and Interruptible volumes of gas delivered hereunder each billing month.

AVAILABILITY OF EXCESS GAS

In the event Buyer shall desire to purchase on any day gas in excess of Buyer's specified Maximum Daily Volume, Buyer shall inform the Seller and if the Seller is able to provide such excess gas required by Buyer from its operations, Seller shall make such excess gas available at the base rate commodity charge plus applicable gas cost.

If such excess gas cannot be made available to Buyer from Seller's own operations, Seller may, on a 24 hour advance notice from Buyer, comply with such request to the extent that excess gas is temporarily available from Seller's gas supplier, to provide gas which otherwise would not be available. Such excess volume taken shall be paid for at Seller's supplier's appropriate excess rate plus Seller's base rate commodity charge.

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

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the customer charge of \$135.79 plus the customer demand charge based on the Buyer's Daily Firm Volume times the average demand rate. See Sheet 2-A.

PURCHASED GAS ADJUSTMENT

The charges set forth herein, exclusive of those pertaining to customer charges, shall be subject to a Gas Cost Adjustment as shown on Page 2-A of this tariff.

(l) Increase

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

OCT 1 1991

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

BY: Christa Hallee  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: September 9, 1991 DATE EFFECTIVE: With Gas Supplied On and After October 1, 1991  
Issued by: Alan P. Bowman Vice President Columbus, Ohio  
Name of Officer Title Address

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

CURRENTLY EFFECTIVE BASE RATE LEVELS  
(Continued)

RATE SCHEDULE FI - FIRM AND INTERRUPTIBLE GAS SERVICE (Continued)

LOCAL FRANCHISE FEE OR TAX

The monthly bill to customers served under this rate schedule is subject to Local Franchise Fee or Tax as set forth on Sheet No. 10, herein.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 07 1986

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

BY: J. Geoghegan

DATE OF ISSUE: December 8, 1986

DATE EFFECTIVE: With Gas Supplied On and  
after December 7, 1986

Issued by: Alan P. Bowman Vice President Columbus, Ohio  
Name of officer Title Address

Issued by authority of an Order of the Public Service Commission  
in Case No. 9554 dated November 14, 1986.

C9-93

**CURRENTLY EFFECTIVE BASE RATE LEVELS**  
**(Continued)**

RATE SCHEDULE IS - INTERRUPTIBLE GAS SERVICE

BASE RATE

Customer Charge

\$135.79 per delivery point per month

Commodity Charge

\$0.5573 per Mcf of all volumes of gas delivered hereunder each billing month.

AVAILABILITY OF EXCESS GAS

In the event Buyer shall desire to purchase on any day gas in excess of Buyer's Specified Maximum Daily Volume, Buyer shall inform the Seller and if the Seller is able to provide such excess gas required by Buyer from its operations, Seller shall make such excess gas available at the base rate commodity charge plus applicable gas cost.

If such excess gas cannot be made available to Buyer from Seller's own operation, Seller, on a 24 hour advance notice from Buyer, may comply with such request, to the extent that excess gas is temporarily available from Seller's gas supplier to provide gas which otherwise would not be available. Such excess volumes taken shall be paid for at Seller's supplier's appropriate excess Rate plus Seller's base rate commodity charge.

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

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the customer charge.

PURCHASED GAS ADJUSTMENT

The charges set forth herein, exclusive of those pertaining to customer charges, shall be subject to a Gas Cost Adjustment as shown on Page 2-A of this tariff.

LOCAL FRANCHISE FEE OR TAX

The monthly bill to customers served under this rate schedule is subject to Local Franchise Fee or Tax as set forth on Sheet N. 10, herein.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

(I) Increase

OCT 1 1991

DATE OF ISSUE: September 9, 1991

Issued by:

Name of Officer

*Alan P. Bowman*  
Vice President

Title

DATE EFFECTIVE: With Gas Supplier On and After October 1, 1991

Columbus, Ohio

Address

FOR SOLE PURPOSES OF SECTION 9 (1)

PUBLIC SERVICE COMMISSION MANAGER

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

**CURRENTLY EFFECTIVE BASE RATE LEVELS**  
(Continued)

RATE SCHEDULE IUS - INTRASTATE UTILITY SERVICE

BASE RATE

For all gas delivered each month \$0.1735 per Mcf.

MINIMUM MONTHLY CHARGE

The Maximum Daily Volume specified in the Sales Agreement multiplied by \$0.1735 per Mcf plus applicable gas cost.

PURCHASED GAS ADJUSTMENT

The charges set forth herein, exclusive of those pertaining to customer charges, shall be subject to a Gas Cost Adjustment as shown on Page 2-A of this tariff.

LOCAL FRANCHISE FEE OR TAX

The monthly bill to customers served under this rate schedule is subject to Local Franchise Fee or Tax as set forth on Sheet No. 10, herein.

(l) Increase

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

OCT 1 1991

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

BY: *Sharon Hallett*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: September 9, 1991 DATE EFFECTIVE: With Gas Supplied On and After October 1, 1991  
Issued by: *Alan P. Brumman* Vice President, Columbus, Ohio  
Name of Officer Title Address

Issued by authority of an Order of the Public Service Commission in Case No. 90-063, dated October 10, 1990.

*C9-93*

**CURRENTLY EFFECTIVE BASE RATE LEVELS**  
(Continued)

RATE SCHEDULE DS - DELIVERY SERVICE

APPLICABILITY

Throughout the territory served under this tariff.

AVAILABILITY

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

- (a) Customer has executed a contract with the Company for delivery service,
- (b) Customer has normal annual requirements of not less than 6,000 Mcf at any delivery point, and
- (c) Customer currently is a sales customer under the GS, FI, IS or IUS rate schedule.

RATE

General Service:	\$1.5886 per Mcf for all gas delivered each billing month.
Firm and Interruptible Service:	\$0.4861 per Mcf for all gas delivered each month.
Interruptible Service:	\$0.4861 per Mcf for all gas delivered each month.
Intrastate Utility Service:	\$0.1735 per Mcf for all gas delivered each month.

Recovery of Direct Bill Take-or-Pay

Delivery service customers shall be subject to a Gas Cost Adjustment as shown on Sheet No. 2-A, herein.

Flex Provision

When a customer with Normal Annual Volume Requirements of 25,000 Mcf annually can demonstrate to the Company that a lower rate is necessary to meet competition from that customer's alternate energy supplier, Columbia may transport gas at a rate lower than the fixed rate. Columbia may also, after receiving prior approval from the Kentucky Public Service Commission, transport gas at a rate lower than the fixed rate where the customer has

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(T) Change in text

(N) New

SEP 4 1992

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

BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: September 2, 1992

DATE EFFECTIVE: September 4, 1992

Issued by: [Signature]  
Name of Officer Title

Columbus, Ohio  
Address

29-93

**CURRENTLY EFFECTIVE BASE RATE LEVELS  
(Continued)**

RATE SCHEDULE DS - DELIVERY SERVICE (Continued)

RATE (Continued)

Flex Provision (Continued)

demonstrated that its only alternative would be a shutdown or relocation of facilities, or that the lower rate is necessary to expand facilities.

Columbia may also transport gas to a customer at a rate greater than the fixed rate if such rate remains competitive with the price of energy from that customer's alternate energy suppliers. In no event shall the transportation rate exceed 150% of the fixed rate.

Pursuant to the preceding paragraphs, any customer may, at any time request that the transportation rate be flexed. However, once the transportation rate for a customer is flexed, the customer must continue to pay the flex rate determined by Columbia each month and may not opt to revert to the fixed rate except as provided below. Any customer wishing to return to the fixed rate can do so by written notification to Columbia. Upon notification, the customer will revert to the fixed rate three months subsequent to the first day of the billing month which follows the date of the notification. Each such notification received by Columbia will cancel any previous such notification received by Columbia from the same customer.

Delivery Service - IUS

The rate level applicable to service will be the base rate charge plus the demand portion of the gas cost as shown on Sheet 2-A of this tariff.

STANDBY DELIVERY SERVICE

Rate Schedule GS

Firm

Any General Service customer who elects to transport gas under this rate schedule must establish, subject to the approval of Columbia, a Daily Firm Volume for that portion of load that is not protected by an alternate energy source. This Daily Firm Requirement is subject to a Demand Charge as shown on Sheet No. 2-A.

(T) Text

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**OCT 10 1990**

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

**BY: *Shane L. Hill*  
PUBLIC SERVICE COMMISSION MANAGER**

DATE OF ISSUE: October 26, 1990

DATE EFFECTIVE: With Gas Supplied On and After October 10, 1990

Issued by:

Name of Officer

*J. W. Partridge Jr.*  
Vice President  
Title

Columbus, Ohio  
Address

Issued by authority of an Order of the Public Service Commission in Case No. 90-063, dated October 10, 1990.

*C 9-93*

**CURRENTLY EFFECTIVE BASE RATE LEVELS**  
**(Continued)**

RATE SCHEDULE DSML - MAIN LINE DELIVERY SERVICE

APPLICABILITY

Throughout the territory served under this tariff.

AVAILABILITY

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

- (a) Customer has executed a contract with the Company for delivery service,
- (b) Customer has normal annual requirements of not less than 25,000 Mcf at any delivery point,
- (c) Customer is connected directly through a dual-purpose meter to facilities of an interstate pipeline supplier of the Company, and
- (d) Customer currently is a sales customer under the GS, FI or IS rate schedule.

RATE

The rate shall be \$.10 per Mcf for all gas delivered each month.

(T) Change in text

(N) New

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SEP 4 1992

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

BY: *George Staller*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: September 2, 1992  
Issued by: *Alan P. Bowman*

Name of Officer

Vice President  
Title

DATE EFFECTIVE: September 4, 1992  
Columbus, Ohio  
Address

*C 9-93*

**CURRENTLY EFFECTIVE BASE RATE LEVELS**  
**(Continued)**

RATE SCHEDULE IN2 - RESIDENTIAL

TOTAL BILLING RATE

Commodity Charge

\$4.33 per Mcf of all volumes of gas delivered hereunder each billing month.

LOCAL FRANCHISE FEE OR TAX

The monthly bill to customers served under this rate schedule is subject to Local Franchise Fee or Tax as set forth on Sheet No. 10, herein.

LATE PAYMENT PENALTIES OR DISCOUNTS

A late payment penalty of one and one-half percent (1 1/2%) may be assessed, only once on any bill for rendered services, if a customer fails to pay any bill of \$2,000 or more by the due date shown on the customer's bill. Any payment received will first be applied to the bill for service rendered. Additional penalty charges will not be assessed on unpaid penalty charges.

AVAILABILITY OF SERVICE

Any customer being served under this Rate Schedule must be a former residential Inland Gas Company customer served pursuant to KRS 278.485. See Sheets 36 through 41 for Temporary Availability Statement and Temporary Volumetric Limitations and Curtailment Provisions.

TAKE - OR - PAY COSTS

In the event that Company incurs any additional Take-or-Pay costs for customers being served under this Rate Schedule or receives any refunds for such additional Take-or-Pay costs, Company has the right to collect or pass back the dollars associated to the customers currently being served under this rate schedule.

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

BY: *Glenn Hallee*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: October 22, 1992

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Issued by:

Name of Officer

Vice President

Title

Columbus, Ohio

Address

*Alan P. Bowman*

*C9-93*



**CURRENTLY EFFECTIVE BASE RATE LEVELS**  
**(Continued)**

RATE SCHEDULE IN6 - SMALL INDUSTRIAL AND COMMERCIAL

BASE RATE

Commodity Charge

\$1.7363 per Mcf of all volumes of gas delivered hereunder each billing month.

PURCHASED GAS ADJUSTMENT

The charges set forth herein shall be subject to a Gas Cost Adjustment as shown on Page 2-B of this tariff.

LOCAL FRANCHISE FEE OR TAX

The monthly bill to customers served under this rate schedule is subject to Local Franchise Fee or Tax as set forth on Sheet No. 10, herein.

PENALTY PROVISION

If Customer should take on any day, without Company's advance approval, a volume of gas more than 2% in excess of Company's currently effective contracted demand obligation to said Customer or should take, during periods of curtailment, any excess volume over Customer's curtailment allotment for such period, said volumes shall constitute unauthorized overrun volume. Customer shall pay to Company a penalty of Ten dollars (\$10.00) for each Mcf of gas constituting unauthorized overrun volume taken by customer, which penalty shall be paid to Company by Customer together with and in addition to charges payable by Customer hereunder and under said Agreement between the parties for the month in which said unauthorized overrun volume was taken; provided, however, that Company shall have the right, without obligation, to waive any penalty for unauthorized overrun volume if in the day when the penalty was incurred, deliveries to other of Company's customers were not adversely affected by the taking of said unauthorized overrun volume or if Company's pipeline operations were not impaired thereby. The payment of a penalty for unauthorized overrun volume shall not under any circumstances be considered as giving any such customer the right to take unauthorized overrun volume nor shall such payment be considered as a substitute for any other remedies available to Company or any other customer against the offending customer for failure to respect its obligations to adhere to the provisions of its contracts with Company.

LATE PAYMENT PENALTIES OR DISCOUNTS

A late payment penalty of one and one-half percent (1 1/2%) may be assessed, only once on any bill for rendered services, if a customer fails to pay any bill of \$2,000 or more by the due date shown on the customer's bill. Any payment received will first be applied to the bill for service rendered. Additional penalty charges will not be assessed on unpaid penalty charges.

(N) New Text

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Issued by: Alan P. Bowman  
Name of Officer

Vice President  
Title

Columbus, Ohio  
Address

PURSUANT TO 807 KAR 5:011.

SECTION 9(1)

DATE EFFECTIVE: October 1, 1992

BY: Sharon Miller  
PUBLIC SERVICE COMMISSION MANAGER

C-9-93

**CURRENTLY EFFECTIVE BASE RATE LEVELS**  
(Continued)

RATE SCHEDULE IN6 - SMALL INDUSTRIAL AND COMMERCIAL (continued)

AVAILABILITY OF SERVICE

Any customer being served under this Rate Schedule must be former Inland Gas Company Customers served under the form of sales agreement contained in the Inland Gas Company's Tariff, P.S.C Ky. No. 2. See Sheets 36 through 41 for Temporary Availability Statement and Temporary Volumetric Limitations and Curtailment provisions.

TAKE - OR - PAY COSTS

In the event that Company incurs any additional Take-or-Pay costs for customers being served under this Rate Schedule or receives any refunds for such additional Take-or-Pay costs, Company has the right to collect or pass back the dollars associated to the Customers currently being served under this Rate Schedule.

MINIMUM MONTHLY BILL:

The minimum monthly bill for each billing month shall be equal to the applicable rate for that month multiplied by the contract demand for one day.

(N) New Text

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PURSUANT TO 807 KAR 5:011,  
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BY: *[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: October 22, 1992

DATE EFFECTIVE: October 1, 1992

Issued by: *[Signature]* Vice President Columbus, Ohio  
Name of Officer Title Address

C9-93

**CURRENTLY EFFECTIVE BASE RATE LEVELS**  
**(Continued)**

RATE SCHEDULE IN7 - SMALL COMMERCIAL

BASE RATE

Commodity Charge

\$ .5924 per Mcf of all volumes of gas delivered hereunder each billing month.

PURCHASED GAS ADJUSTMENT

The charges set forth herein, exclusive of those pertaining to customer charges, shall be subject to a Gas Cost Adjustment as shown on Page 2-B of this tariff.

LOCAL FRANCHISE FEE OR TAX

The monthly bill to customers served under this rate schedule is subject to Local Franchise Fee or Tax as set forth on Sheet No. 10, herein.

PENALTY PROVISION

If Customer should take on any day, without Company's advance approval, a volume of gas more than 2% in excess of Company's currently effective contracted demand obligation to said Customer or should take, during periods of curtailment, any excess volume over Customer's curtailment allotment for such period, said volumes shall constitute unauthorized overrun volume. Customer shall pay to Company a penalty of Ten dollars (\$10.00) for each Mcf of gas constituting unauthorized overrun volume taken by Customer, which penalty shall be paid to Company by Customer together with and in addition to charges payable by Customer hereunder and under said Agreement between the parties for the month in which said unauthorized overrun volume was taken; provided, however, that Company shall have the right, without obligation, to waive any penalty for unauthorized overrun volume if in the day when the penalty was incurred, deliveries to other of Company's customers were not adversely affected by the taking of said unauthorized overrun volume or if Company's pipeline operations were not impaired thereby. The payment of a penalty for unauthorized overrun volume shall not under any circumstances be considered as giving any such customer the right to take unauthorized overrun volume nor shall such payment be considered as a substitute for any other remedies available to Company or any other customer against the offending customer for failure to respect its obligations to adhere to the provisions of its contracts with Company.

LATE PAYMENT PENALTIES OR DISCOUNTS

A late payment penalty of one and one-half percent (1 1/2%) may be assessed, only once on any bill for rendered services, if a customer fails to pay any bill of \$2,000 or more by the due date shown on the customer's bill. Any payment received will first be applied to the bill for service rendered. Additional penalty charges will not be assessed on unpaid penalty charges.

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Issued by: Alan P. Bowen  
Name of Officer      Vice President      Columbus, Ohio  
Title      Address

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DATE EFFECTIVE: October 1, 1992  
BY: Disa Valle  
PUBLIC SERVICE COMMISSION MANAGER

*c9-93*

**CURRENTLY EFFECTIVE BASE RATE LEVELS**  
**(Continued)**

RATE SCHEDULE IN7 -SMALL COMMERCIAL (continued)

AVAILABILITY OF SERVICE

Any customer being served under this Rate Schedule must be former Inland Gas Company Customers served under contracts dated prior to January 1, 1990. See Sheets 36 through 41 for Temporary Availability Statement and Temporary Volumetric Limitations and Curtailment provisions.

TAKE - OR - PAY COSTS

In the event that Company incurs any additional Take-or-Pay costs for customers being served under this Rate Schedule or receives any refunds for such additional Take-or-Pay costs, Company has the right to collect or pass back the dollars associated to the Customers currently being served under this Rate Schedule.

MINIMUM MONTHLY BILL

The minimum monthly bill for each billing month shall be equal to the applicable rate for that month multiplied by the contract demand for one day.

(N) New Text

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Issued by: Alan P. Bowman Vice President Columbus, Ohio  
Name of Officer Title Address

BY: [Signature] October 1, 1992  
PUBLIC SERVICE COMMISSION MANAGER

*C 9-93*

**CURRENTLY EFFECTIVE BASE RATE LEVELS**  
(Continued)

RATE SCHEDULE IN8 - INTERRUPTIBLE DELIVERY SERVICE

APPLICABILITY

Throughout the territory served under this tariff.

AVAILABILITY OF SERVICE

Any customer being served under this Rate Schedule must be a former Inland Gas customer and have executed a contract with Inland Gas Company for delivery service. See Sheets 36 through 41 for Temporary Availability Statement and Temporary Volumetric Limitations and Curtailment provisions. Service provided under this rate schedule shall be interruptible when Company, on its reasonable discretion, deems such interruption necessary, including without limitation, interruption due to insufficient capacity in Company's system to render firm sales and firm transportation services. Interruption of service includes decreasing, suspending, or discontinuing the receipt or delivery of gas.

RATE

Annual Volume up to 400,000 Mcf	\$.4566
Annual Volume over 400,000 Mcf	\$.3901

TAKE - OR - PAY COSTS

In the event that Company incurs any additional Take-or-Pay costs for customers being served under this Rate Schedule or receives any refunds for such additional Take-or-Pay costs, Customer has the right to collect or pass back the dollars associated to the Customers currently being served under this Rate Schedule.

OPERATING CONDITIONS

Estimates of Transportation Volumes. Upon request of Company, Customer shall from time to time submit estimates of the daily, monthly and annual volumes of gas to be transported, including peak day requirements, together with the estimated amounts thereof applicable to each point of delivery, and such other operating data as Company may require in order to plan its operations, to meet its system requirements, and to render adequate service to its customers.

Notice of Volume Changes. Except for reasons force majeure, Customer shall notify or cause Seller to be notified at least twenty-four (24) hours in advance of any significant change in the daily volume of gas Customer desires to deliver or cause to be delivered to Company for transportation hereunder. Customer shall notify or cause Company to be notified as soon as possible after a force majeure event causes a significant change in the volume of gas which will be delivered to Company for transportation hereunder. Customer shall deliver or cause to be delivered to Company such daily volumes as nearly as possible, at uniform hourly rates, Departures from the daily volume which Customer notifies Company it intends to deliver to Company hereunder shall be kept to the minimum permitted by operating conditions.

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Issued by: Alan P. Bowman Vice President Columbus, Ohio  
Name of Officer Title Address

PURSUANT TO 807 KAR 5:011,  
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BY: Shirley J. Miller  
PUBLIC SERVICE COMMISSION MANAGER

C9-93

CURRENTLY EFFECTIVE BASE RATE LEVELS  
(Continued)

RATE SCHEDULE IN8 - INTERRUPTIBLE DELIVERY SERVICE - (Continued)

OPERATING CONDITIONS - (Continued)

Uniform Tenders and Takes. Unless necessary for balancing purposes undertaken upon prior notice to Company, Customer must receive all service provided under this Rate Schedule in the same uniform daily volumes as gas is delivered to Company by or for Customer, with no significant fluctuation as determined by Company in its reasonable discretion.

Other Transportation Arrangements. Customer shall make all necessary arrangements with other parties at or upstream of the point(s) of receipt where it tenders gas to Company for transportation. Such arrangements shall be coordinated with Company to assure compatibility with Company's operations.

Integrity of the System. Company shall not be required to perform or continue transportation service on behalf of any Customer that, within 10 days after the receipt of notice from Company, fails to comply with any and all of the terms of this Rate Schedule and Conditions of the Service Agreement. Other provisions of this Rate Schedule and Service Agreement notwithstanding, Company shall have the right to take unilateral action to protect the integrity of its system in the event Company, in its reasonable discretion, determines that immediate or irreparable harm to Company's facilities or operations will be caused by Customer's failure to comply with any of the terms of this Rate Schedule or the Service Agreement.

FORCE MAJEURE

Force Majeure. (a) Neither Company nor Customer shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, 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.

(b) Such causes or contingencies affecting the performance hereunder by either Company or Customer, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

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Issued by:

Name of Officer

*Alan P. Bowman*  
Vice President

Title

Columbus, Ohio

Address

PURSUANT TO 807 KAR 5:011.

SECTION 9 (1)

October 1, 1992

BY:

*Shirley J. Helle*  
PUBLIC SERVICE COMMISSION MANAGER

C-9-93

**CURRENTLY EFFECTIVE BASE RATE LEVELS**  
**(Continued)**

RATE SCHEDULE IN8 - INTERRUPTIBLE DELIVERY SERVICE - (Continued)

OPERATING CONDITIONS - (Continued)

CURTAILMENT, INTERRUPTION AND TERMINATION

Curtaiment Due to Force Majeure. (a) If due to force majeure, other unforeseen conditions on Company's system, or operating conditions (such as, but not limited to, making modifications, tests or repairs to Company's pipeline system), the gas available for delivery from Company's system or portion thereof is temporarily insufficient to meet all of Company's authorized firm sales and firm transportation services on any day, then Company, upon providing as much notice as possible under all of the circumstances, shall curtail all such services pro rata based upon daily firm service obligations.

(b) Where Company's ability to render service is impaired in a particular segment of Company's system, then curtailment shall be affected in accordance with Subsection (a) above only to those Customers served through that segment of Company's system in which service has been impaired.

(c) All quantities of gas taken by Customer in excess of the curtailed levels established pursuant to Subsections (a) and (b) shall be subject to the penalty provisions set forth in this Rate Schedule. For the purpose of determining the amount of such penalties, the curtailed daily deliveries shall be deemed to constitute Customer's "Transportation Demand" as that term is used in the aforesaid penalty provisions.

Interruption of Service (a) For purposes of interrupting interruptible transportation and interruptible sales for any reason at either receipt points or delivery points, Company shall interrupt such gas pro-rata based upon scheduled daily flowing quantities and provide, upon as much notice as possible, Customer or Customer's Intermediate Transporter with a revised Daily Scheduled Volume, Daily Shipping Volume or revised level of interruptible sales gas available.

(b) Where Company's ability to render service is impaired in a particular segment of Company's system, then interruption shall be effected in accordance with Subsection (a) above only to those Customers served through that segment of Company's system in which service has been impaired.

(c) All volumes of gas delivered into or taken from Company's system by Customer in excess of the interruption levels established pursuant to Subsections (a) and (b) above shall be subject to the penalty provisions set forth in this Rate Schedule. For the purpose of determining the amount of such penalties, the curtailed daily deliveries shall be deemed to constitute Customer's "Transportation Volume" as that term is used in the aforesaid penalty provisions.

Curtaiment or Termination for Nonpayment. If Customer becomes delinquent in the payment of any invoice by ten (10) days, then customer shall provide adequate assurance of payment to Company within ten (10) days from the date of notice by Company. If Customer does not pay the invoice together with accrued interest or does not provide adequate assurance of payment within such ten-day period, Company may interrupt or curtail transportation service to Customer to the extent such service has not been prepaid or to the extent Customer has not provided Company with adequate assurance of payment, effective immediately upon notice to Customer and the Commission. If the invoice is not paid within thirty (30) days from its due date and

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OCT 1 1992

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Issued by:

Name of Officer

*Alan P. Bowman*  
Vice President  
Columbus, Ohio  
Address

Vice President

Title

Columbus, Ohio

Address

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY:

*George Fuller*  
PUBLIC SERVICE COMMISSION MANAGER

C-9-93

**CURRENTLY EFFECTIVE BASE RATE LEVELS**  
(Continued)

RATE SCHEDULE IN8 - INTERRUPTIBLE DELIVERY SERVICE - (Continued)

OPERATING CONDITIONS - (Continued)

CURTAILMENT, INTERRUPTION AND TERMINATION

Curtailment or Termination for Nonpayment. (continued) Customer has not provided adequate assurance of payment for any part of the transportation service, Company, in addition to any other remedies it may have, may terminate the Service Agreement, effective upon five (5) days notice to Customer and the Commission. Termination of the Service Agreement shall not excuse payment of amounts then due or the obligation to correct imbalances pursuant to the Balancing at Contract Termination Section of this Rate Schedule.

CHARGES FOR UNAUTHORIZED TENDERS OR TAKES

Definitions. For purposes of this Section, the terms set forth below shall have the following meanings:

- (a) "Overtenders" shall be gas tendered to Company on any day or during any month, as applicable, in excess of the Daily Scheduled Volumes, Transportation Demand, or Transportation Volume for the day or month, as applicable, whichever is less.
- (b) "Undertenders" shall be gas taken by Customer on any day or during any month, as applicable, in excess of the volumes delivered to Company by or for Customer during that day or month.
- (c) "Tolerance Level" shall be the greater of 50 Mcf or 10% of the Daily Scheduled Volumes for the applicable day or month.
- (d) "Accumulated Imbalance" shall mean the cumulative difference between receipts and deliveries under the Service Agreement since the date of initial service, as adjusted pursuant to the Sections on Penalty for Failure to Interrupt Service and on Monthly Balancing in this Rate Schedule.
- (e) "Imbalance Penalty Volume" shall mean the Accumulated Imbalance in excess of the Tolerance Level.

Penalty for Failure to Interrupt Service. Company shall not be obligated on any day to accept gas in excess of the revised Daily Shipping Volumes or to deliver more gas to Customer on any day than it receives for Customer or the revised Daily Scheduled Volumes, whichever is less. Buyer shall cease making Overtenders or Undertenders to Company within forty-eight (48) hours, or within such shorter time established by Company if Company determines that shorter notice is necessary to protect the integrity of its pipeline system, after telephonic notification by Company (depending upon operating conditions, Company will attempt to provide Customer as much added notice as possible under the circumstances). In the event Customer fails to cease making Overtenders or Undertenders within the prescribed time period, Customer shall pay Company a \$5.50 penalty per Mcf of the Imbalance Penalty Volume in the case of Undertenders; or in the case of Overtenders, Company shall retain all of the Imbalance Penalty Volume in excess of the stated Tolerance Levels at no cost and free and clear of any adverse claims of any party. Any Intermediate Transporter to whom Company provides notice hereunder shall in turn notify the Customer of such Overtenders or Undertenders.

(N) New Text

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Name of Officer

*Alan P. Bowman*  
Vice President

Vice President

Title

Columbus, Ohio

Address

PURSUANT TO 807 KAR 5:011,

SECTION 9 (1)

BY:

*Shirley Miller*  
PUBLIC SERVICE COMMISSION MANAGER

C 9-93



**CURRENTLY EFFECTIVE BASE RATE LEVELS**  
(Continued)

RATE SCHEDULE IN8 - INTERRUPTIBLE DELIVERY SERVICE - (Continued)

OPERATING CONDITIONS - (Continued)

CHARGES FOR UNAUTHORIZED TENDERS OR TAKES - (Continued)

Monthly Balancing. Company shall notify Customer of any Accumulated Imbalance on or before the 15th day of each month. In the event Customer does not reduce the Accumulated Imbalance to within the Tolerance Level by the last day of the month following the month in which notice was provided, Company shall apply the appropriate penalty as follows:

- (a) In the event of monthly Undertenders, Company shall charge Customer in the next monthly billing \$5.50 per Mcf of the Imbalance Penalty Volume.
- (b) In the event of monthly Overtenders, Company shall retain the Imbalance Penalty Volume at no cost and free and clear of any adverse claims of any party.

Balancing at Contract Termination. Following the termination of the Service Agreement, Customer shall be required to correct any remaining excess deficiency in receipts and deliveries within sixty (60) days after the determination by Company that an excess or deficiency exists, or within such longer period of time mutually agreed upon by Customer and Company. If after the balancing period Company determines that Customer received transportation volumes in excess of the volumes delivered to Company at the receipt points, Company shall charge Customer an amount equal to the maximum commodity transportation rate plus \$5.50 per Mcf. If after the balancing period, Company determines that Customer delivered to Company volumes in excess of the volumes delivered by Company to or for Customer at the delivery point(s), Company shall retain the excess volumes at no cost and free and clear of any adverse claims by any party.

BILLING AND PAYMENT

For billing and payment terms, see Sheet Nos. 108 - 110, herein.

(N) New Text

PUBLIC SERVICE COMMISSION  
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OCT 1 1992

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Issued by: \_\_\_\_\_  
Name of Officer

*Alan P. Bowman*  
Vice President  
Title

Columbus, Ohio  
Address

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

BY: *[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

RATE SCHEDULE AFDS  
ALTERNATE FUEL DISPLACEMENT SERVICE

RATE

A rate per Mcf shall be established by the Seller in excess of the monthly equivalent Mcf commodity charge as stated in Seller's most recent Semi-Annual Gas Adjustment. The floor charge shall be the commodity charge plus ten cents (10¢) plus allowances for taxes.

The ceiling price shall be at a rate no greater than 150% of the applicable base rate plus gas cost under Buyer's applicable rate schedule.

Prior to establishing the applicable rate for any month, Seller will review pricing information contained in Buyer's affidavit. Seller will also inquire through existing independent sources about current local pricing of alternate fuel, and will use one or more of the following publications to assist it in determining the monthly rate: (1) Platt's Oil Gram, (2) Energy User News, (3) Oil Daily and (4) Platt's Bunkerwise.

Seller will file the applicable rate and the current floor rate with the Commission at least five (5) days before billing.

Pursuant to the preceding paragraphs, any customer may, at any time, request that the rate be flexed. However, once the rate for a customer is flexed, the customer must continue to pay the flex rate determined by Columbia each month and may not opt to revert to any other available tariff rate except as provided below. Prior to filing any new tariff or change in tariff affecting this rate schedule, Columbia will poll each customer on this rate schedule in order to determine whether such customers wish to pay the fixed rate, the flexed rate or any other available or proposed rate. The only time a customer may switch from the flexible rate to any other available or proposed rate is when the customer has elected to do so during the polling period. The switch will occur on the approved effective date of the relevant tariffs.

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JUL 01 1987

MINIMUM MONTHLY CHARGE

See Sheet No. 86 for minimum monthly charge.

PURSUANT TO 307 KAR 5:011,  
SECTION 9 (1)  
BY: Shane Miller  
PUBLIC SERVICE COMMISSION MANAGER

LOCAL FRANCHISE FEE OR TAX

The monthly bill to customers served under this rate schedule is subject to Local Franchise Fee or Tax as set forth on Sheet No. 10, herein.

(D) Discontinued

DATE OF ISSUE: October 7, 1987

DATE EFFECTIVE: With Gas Supplied On  
and After December 7, 1986

Issued by: Alan P. Bowman Vice President Columbus, Ohio  
Name of Officer Title Address

Issued by authority of an Order of the Public Service Commission  
in Case No. 9554 dated November 14, 1986.

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

SCHEDULE SAS - SPECIAL AGENCY SERVICE

APPLICABILITY

Throughout the territory served under this tariff.

AVAILABILITY

This service is available to any commercial or industrial customer taking service under Rate Schedules GS, FI, IS, or IUS, provided:

- (a) Customer has executed a contract with the Company for delivery service, and,
- (b) Customer has submitted an affidavit that demonstrates to the Company's satisfaction that gas obtained hereunder will be used as a replacement for an installed operable energy system -- either an alternate fuel or an alternate source of supply.

TERM

Customers may participate in this program on a month to month basis.

VOLUMES AND PRICE

Each month this program is in effect, Columbia shall notify each participating customer of the price, which may vary depending on customer's cost of alternate energy, to be charged for volumes to be purchased by Columbia as agent for Customer during the following month, exclusive of transportation charges. On or before the twenty-fifth (25th) day of each month, Customer shall nominate the quantity of gas it will require during the following month at the price indicated by Columbia. Such nominations must be in writing and are not effective unless

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 18 1989

PURSUANT TO 807 KAR 5:011,

DATE OF ISSUE: August 1, 1989

DATE EFFECTIVE: July 18, 1989

Issued by: A. P. Bowman  
Name of Officer

Vice President  
Title

BY: George F. Hill  
Columbus, Ohio  
Address

Issued by authority of an Order of the Public Service Commission in Case No. 10111 dated July 18, 1989.

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

SCHEDULE SAS - SPECIAL AGENCY SERVICE (Continued)

VOLUMES AND PRICE (Continued)

received by Columbia. Columbia will then use its best efforts to purchase such quantities of gas as agent for Customer, and Customer must take and pay for all volumes so delivered. In addition to the price charged for such volumes, an Agency Fee will be charged on all such delivered volumes. Columbia will attempt to maximize the contributions of the Agency Fee to other customers. When necessary, Columbia may vary this fee to effectively compete with any alternate energy source, provided that, on an annual basis:

- (1) the revenues collected from the agency service will cover the cost of the program and make a contribution to Columbia's fixed costs; and
- (2) revenues received from each agency customer, including transportation charges, will be sufficient to recover Columbia's marginal cost, i.e., the cost of the most expensive agency gas.

The minimum agency fee will be five cents (\$.05) per Mcf. The Agency Fee will be credited to customers through Columbia's Semi-Annual Gas Adjustment. Customer shall also be liable for all state and local taxes levied as a result of transactions hereunder.

Columbia shall not be liable for losses or damages resulting from any failure by Columbia to purchase volumes nominated by Customer under this program.

BILLING AND PAYMENT

Columbia will bill Customer for all quantities of gas purchased under this program, and Customer will pay Columbia for such quantities within ten (10) days of the billing date. A delayed payment charge of one and one-half percent (1-1/2%) per month shall accrue on the unpaid portion from the due date of payment.

TRANSPORTATION TERMS AND CONDITIONS

Transportation of all volumes purchased under this program is subject to the charges, terms and conditions set forth or incorporated in Rate Schedule DS - Delivery Schedule.

(T) Change in Text

PUBLIC SERVICE COMMISSION  
OF KENTUCKY

EFFECTIVE

JUL 18 1989

PURSUANT TO KRS 5:011,  
SECTION 9(1),

DATE OF ISSUE: August 1, 1989

DATE EFFECTIVE: July 18, 1989

Issued by: A. P. Bowman  
Name of Officer

Vice President  
Title

Columbus, Ohio  
Address

Issued by authority of an Order of the Public Service Commission  
in Case No. 10111 dated July 18, 1989.

C 9-93

COLUMBIA GAS OF KENTUCKY, INC.

CANCELLATION OF TARIFF SHEETS

P.S.C. KY. NO. 4

EFFECTIVE OCTOBER 27, 1987,

ORIGINAL SHEET NO. 8 AND ORIGINAL SHEET NO. 9

ARE HEREBY CANCELLED.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 01 1987

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

BY: *George L. Lyle*  
PUBLIC SERVICE COMMISSION MANAGER

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

LOCAL FRANCHISE FEE OR TAX  
 APPLICABLE TO ALL RATE SCHEDULES

LOCAL FRANCHISE FEE OR TAX

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 other similar fee or tax now or hereafter agreed to or imposed upon the Company by 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 the 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 charges or taxes applicable to each customer shall be added to the customer's bill as separately identified items.

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	2%
City of Irvine - Kentucky	2%
City of Ravenna - Kentucky	2%
City of Winchester - Kentucky	2%

T  
T

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

DEC 14 1987

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

BY: *George L. Lyle*  
 PUBLIC SERVICE COMMISSION MANAGER

(T) Change in Text

DATE OF ISSUE: December 14, 1987

DATE EFFECTIVE: December 14, 1987

Issued by: *Alan P. Bowman* Vice President Columbus, Ohio  
 Name of Officer Title Address

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

Sheets 11 through 17 have not been issued but have been revised for future use.

CHECKED  
Energy Regulatory Commission  
NOV 18 1980  
by B. Richmond  
RATES AND TARIFFS

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

RULES AND REGULATIONS  
RATE SCHEDULE GS

D

- I. Gas sold hereunder is made pursuant to Rules and Regulations for the Government of gas utilities which may be adopted by the Public Service Commission of Kentucky, and all amendments thereto and modifications thereof which may be made by said Commission.
- II. Before gas lines are laid in new subdivisions, the subdivider shall record a plot or plan of the subdivision in the County Court Clerk's Office of the county in which same is located and shall furnish a copy of said plot or plan, so recorded, to Columbia Gas of Kentucky, Inc. In the event it is required that plans for a proposed subdivision be submitted to and approved by a city, county or city-county planning and zoning commission, then such approval must be obtained before gas lines are laid in said subdivision.
- III. Where the Company's existing facilities are inadequate to serve an applicant for new or additional commercial or industrial load, the Company specifically reserves the right to defer service until such time as its facilities can be made adequate.



(D) Discontinued Rate Schedule

DATE OF ISSUE: May 21, 1979

DATE EFFECTIVE: With Gas  
Supplied On and After  
April 23, 1979

Issued by: B. E. Whentz Vice President  
Name of Officer Title

Columbus, Ohio  
City

Issued to comply with an Order of the Energy Regulatory Commission of Kentucky dated April 23, 1979 at Case No. 7273.

C9-93



**RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)**

IV. **Reconnection of Service.** If service is discontinued at the request of any customer, the Company may refuse service to such customer, at the same premises within eight (8) months, unless it shall first receive payment of twenty-four dollars (\$24.00) reconnect charge.

V. **Reconnection of Service.** A reconnect charge of fifteen dollars (\$15.00) will be made by the Company when service has been disconnected for nonpayment of bills or for violation of the Company's Rules and Regulations and the customer has qualified for and requested the service to be reconnected. Customers exempt from the reconnect charge must qualify under the **Winter Hardship Reconnection Rules**, as stated:

- (1) During the months from November through March, the customer or customer's agent:
  - (a) Presents a certificate of need from the Cabinet for Human Resources, State Department for Social Insurance, including a certification that a referral for weatherization services has been made in accordance with subsection (3) of this section;
  - (b) Pays one-third (1/3) of the outstanding bill or \$200, whichever is less; and
  - (c) Agrees to a repayment schedule which would permit the customer to become current in the payment of customer's bill as soon as possible but no later than October 15. However, if, at the time of application for reconnection, the customer has an outstanding bill in excess of \$600 and agrees to a repayment plan that would pay current charges and makes a good faith reduction in the outstanding bill consistent with customers ability to pay, then such plan shall be accepted. In addition to payment of current charges, repayment schedules shall provide an option to the customer to select at least one (1) payment of arrearages per month.
  - (d) The Company shall not require a new deposit from a customer whose service is reconnected due to paragraphs (a), (b), or (c) of this subsection.
- (2) Certificate of need for reconnection. Federal and statewide energy assistance programs are administered by the Kentucky Cabinet for Human Resources, Department for Social Insurance. A customer who is eligible for energy assistance under the department's guidelines or is certified as household with gross income at or below 130 percent of the poverty level, may obtain a certificate of need from the department to be used in obtaining a service reconnection from the utility.

(N) New

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE: April 24, 1992

MAY 25 1992  
DATE EFFECTIVE: May 25, 1992

Issued by:

Alan P. Bassman  
Name of Officer Vice President  
Title

PURSUANT TO KY KAR 5:011,  
Columbus, Ohio  
Address  
SECTION 9 (1)

BY: Sharon Hella  
PUBLIC SERVICE COMMISSION MANAGER

C9-93

**RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)**

**V. Reconnection of Service (continued)**

- (3) Weatherization program. Customers obtaining a certificate of need under this regulation shall agree to accept referral to and utilize weatherization services which are administered by the Cabinet for Human Resources. The provision and acceptance of weatherization services is contingent on the availability of funds and other program guidelines. Weatherization services include, but are not limited to, weather stripping, insulation and caulking.
- (4) Customers who are current in their payment plans under subsection 1(c) of this section shall not be disconnected.

**VI.** When a customer requests gas service from a high-pressure pipeline, the Company will furnish and install all taps, regulating equipment and meters at no cost to the customer except as follows with respect to pressure regulators:

- 1. If the line from which the customer is to be served is operated at a pressure not exceeding 60 psig, the Company will furnish the necessary service regulator at no cost to the customer.
- 2. If the line from which the customer is to be served is operated at a pressure in excess of 60 psig but not in excess of 200 psig, which will necessitate one high-pressure regulator in addition to the service regulator, the customer will be required to make a payment of \$100 to cover the cost, installed, of the high-pressure regulator.

(N) New

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY**  
EFFECTIVE

DATE OF ISSUE: April 24, 1992

Issued by: Robert P. Bowman Vice President  
Name of Officer Title

**MAY 25 1992**

DATE EFFECTIVE: May 25, 1992

PURSUANT TO 807 KAR 5:011,  
Columbus, Ohio  
SECTION 9.7.1  
Address

BY: Chas. J. Miller  
PUBLIC SERVICE COMMISSION MANAGER

C-9-93

COLUMBIA GAS OF KENTUCKY, INC.

RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)

VI. (Continued)

- 3. If the line from which the customer is to be served is operated at a pressure in excess of 200 psig which will necessitate two highpressure regulators in addition to the service regulator, the customer will be required to make a payment of \$200 to cover the cost, installed, of the high-pressure regulators.

The Company will make all necessary installations including the tap, meter and regulator or regulators at no cost to the customer except as specified above.

- VII. Neither the Company nor the customer shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes or 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.

- VIII. Bills will be rendered and be payable once each month. The Company may read any meter once each month, but ordinarily it will read meters of the General Service Rate Schedule customers once each two months. As to any customer whose

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

FEB 1 1989

PURSUANT TO 207 KAR 5:011,  
SECTION 9(1)

BY: Sharon A. Lee  
PUBLIC SERVICE COMMISSION MANAGER

(D) Discontinued

DATE OF ISSUE: December 20, 1988

DATE EFFECTIVE: February 1, 1989

Issued by:	A. P. Bowman	Vice President	Columbus, Ohio
	Name of Officer	Title	Address
	Issued by authority of an Order of the Public Service Commission		
	in Case No. 10127 dated November 10, 1988.		

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)

VIII. (Continued)

meter is read once each two months, the consumption for the first month of each bimonthly meter reading period shall be determined by calculation on the basis of the customer's previous usage--considering factors such as variations in weather, number of days in the period, the trend in seasonal usage, etc., in order to provide as nearly accurate a bill as possible without actually reading the meter. The customer's consumption for the second month of each bimonthly meter reading period shall be determined by actual measurement taken from the customer's meter, subtracting therefrom the calculated consumption for the first month of the bimonthly meter reading period. The bill for each month shall be the result of applying to the consumption, determined as aforesaid, the applicable rates and charges contained in this tariff.

The Company shall monitor each customer's usage in order to detect unusual deviations in individual customer consumption. Prior to the billing of each account, the Company will compare the customer's current consumption with the prior year's usage. Should an unusual deviation in the customer's consumption be found, the Company shall make a reasonable attempt to determine the reasons for the unusual deviation. If such a deviation is found and the cause of the deviation cannot be determined, a test of the customer's meter shall be made, and if the meter registers more than two (2) percent incorrectly, the utility shall recalculate the customer's bills and adjust the account on the basis of the test.

(T)

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

NOV 27 1985

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

BY: J. Deoghagan

(T) Change in Text

DATE OF ISSUE: November 7, 1985

DATE EFFECTIVE:

November 27, 1985

Issued by:

Alan P. Bowman

Vice President

Name of Officer

Title

Columbus, Ohio

Address

C 9-93

COLUMBIA GAS OF KENTUCKY, INC.

RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)

IX. If, in the Company's judgement, it is necessary to limit the sale of natural gas for the protection of monthly and seasonal volumes in order to supply market requirements based on gas supply available, the Company shall curtail or discontinue in whole or in part gas service to its industrial and commercial customers in the manner prescribed on Sheets 36 through 41 of this tariff. In so curtailing or discontinuing service the Company shall curtail monthly and seasonal volumes to such customers by ordering curtailment of deliveries to such customers by giving notice to each such customer of the percentage curtailment for each priority applicable to Buyer as described in said sheets of this tariff. Such curtailment shall be ordered as to the affected commercial and industrial customers, whether served under these or any other rate schedules.

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

X. The Company shall make a test of any meter upon written request of any customer provided such request is not made more frequently than once each twelve months or the meter is not scheduled for a periodic test. The customer shall advance an amount based on meter capacity as follows: 500 cu. ft. per hour and under @ \$10.00, over 500 cu. ft. per hour @ \$20.00, and 1,500 cu. ft. per hour @ \$30.00. If such tests show the meter to be more than 2% fast or slow, the amount advanced shall be refunded to the customer and adjustments made pursuant to Commission's General Rule IX for "Bill Adjustment". If the meter is found not to be more than 2% fast or slow, the amount advanced by the customer shall be retained by the Company.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 03 1983

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

BY: Caryn Lee

(I) Increase

DATE OF ISSUE: July 27, 1983

DATE EFFECTIVE: With Gas Supplied On  
and After July 3, 1983

Issued by: C. E. Mearns Vice President Columbus, Ohio  
Name of Officer Title Address

Issued to comply with an Order of the Public Service Commission of Kentucky dated July 5, 1983, at Case No. 8738.

C-9-93

COLUMBIA GAS OF KENTUCKY, INC.

RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)

XI. The Company will extend its distribution mains without cost up to but not more than a distance of one hundred (100) feet for each prospective domestic customer who agrees to utilize gas as the major source of energy.

XII. When the Company initiates service to a new residential or commercial customer, the Company will install, own, operate and maintain the service line at the premises of residential and commercial customers, if such premises are not connected to a Company main by a service line. With respect to residential and commercial customers that occupy premises already connected to a Company main by a service line, the Company shall be responsible for operating and maintaining the customer service line, and when the Company determines that replacement of such customer service lines is necessary the Company shall be responsible for installing the service line, and shall thereafter own the service line. If it becomes necessary for the Company to replace a service line, the Company shall use its best efforts to replace the line, during normal working hours and as soon as practical, after the Company is made aware of the need for the replacement of the service line.

Any customer accepting gas service under this section shall be deemed to have granted the Company an easement across his property for such service. No service line shall be installed across private property other than the premises of the building to be supplied with gas, except after special investigation and approval by the Company.

When the length of the service pipe required between the property line and the meter is 100 feet or less, the Company will assess no charge for the service pipe installation.

When the length of required service pipe exceeds the 100 feet, the Company may require the applicant to contribute toward the cost of the service line installation an amount equal to the estimated cost per foot for each lineal foot of service line beyond the 100 feet. Contributions by customers toward the Company's cost of furnishing and installing service lines in accordance with this section are non-refundable.

(N) New

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
FEB 1 1989  
PURSUANT TO 207 KAR 5:0-1,  
SECTION 9(1)  
BY: *George S. Miller*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: December 20, 1988

DATE EFFECTIVE: February 1, 1989

Issued by: A. P. Bowman Vice President Columbus, Ohio  
Name of Officer Title Address  
Issued by authority of an Order of the Public Service Commission  
in Case No. 10127 dated November 10, 1988.

C9-93

**RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)**

XII. (Continued)

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

XIII. **Deposits.** The Company may require from any customer a minimum cash deposit or other guaranty to secure payment of bills, except from those customers qualifying for service reconnection under the Winter Hardship Reconnection Rules, as stated on Sheet Numbers 19 - 19A of this tariff. Service may be refused or discontinued for failure to pay the requested deposit.

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

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

- 1) New business
- 2) Previous service with Bad Debt Account
- 3) Transient or seasonal employment
- 4) Off due to non-pay
- 5) Renting, Short-term employment
- 6) Unemployed and no regular income
- 7) Student, or
- 8) Unable or unwilling to provide identification.

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

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

(C) Change in Regulation

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE: April 24, 1992

DATE EFFECTIVE: MAY 25, 1992

Issued by: Alan P. Bassman  
Name of Officer Vice President  
Title

Columbus, Ohio  
Address

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

RY: Sharon Haller

C9-93

**RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)**

XIII. **Deposits (Continued)**

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

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

XIV. If a customer's check tendered in payment of a bill for service is returned by a bank as unpaid, the customer will be charged a fee of five dollars (\$5.00) to cover the cost of further processing of the account.

(C) Change in Regulation

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE: April 24, 1992

MAY 25 1992  
DATE EFFECTIVE: May 25, 1992

Issued by: Alan P. Bauman  
Name of Officer Vice President Title

Columbus, Ohio  
Address PURSUANT TO 807 KAR 5:011.  
SECTION 9 (1)

BY: Shirley Helle  
PUBLIC SERVICE COMMISSION MANAGER

C9-93



COLUMBIA GAS OF KENTUCKY, INC.

RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)

XV. Budget Plan

a. Twelve Month Equal Payment Plan

At the request of any qualified residential customer who uses gas as the primary source of space heating, monthly budget payments for such customers shall be made as follows:

Monthly budget payments shall be based on an amount equivalent to 1/12 of the customer's estimated annual gas utility service bill and such payments shall commence with bills payable during the month of August.

The last payment under this budget plan will end with the June payments. Payments due in July will be for the difference between the amount applicable to actual gas consumed during the twelve month period and the amount actually paid during the eleven months of August through June of each year.

If during the billing months of May or June, the account balance of any customer is less than the monthly budget payment, then such customer shall pay the account balance instead of the monthly budget payment. If during the billing months of May, June or July, a customer's account balance reflects a credit, that amount shall be refunded upon request.

The monthly budget payment, which shall be based on the estimated annual gas utility service bill of the customer, shall not be construed by the customer as a guaranty of assurance that the total actual charges will not exceed such estimate. The Company may, at any time, submit a revised estimate to the customer whenever, in the Company's judgment, such revision is deemed advisable. (Budgets will be reviewed and recalculated at least twice a year.)

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

FEB 1 1989

PURSUANT TO 207 KAR 5:011,  
SECTION 9(1)

BY: James K. Hill  
PUBLIC SERVICE COMMISSION MANAGER

(C) Change

DATE OF ISSUE: December 20, 1988

DATE EFFECTIVE: February 1, 1989

Issued by: A. P. Bowman Vice President Columbus, Ohio  
Name of Officer Title Address  
Issued by authority of an Order of the Public Service Commission  
in Case No. 10127 dated November 10, 1988.

C9-92

**RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)**

XV. Budget Plan (Continued)

a. Twelve Month Equal Payment Plan (Continued)

The billing, under this budget plan of payment, is for the convenience of the customer. Bills will be rendered at the regular billing dates and will show the amount budget customers are to pay. The bill will also show the actual gas used and the amount calculated at the applicable rate contained in the Company's tariff. In addition, such bills will show the balance of the customer's account.

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

1. Discontinuance of service at customer's request;
2. Discontinuance of this budget plan at the customer's request; or
3. If customer fails to pay bills as rendered under the budget payment plan, the company reserves the right to revoke the plan, restore the customer to regular billing and require immediate payment of any deficiency.

b. Off Season Equal Payment Plan

At the request of any qualified residential customer who uses gas as the primary source for space heating, an equal payment plan may be made for the number of months remaining in the budget year, which shall be defined as August through July. The Off Season Equal Payment amount will be determined as follows:

1. Total gas consumption for the same months involved during the previous year will be determined.
2. The total gas consumption determined will be adjusted to normal weather.
3. The total gas consumption is then divided into equal Mcf over the remaining months in the extended period.

(T) Change in Text

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE: April 24, 1992

DATE EFFECTIVE: May 25, 1992  
MAY 25 1992

Issued by:

Alan P. Bowman  
Name of Officer Vice President  
Title

Columbus, Ohio

Address

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

BY:

Shirley J. Miller

C9-93

RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)

b. Off Season Equal Payment Plan (cont.)

4. The equal Mcf is multiplied by the current rate in effect to obtain a monthly amount.
5. The equal monthly amount is multiplied by the total months in the extended payment period to obtain the total estimated amount due during the extended payment period.
6. Existing arrearage, if any, will be added to the total estimated amount due in the extended payment period to obtain the total amount due.
7. The total amount due is then divided into equal payments over the remaining months in the extended payment period. If such equal payment should not divide into an even dollar amount, such equal payments are increased to the next even dollar amount.
8. If existing arrearage is present at the time of application, the first month's budget payment amount shall be paid at the time the customer's request to participate in the plan is granted.

The last payment under this off season budget plan will end with the June payments. Payments due in July will be for the difference between the amount applicable to actual gas consumed plus any arrearage during the extended payment period and the amount actually paid during the extended payment period.

If during the billing months of May or June, the customer's account balance is less than the monthly budget payment, then such customer shall pay the account balance instead of the monthly budget payment. If during the billing months of May, June or July, a customer's account balance reflects a credit, that amount shall be refunded upon request.

**CHECKED**  
 Utility Regulatory Commission  
 JUL 29 1980  
 by Shepherd  
 RATES AND TARIFFS

(N) New

DATE OF ISSUE: July 3, 1980

DATE EFFECTIVE: June 20, 1980

Issued by:

*E. Mentz*

Vice President

Columbus, Ohio

Name of Officer

Title

Address

Issued to comply with an Order of the Energy Regulatory Commission of Kentucky dated June 20, 1980, at Case No. 7756.

29-93

**RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)**

XV. Budget Plan (Continued)

b. Off Season Equal Payment Plan (Continued)

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

1. Discontinuance of service at customer's request;
2. Discontinuance of this budget plan at the customer's request; or
3. If customer fails to pay bills as rendered under the budget payment plan, the company reserves the right to revoke the plan, restore the customer to regular billing and require immediate payment of any deficiency.

XVI. Standard Pressure

The Company, in accordance with 807 KAR 5:021, Section 16: Standard Pressure, adopts nine (9) inches water column as its standard pressure as measured at the outlet of the customer's meter.

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

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

(T) Change in Text

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE: April 24, 1992

DATE EFFECTIVE: MAY 25, 1992

Issued by:

Name of Officer

*Alan P. Bowman*

Vice President  
Title

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY:

Columbus, Ohio  
Address

SECTION 9 (1)

*Howard Miller*

C9-93

**RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)**

**XVII. Customer Bill Format**

**1** → PAY THIS AMOUNT  
PAST DUE AFTER

**2** → **COLUMBIA GAS**  
of Kentucky

**3** → COMPANY OFFICE HOURS  
MON-FRI

**4** → RESIDENTIAL

**5** → GAS USAGE (METER NO.)  
TO -- CALCULATED 4271  
FROM -- ACTUAL READING 4246  
TOTAL USED ( DAYS SERVICE) 2.5 MCF  
NEXT READING DATE:

**6** → BUDGET INFORMATION  
MONTHLY BUDGET XX BUDGET ARREARS XX TOTAL XX

**7** → MESSAGES

**8** → THANKS FOR YOUR PAYMENT. WE APPRECIATE YOUR PROMPTNESS.

**9** → (SEE BACK OF BILL FOR MORE INFORMATION AND EXPLANATION OF CODES)

**10** → CAR RT PRESORT  
JOHN Q. PUBLIC  
1000 MAIN ST.  
ANYTOMN, KY XXXXX

**11** → NAME AND SERVICE ADDRESS  
JOHN Q. PUBLIC  
1000 MAIN ST.  
ANYTOMN, KY XXXXX

**12** → CUSTOMER ACCOUNT NUMBER  
XXXXXXXX XXX Y

**13** → PAST DUE AFTER PAY THIS AMOUNT CODE

**14** → ACCOUNT SUMMARY  
PREVIOUS BALANCE  
PAYMENTS RECEIVED  
BALANCE AT BILLING  
CURRENT BILLING  
CUSTOMER CHARGE  
RATE INCREASE  
FOR SCHOOL TAX  
PRESENT BALANCE

**15** → (SEE BACK OF BILL FOR MORE INFORMATION AND EXPLANATION OF CODES)

Explanation of customer bill on Sheet Numbers 29 and 30 of this tariff.

(C) Change in Regulation

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE: May 25, 1992  
Issued by: \_\_\_\_\_

Name of Officer

Vice President

Title

DATE EFFECTIVE: May 25, 1992  
Columbus, Ohio

Address

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

BY: \_\_\_\_\_

C9-93

**RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)**

XVII. **Customer Bill Format (Continued)**

**Explanation of Customer Bill.**

- ① **Bill Stub**—containing the amount due and due date. If you pay by mail, please tear off this portion of your bill, insert it in the envelope with our address showing on the outside and return it with your payment. If you pay in person, please bring the entire bill with you.
- ② **Columbia Gas Information**—for your convenience in contacting us, this is our phone number, address and office hours.
- ③ **Rate**—indicates the service classification which identifies the gas rate used to calculate your current charges. Rates and explanations are available at our offices upon request.

**Gas Usage**

- ④ **Meter Number**—identifies the number of your individual meter.
- ⑤ **Meter Readings**—shows the previous and present meter readings on which your bill is based, the reading dates and whether your meter reading was read or calculated. (Meters are read every other month as a cost-saving measure.)
- ⑥ **Gas Used**—the difference between the meter readings equals the amount of gas you used between the dates, shown in tenths of an MCF. (1 MCF = 1000 cubic feet of gas.)
- ⑦ **Next Reading**—this section shows the date of the next scheduled reading.

**Budget Information**

- ⑧ **Budget Information**—the amount of your monthly budget, if you're on the Budget Payment Plan, together with unpaid budget amounts, if any.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

(C) Change in Regulation

DATE OF ISSUE: April 27, 1992  
Issued by:

*Alan P. Bowman*  
Name of Officer

Vice President  
Title

DATE EFFECTIVE: May 25, 1992  
Columbus, Ohio  
Address

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

BY: *Sharon Keller*  
PUBLIC SERVICE COMMISSION MANAGER

C 9-93

**RULES AND REGULATIONS  
RATE SCHEDULE GS  
(Continued)**

XVII.

**Customer Bill Format (Continued)**

**Explanation of Customer Bill (Continued).**

- ⑨ **Message Area**—includes any explanations of charges and adjustments to your bill, as well as any other items of interest and concern.
- ⑩ **Mailing Address**—the name and address of the person responsible for payment of the bill.
- ⑪ **Service Address**—the address where you receive our service.
- ⑫ **Customer Account Number**—identifies your account on our records. For more efficient service, please use it when you call or write us about your account.
- ⑬ **Due Date & Amount**—for your permanent records, the total of all current charges, adjustments and past due amounts, if applicable, shown on account summary and the date payment is due. BC under "CODE" indicates you are a budget customer.

**Account Summary**

- ⑭ **Account Summary**—an itemized record of your account, starting with your previous balance and ending with your present balance. The summary shows payments received, your balance at billing and amount of the current billing. The latter is based on the amount of gas used, the base rate schedule for your type of service, a monthly customer charge, adjustments reflecting changes in the cost of fuel purchased by Columbia and local franchise fees and taxes. The base rate is approved by the state regulatory agency.
- ⑮ **Back of Bill**—the back of your bill includes additional information about payment, including explanation of codes and other customer services.

(C) Change in Regulation

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE: April 24, 1992  
Issued by: Alan P. Bowman

Name of Officer

Vice President

Title

MAY 25 1992  
DATE EFFECTIVE: May 25, 1992  
Columbus, Ohio

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

BY: Sharon Deller  
PUBLIC SERVICE COMMISSION MANAGER

C 9-93

COLUMBIA GAS OF KENTUCKY, INC.

Sheets <sup>30</sup>28 through 32 have not been issued but  
have been reserved for future use.

CHECKED  
Utility Regulatory Commission  
JUL 29 1980  
by *B. Richmond*  
RATES AND TARIFFS

C9-93



COLUMBIA GAS OF KENTUCKY, INC.

**GENERAL STATEMENT OF TERRITORY SERVED  
BY COLUMBIA GAS OF KENTUCKY, INC.**

Applicable to All Rate Schedules

The service area of the Company includes the following communities:

Ashland, Bellefonte, Catlettsburg, Cynthiana, Flatwoods, Foster, Frankfort, Fullerton, Georgetown, Germantown, Greenup, Hindman, Inez, Irvine, Lexington, Louisa, Maysville, Midway, Mt. Sterling, Paris, Raceland, Ravenna, Russell, South Williamson, Versailles, Warfield, Washington, Winchester, Worthington, and rural communities and areas served by the Company in Bath, Bourbon, Boyd, Bracken, Carter, Clark, Clay, Estill, Fayette, Floyd, Franklin, Greenup, Harrison, Jessamine, Johnson, Knott, Lawrence, Letcher, Lee, Lewis, Madison, Magoffin, Martin, Mason, Menifee, Montgomery, Morgan, Nicholas, Owsley, Pendleton, Perry, Pike, Robertson, Scott, and Woodford Counties, Kentucky.

Rate Schedules FI, IS, and IUS

Throughout the entire territory served by the Seller as shown above.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

OCT 1 1992

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

BY: George Salter  
PUBLIC SERVICE COMMISSION MANAGER

(T) Change in Text

DATE OF ISSUE: October 22, 1992

DATE EFFECTIVE: October 1, 1992

Issued by: Alan P. Bowman Vice President Columbus, Ohio  
Name of Officer Title Address

C 9-93

COLUMBIA GAS OF KENTUCKY, INC.

CANCELLATION OF TARIFF SHEET

P.S.C. KY. NO. 4

EFFECTIVE OCTOBER 27, 1987,

SIXTH REVISED SHEET NO. 34

IS HEREBY CANCELLED.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 01 1987

PURSUANT TO KYR 5:011,  
SECTION 9 (1)

BY: George L. Hill  
PUBLIC SERVICE COMMISSION MANAGER

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

CANCELLATION OF TARIFF SHEET  
P.S.C. Ky. No. 4

Effective June 5, 1978, Original And Temporary  
Sheet No. 35 is hereby cancelled.

CHECKED  
Energy Regulatory Commission  
JUL 13 1979  
by B. Richmond  
ENGINEERING DIVISION

*C E Murch*

*C9-93*

COLUMBIA GAS OF KENTUCKY, INC.

TEMPORARY VOLUMETRIC LIMITATIONS AND  
CURTAILMENT PROVISIONS RELATING TO  
ALL RATE SCHEDULES

VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS (T)

1. Definitions

A. Maximum Monthly Volumes

A statement showing Maximum Monthly Volumes applicable to commercial and industrial customers (Buyer) will be furnished each customer. Commercial and industrial customers hereunder are those having a monthly consumption of 1,000 Mcf or more in any one month subsequent to the billing month of October, 1971, excluding commercial service for buildings where people reside on either a permanent or temporary basis. The Maximum Monthly Volume represents the maximum volume of gas that Columbia Gas of Kentucky, Inc. (Seller) is obligated to deliver to Buyer in any month.

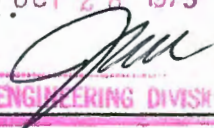
B. Authorized Monthly Volume

When Buyer's Maximum Monthly Volume is reduced as a result of the provisions of Section 2 hereof, the reduced volume shall thereafter constitute Buyer's Authorized Monthly Volume and shall continue as Buyer's Authorized Monthly Volume until changed by notice from Seller.

C. Maximum Seasonal Volumes shall mean: (i) for the winter season, the total Authorized Monthly Volumes for the billing months of November through March, and (ii) for the summer season, the total Authorized Monthly Volumes for the billing months of April through October. Buyer shall be billed and shall pay for all volumes taken hereunder in excess of Buyer's Authorized Monthly Volume at the applicable rate therefore, together with any applicable charges pursuant to Section 3 herein.

D. Human Needs shall mean customers whose facilities are used for residential dwellings on either a permanent or temporary basis (such as, but not limited to, apartment buildings, correctional institutions, hospitals, nursing homes, hotels and motels). Those whose requirements can be met by installed alternate fuel facilities will be required to utilize such facilities prior to curtailing other loads in Priority 1.

(T) Change in Text

by   
ENGINEERING DIVISION  
OCT 28 1975

DATE OF ISSUE: October 20, 1975

DATE EFFECTIVE:  
October 1, 1975

Issued by: R. S. [Signature] Vice President Columbus, Ohio  
Name of Officer Title Address

Issued to comply with an Order of the Public Service Commission of Kentucky dated October 1, 1975, at Case No. 6274.

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

TEMPORARY VOLUMETRIC LIMITATIONS AND  
CURTAILMENT PROVISIONS RELATING TO  
ALL RATE SCHEDULES (Continued)

VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS (Continued) (T)

1. Definitions (Continued)

E. Alternate Fuel Capability shall mean a situation in which an alternate fuel could have been utilized, whether or not the facilities for such use have actually been installed.

2. Curtailment Provisions

A. Gas Supply  
Deficiency Curtailment

If, from time to time and in Seller's sole judgment, Seller's gas supply is not adequate to deliver its market requirements, including the Maximum Monthly Volumes of each Buyer, Seller shall order curtailment of deliveries to Buyers by giving notice to each Buyer of the percentage curtailment ordered for each priority applicable to Buyer as described herein. Such notice will be given as much in advance as possible.

Provided, however, the provisions hereof for curtailment shall in no way limit or restrict Seller from curtailing and interrupting daily deliveries as provided for in other provisions of this tariff.

Priorities of Curtailment

Seller may curtail or discontinue service in whole or in part monthly or seasonal volumes in accordance with the following priorities commencing with the highest numbered Priority and proceeding in ascending order, without incurring thereby any liability for any subsequent loss or damage which the customer may sustain by reason of such curtailment or discontinuance, in order to conserve the supply of gas for existing domestic uses and uses deemed to be necessary to the protection of public health and safety and to avoid undue hardship:

CHECKED  
PUBLIC SERVICE COMMISSION  
OCT 28 1975  
by *[Signature]*  
ENGINEERING DIVISION

(T) Change in Text

DATE OF ISSUE: October 20, 1975

DATE EFFECTIVE:  
October 1, 1975

Issued by: *E. S. Mentch* Vice President Columbus, Ohio  
Name of Officer Title Address

Issued to comply with an Order of the Public Service Commission of Kentucky dated October 1, 1975, at Case No. 6274.

C-9-93

COLUMBIA GAS OF KENTUCKY, INC.

TEMPORARY VOLUMETRIC LIMITATIONS AND  
CURTAILMENT PROVISIONS RELATING TO ALL  
RATE SCHEDULES (Continued)

VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS (Continued) (T)

2. Curtailment Provisions (Continued)

A. Gas Supply Deficiency Curtailment (Continued)

PHASE I PRIORITIES OF SERVICE

(Effective November, 1975 through October, 1976)

Priority 1: Residential loads and "human needs" as herein defined.

Priority 2: Remaining commercial loads not previously curtailed in Priority 4.

Priority 3: Remaining industrial loads not curtailed in Priorities 4 and 5.

Priority 4: After 100% curtailment of all loads in Priority 5, all commercial and industrial loads of 1,000 Mcf and larger in any month will be curtailed on a pro rata basis, except that curtailment of commercial loads will not exceed 40% during the winter period November through March and 15% during the remaining months.

Priority 5: All industrial boiler fuel loads of 1,000 Mcf or more in any month shall be curtailed up to 100% prior to curtailment of loads in Priority 4.

PHASE II PRIORITIES OF SERVICE

(Effective commencing November, 1976)

Priority 1: Residential loads and "human needs" as herein defined.

Priority 2: Remaining commercial loads not previously curtailed in Priority 4.

Priority 3: Remaining industrial loads not curtailed in Priorities 4, 5 and 6.

Priority 4: After 100% curtailment of all loads in Priorities 5 and 6, all commercial and industrial loads of 1,000 Mcf and larger in any month will be curtailed on a pro rata basis, except that curtailment of commercial loads will not exceed 40% during the winter period November through March and 15% during the remaining months.

CHECKED  
PUBLIC SERVICE COMMISSION  
OCT 23 1975  
by [Signature]  
ENGINEERING DIVISION

(T) Change in Text

DATE OF ISSUE: October 20, 1975

DATE EFFECTIVE:  
October 1, 1975

Issued by: [Signature] Vice President Columbus, Ohio  
Name of Officer Title Address

Issued to comply with an Order of the Public Service Commission of Kentucky dated October 1, 1975, at Case No. 6274.

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

TEMPORARY VOLUMETRIC LIMITATIONS AND  
CURTAILMENT PROVISIONS RELATING TO ALL  
RATE SCHEDULES (Continued)

VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS (Continued) (T)

2. Curtailment Provisions (Continued)

A. Gas Supply Deficiency Curtailment (Continued)

Priority 5: After 100% curtailment of all loads in Priority 6 and prior to curtailment of loads in Priority 4, all industrial loads of 1,000 Mcf and larger in any month having alternate fuel capability will be curtailed on a pro rata basis except where the Commission has granted an extension of time.

Priority 6: All industrial boiler fuel loads of 1,000 Mcf or more in any month shall be curtailed up to 100% prior to curtailment of loads in Priority 5.

B. Curtilment Resulting from Operating Conditions

If, due to necessity to make modifications, tests, replacements, or repairs (excluding repairs arising from the occurrence of a force majeure) to Seller's facilities, as determined in Seller's sole judgment or to the facilities of Seller's supplier of gas, the gas available for delivery by Seller is insufficient to meet all of Seller's authorized sales on any day, then Seller, upon providing as much notice as possible under all of the circumstances, shall order curtailment by Buyers to the extent required.

3. Penalty Provision for Takes in Excess of Authorized Monthly Volumes

A. Penalty for Excess Takes at the End of the Five-Month Period Ending with the March Billing Month

If, at the end of the five-month period ending with the March billing month, Buyer has exceeded the sum of its Authorized Monthly Volumes for such period, then Buyer shall pay a penalty computed at the rate of ten dollars (\$10.00) per Mcf for all volumes taken in excess of one hundred three percent (103%) of the sum of Buyer's Authorized Monthly Volumes. Provided, however, to the extent that a Buyer exceeds the sum of its Authorized Monthly Volumes for such period, the penalty shall not apply to the excess volumes authorized pursuant to the provision of Section 5 hereof.

(T) Change in Text

DATE OF ISSUE: October 20, 1975

CHECKED  
OCT 28 1975  
by [Signature]  
ENGINEERING DIVISION

DATE EFFECTIVE:  
October 1, 1975

Issued by: [Signature] Vice President Columbus, Ohio  
Name of Officer Title Address

Issued to comply with an Order of the Public Service Commission of Kentucky dated October 1, 1975, at Case No. 6274.

C 9-93

COLUMBIA GAS OF KENTUCKY, INC.

TEMPORARY VOLUMETRIC LIMITATIONS AND  
CURTAILMENT PROVISIONS RELATING TO ALL  
RATE SCHEDULES (Continued)

VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS (Continued) (T)

3. Penalty Provision for Takes in Excess of Authorized Monthly Volumes (Continued)

B. Penalty for Excess Takes at the End of the Seven-Month Period Ending with the October Billing Month

If, at the end of the seven-month period ending with each October billing month, Buyer has exceeded the sum of its Authorized Monthly Volumes for such period, then Buyer shall pay a penalty computed at the rate of \$10.00 per Mcf for all volumes taken in excess of one hundred and two percent (102%) of the sum of Buyer's Authorized Monthly Volumes. Provided, however, to the extent that a Buyer exceeds the sum of its Authorized Monthly Volumes for such period, the penalty shall not apply to the excess volumes authorized pursuant to the provision of Section 5 hereof.

4. Disposition of Penalties

As of December 31 of each year, Seller shall total all penalties then collected from all Buyers resulting from the provisions of Section 3 hereof applicable to the contract period of the same year. As of December 31 of each year, Seller shall also total the penalties paid to its supplier(s) for volumes taken in excess of the volumes authorized by supplier(s) for the contract period of the same year. Seller shall return to all Buyers penalties collected in excess of those penalties paid to Seller's supplier(s). The total amount of such penalties to be returned shall be divided by the total volume of sales to all Buyers during the contract period. The result of such computation shall represent the factor to be multiplied by each Buyer's total purchase volumes during such contract period to determine the amount to be returned to each Buyer as a credit on the invoice to Buyer for the January billing month. All references to "contract period" in this Section shall mean a twelve-month period ended October 31.

CHECKED  
PUBLIC SERVICE COMMISSION  
OCT 28 1975  
by [Signature]  
ENGINEERING DIVISION

(T) Change in Text

DATE OF ISSUE: October 20, 1975

DATE EFFECTIVE:  
October 1, 1975

Issued by: C. E. Munch Vice President Columbus, Ohio  
Name of Officer Title Address

Issued to comply with an Order of the Public Service Commission of Kentucky dated October 1, 1975, at Case No. 6274.

C9-93



COLUMBIA GAS OF KENTUCKY, INC.

TEMPORARY VOLUMETRIC LIMITATIONS AND  
CURTAILMENT PROVISIONS RELATING TO ALL  
RATE SCHEDULES (Continued)

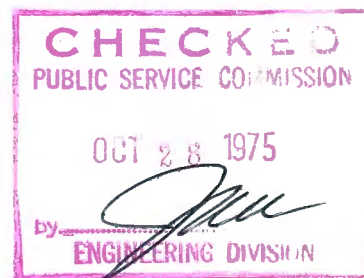
VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS (Continued) (T)

5. Availability of Excess Gas

If, in Seller's sole judgment, sufficient gas supply is available to permit deliveries in addition to the Maximum Monthly Volumes in any month, Seller will provide all Buyers with as much advance notice as possible of the amount of such additional gas anticipated to be available. Such gas shall be apportioned and offered by Seller to all Buyers on the basis of the total of Maximum Monthly Volumes for all Buyers for that month. Notwithstanding the provision of this Section 5, Seller shall not be obligated to deliver to Buyer in any month a quantity of gas in excess of the Maximum Monthly Volume.

6. Minimum Monthly Bill and Other Charges, Assessments and Penalties

The provisions of Sections 1 through 5 above shall not serve to reduce any charges, assessments or penalties otherwise payable or applicable under provisions of any Rate Schedule. Provided, however, that if Buyer is assessed penalties as the result of takes in excess of Buyer's reduced Maximum Monthly Volumes as provided for in Section 3 hereof, to the extent such reduced Maximum Monthly Volume results in the imposition of a minimum bill, such minimum bill shall be decreased by that portion of the volume of curtailment under Section 2 hereof for which Buyer was penalized, which is below the level of volumes necessary to meet minimum bill requirements time the applicable rate of such Rate Schedule.



(T) Change in Text

DATE OF ISSUE: October 20, 1975

DATE EFFECTIVE:  
October 1, 1975

Issued by: C. E. Murrish Vice President Columbus, Ohio  
Name of Officer Title Address

Issued to comply with an Order of the Public Service Commission of Kentucky dated October 1, 1975, at Case No. 6274.

C 9-93

CANCELLATION OF TARIFF SHEETS  
P.S.C. Ky. No. 4

Effective October 1, 1975, Original Sheet Nos. 42 through 48 and 50 and First Revised and Temporary Sheet No. 49 are hereby cancelled.



C 9-93

**CLASSIFICATION OF SERVICE  
RATE SCHEDULE GAS - RESIDENTIAL  
RATE SCHEDULE GAS - COMMERCIAL AND INDUSTRIAL**

APPLICABILITY

See Sheet 33 for Applicability.

AVAILABILITY OF SERVICE

See Sheets 34 through 41 for Temporary Availability Statement and Temporary Volumetric Limitations and Curtailment provisions.

Available for general residential, commercial and industrial service.

RATE AND MINIMUM MONTHLY CHARGE

The rate levels and minimum monthly charge applicable to service under this rate schedule are stated on the currently effective Sheet No. 3 of this tariff and are hereby incorporated into this rate schedule.

LATE PAYMENT PENALTIES OR DISCOUNTS

A late payment penalty of one and one-half percent (1-1/2%) may be assessed, only once on any bill for rendered services, if a customer fails to pay any bill of \$2,000 or more by the due date shown on the customer's bill. Any payment received will first be applied to the bill for service rendered. Additional penalty charges will not be assessed on unpaid penalty charges.

PURCHASED GAS ADJUSTMENT

Gas sold under this rate schedule and rates as prescribed herein are subject to a Purchased Gas Adjustment as stated on currently effective Sheet Nos. 80 through 83 of this tariff which are hereby incorporated into this rate schedule.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 1 1992

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

BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

(T) Change in Text

DATE OF ISSUE: July 24, 1992

DATE EFFECTIVE: July 1, 1992

Issued by:

Name of Officer

[Signature]  
Vice President  
Title

Columbus, Ohio

Address

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

CLASSIFICATION OF SERVICE  
RATE SCHEDULE GS - RESIDENTIAL  
RATE SCHEDULE GS - COMMERCIAL AND INDUSTRIAL

T

OTHER PROVISIONS

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

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 07 1986

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

BY: George A. Miller  
PUBLIC SERVICE COMMISSION MANAGER

(T) Change in Text

DATE OF ISSUE: September 18, 1987

DATE EFFECTIVE: December 7, 1986

Issued by:

Alan P. Bowman  
Name of Officer

Vice President  
Title

Columbus, Ohio  
Address

Issued by authority of an Order of the Public Service Commission  
in Case No. 9554 dated November 14, 1986.

C 9-93

**CLASSIFICATION OF SERVICE  
FIRM AND INTERRUPTIBLE GAS SERVICE  
RATE SCHEDULE FI**

APPLICABILITY

See Sheet 33 for Applicability.

AVAILABILITY OF SERVICE

See Sheets 36 through 41 for Temporary Volumetric Limitations and Curtailment provisions.

This rate schedule is available in the territory served by the Seller to any Buyer having Normal Annual Volume Requirements of at least 25,000 Mcf at any location when:

- (a) The Seller's existing facilities have sufficient supply to provide the quantities of gas requested by said Buyer, and
- (b) The Buyer executes a Sales Agreement for the purchase of:
  - (i) a specified Daily Firm Volume which shall not be less than 25% of the Buyer's Maximum Daily Volume requirements, and
  - (ii) a specified Daily Interruptible Volume, which shall be the difference, if any, between the Buyer's Maximum Daily Volume requirements and the specified Daily Firm Volume.
  - (iii) Buyer has installed alternate energy sufficient to replace interruptible natural gas during curtailment or interruption or Buyer has a signed statement acknowledging the fact that they are interruptible and are aware that Seller has no obligation to serve during times of interruption.

CHARACTER OF SERVICE

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

(N) New

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**OCT 10 1990**

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

BY: *Shane L. Hill*  
**PUBLIC SERVICE COMMISSION MANAGER**

DATE OF ISSUE: October 26, 1990

DATE EFFECTIVE: With Gas Supplied On and After October 10, 1990

Issued by:

*John W. Partridge, Jr.*  
Name of Officer

Vice President  
Title

Columbus, Ohio  
Address

*C 9-93*

COLUMBIA GAS OF KENTUCKY, INC.

RATE SCHEDULE FI  
(Continued)

CHARACTER OF SERVICE (Continued)

The Daily Interruptible Volume shall be on an interruptible basis only and the Seller shall have the right to interrupt deliveries of gas hereunder whenever and to the extent necessary in its sole judgment, to protect the maximum daily volume of delivery currently contracted for by Seller, as available from its supplier(s). The Seller shall give the Buyer as much advance notice as possible of interruption hereunder.

RATE

The rate levels applicable to service under this rate schedule are stated on the currently effective Sheet 4 of this tariff and are hereby incorporated into this rate schedule.

MINIMUM MONTHLY CHARGE

The Minimum Monthly Charge each billing month for gas delivered or the right of the Buyer to receive same shall be the sum of the customer charge plus the customer demand charges.

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

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

(T) Change in Text

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

OCT 06 1989

PURSUANT TO 807 KAR 5:011,

DATE OF ISSUE: October 20, 1989

DATE EFFECTIVE: With Gas Supplied On And

BY: *[Signature]* After October 6, 1989

Issued by:

*Alan P. Bowman*  
Name of Officer

Vice President  
Title

20110 SERVICE COMMISSION MANAGER  
Columbus, Ohio  
Address

Issued by authority of an Amended Order of the Public Service Commission in Case No. 10498 dated October 17, 1989.

C-9-93

COLUMBIA GAS OF KENTUCKY, INC.

RATE SCHEDULE FI  
(Continued)

PENALTY CHARGE FOR FAILURE TO INTERRUPT

On any day when the Buyer has been given timely notice by the Seller to interrupt, any quantity of gas taken in excess of the quantity specified to be made available on that day shall be subject to a charge of ten dollars (\$10) per Mcf for all volumes taken in excess of one hundred three percent (103%) of the volumes specified to be made available on such day by Seller. The penalty charge for failure to interrupt shall be in addition to the charges specified in this Rate Schedule. Buyer shall be liable for any personal injury or damage to the property of Seller or third parties which results from Buyer's failure to interrupt, and Buyer will indemnify and hold Seller harmless with respect to such injuries or damages.

PAYMENT FOR UNAUTHORIZED TAKES

Gas taken on any day in excess of one hundred three percent (103%) of the specified Maximum Daily Volume set forth in the Sales Agreement shall constitute unauthorized takes unless prior approval for an additional volume has been granted by Seller. The sum of all such unauthorized takes in a billing month shall be billed at the rate of ten dollars (\$10) per Mcf for gas so taken. Payment for such unauthorized takes shall be in addition to the charges specified in this Rate Schedule. Buyer shall be liable for any personal injury or damage to the property of Seller or third parties which results from Buyer's unauthorized takes, and Buyer will indemnify and hold Seller harmless with respect to such injuries or damages. The Seller reserves the right, for good cause shown, to waive the penalty payment of ten dollars (\$10) per Mcf for unauthorized takes. Should Buyer wish to take gas in excess of its authorized Maximum Daily Volume and avoid penalty payment, Buyer should request permission for a specified volume from Seller at least 18 hours in advance.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 07 1986

PURSUANT TO 80 KAR 5:011,  
SECTION 9 (1)

BY: J. Seeghegan

(T) Change in Text

DATE OF ISSUE: December 8, 1986

DATE EFFECTIVE: With Gas Supplied On and after December 7, 1986

Issued by <u>Alan P. Bowman</u>	Vice President	Columbus, Ohio
Name of Officer	Title	Address

Issued by authority of an Order of the Public Service Commission in Case No. 9554 dated November 14, 1986.

C9-9-7

COLUMBIA GAS OF KENTUCKY, INC.

RATE SCHEDULE FI  
(Continued)

AVAILABILITY OF EXCESS GAS

The availability of, and the rates for, excess gas under this rate schedule are stated on the currently effective Sheet 4 of this tariff and are hereby incorporated into this rate schedule.

PURCHASED GAS ADJUSTMENT

Gas sold under this rate schedule and rates as prescribed herein are subject to a Purchased Gas Adjustment as stated on currently effective Sheet Nos. 80 through 83 of this tariff which are hereby incorporated into this rate schedule.

RE-ENTRY FEE

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

MEASUREMENT BASE

Refer to Section 2 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

All the General Terms and Conditions are applicable to this rate schedule and are hereby made a part hereof.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

NOV 18 1987

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

BY: Sharon L. Miller  
PUBLIC SERVICE COMMISSION MANAGER

(T) Change in Text

DATE OF ISSUE: June 29, 1987

DATE EFFECTIVE: November 18, 1987

Issued by:	<u>A. P. Bowman</u>	<u>Vice President</u>	<u>Columbus, Ohio</u>
	<u>Name of Officer</u>	<u>Title</u>	<u>Address</u>

Issued by authority of an Order of the Public Service Commission in Administrative Case No. 297 dated May 29, 1987.

C9-93



COLUMBIA GAS OF KENTUCKY, INC.

CANCELLATION OF TARIFF SHEET

P.S.C. KY. NO. 4

EFFECTIVE DECEMBER 7, 1986,

ORIGINAL SHEET NOS. 60, 64, 65, 70 and 71,  
FIRST REVISED SHEET NOS. 61, 62, 66, 67 and 69,  
AND SECOND REVISED SHEET NOS. 63 and 68

ARE HEREBY CANCELLED.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 07 1986

PURSUANT TO 80/ KAR 5:011,  
SECTION 9 (1)

BY:

*J. Deoghegan*

09-93

COLUMBIA GAS OF KENTUCKY, INC.

**CLASSIFICATION OF SERVICE  
INTERRUPTIBLE GAS SERVICE  
RATE SCHEDULE IS**

APPLICABILITY

See Sheet No. 33 for Applicability.

AVAILABILITY OF SERVICE

See Sheet Nos. 36 through 41 for Temporary Volumetric Limitations and Curtailment provisions.

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

- (a) The Seller's existing facilities have sufficient capacity and gas supply to provide the quantities of gas requested by said Buyer, and
- (b) The Buyer executes a Sales Agreement which specifies the Daily Interruptible Volume.
- (c) Buyer has installed alternate energy sufficient to replace interruptible natural gas during curtailment or interruption or Buyer has a signed statement acknowledging the fact that they are interruptible and are aware that Seller has no obligation to serve during times of interruption.

CHARACTER OF SERVICE

Deliveries of gas hereunder shall be on an interruptible basis only. Seller may completely or partially interrupt deliveries of gas hereunder at any time for any reason, in its sole judgment, and it is understood that the Seller will not include in its Contract Demand or Winter Service commitment with its supplier(s) any volume in order to provide service under this rate schedule.

RATE

The rate levels applicable to service under this rate schedule are stated on the currently effective Sheet No. 6 of this tariff and are hereby incorporated into this rate schedule.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the customer charge as stated on Sheet No. 6 of this tariff.

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**OCT 10 1990**

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

BY: *[Signature]*  
**PUBLIC SERVICE COMMISSION MANAGER**

DATE OF ISSUE: ~~October 26, 1990~~  
*[Signature]*  
Issued by: \_\_\_\_\_  
Name of Officer

DATE EFFECTIVE: With Gas Supplied On and After October 10, 1990  
Vice President  
Columbus, Ohio  
Title Address

Issued by authority of an Order of the Public Service Commission in Case No. 90-063, dated October 10, 1990.

*C9-93*

**CLASSIFICATION OF SERVICE  
INTERRUPTIBLE GAS SERVICE  
RATE SCHEDULE IS (Continued)**

PENALTY CHARGE FOR FAILURE TO INTERRUPT

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

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PAYMENT FOR UNAUTHORIZED TAKES

Gas taken in excess of one hundred three percent (103%) of the specified Daily Interruptible Volume set forth in the Sales Agreement for the months April through November or any gas taken during the months of December through March shall constitute unauthorized takes unless prior approval for an additional volume has been granted by the Seller. The sum of all unauthorized takes in a billing month shall be billed at a rate of twenty-five dollars (\$25) per Mcf of gas taken. Payment for such unauthorized takes shall be in addition to the charges specified in this Rate Schedule. Buyer shall be liable for any personal injury or damage to the property of Seller or third parties which results from Buyer's unauthorized takes, and Buyer will indemnify and hold Seller harmless with respect to such injuries or damages. The Seller reserves the right, for good cause shown, to waive the penalty payment of twenty-five dollars (\$25) per Mcf for unauthorized takes. Should Buyer wish to take gas in excess of his authorized Maximum Daily Volume and avoid penalty payment, Buyer should request permission for a specified volume from Seller at least 18 hours in advance.

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**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**OCT 10 1990**

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

**BY: *George S. Miller*  
PUBLIC SERVICE COMMISSION MANAGER**

(l) Increase

DATE OF ISSUE: October 26, 1990

DATE EFFECTIVE: With Gas Supplied On and After October 10, 1990

Issued by:

Name of Officer

Vice President

Title

Columbus, Ohio

Address

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

RATE SCHEDULE IS  
(Continued)

PURCHASED GAS ADJUSTMENT

Gas sold under this rate schedule and rates as prescribed herein are subject to a Purchased Gas Adjustment as stated on currently effective Sheet Nos. 80 through 83 of this tariff which are hereby incorporated into this rate schedule.

MEASUREMENT BASE

Refer to Section 2 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

All the General Terms and Conditions are applicable to this rate schedule and are hereby made a part hereof.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 07 1986

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

BY: *J. Seay Hagan*

DATE OF ISSUE: December 8, 1986

DATE EFFECTIVE: With Gas Supplied On and  
after December 7, 1986

Issued by <i>Alan P. Bowman</i>	Vice President	Columbus, Ohio
Name of Officer	Title	Address

Issued by authority of an Order of the Public Service Commission  
in Case No. 9554 dated November 14, 1986.

*C 9-9 B*

COLUMBIA GAS OF KENTUCKY, INC.

CANCELLATION OF TARIFF SHEET

P.S.C. KY. NO. 4

EFFECTIVE DECEMBER 7, 1986,  
ORIGINAL SHEET NOS. 75 AND 76  
ARE HEREBY CANCELLED.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 07 1986

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

BY: *J. Geoghegan*

*C.9-93*

COLUMBIA GAS OF KENTUCKY, INC.

CLASSIFICATION OF SERVICE  
RATE SCHEDULE IUS - INTRASTATE UTILITY SERVICE

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APPLICABILITY

See Sheet No. 33 for Applicability.

AVAILABILITY OF SERVICE

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

- (a) The Seller's existing facilities have sufficient capacity and gas supply to provide the quantities of gas requested by said Buyer; and
- (b) The Buyer has executed a Sales Agreement with the Seller specifying a Maximum Daily Volume.

CHARACTER OF SERVICE

Gas delivered by the Seller to the Buyer under this rate schedule shall be firm and shall not be subject to curtailment or interruption, except as provided in Sections 5, 11 and 13 of the General Terms and Conditions.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 07 1986

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

BY: *J. Hoeghegan*

(T) Change in Text

DATE OF ISSUE: December 8, 1986

DATE EFFECTIVE: With Gas Supplied On and after December 7, 1986

Issued by: <i>Alan P. Bowman</i>	Wice President	Columbus, Ohio
Name of Officer	Title	Address

Issued by authority of an Order of the Public Service Commission in Case No. 9554 dated November 14, 1986.

*C 9-93*

COLUMBIA GAS OF KENTUCKY, INC.

RATE SCHEDULE IUS  
(Continued)

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RATE AND MINIMUM MONTHLY CHARGE

The rate levels and minimum monthly charge applicable to service under this rate schedule are stated on the currently effective Sheet No. 7 of this tariff and are hereby incorporated into this rate schedule.

PURCHASED GAS ADJUSTMENT

Gas sold under this rate schedule and rates as prescribed herein are subject to a Purchased Gas Adjustment as stated on currently effective Sheet Nos. 80 through 83 of this tariff which are hereby incorporated into this rate schedule.

MEASUREMENT BASE

Refer to Section 2 of the General Terms and Conditions.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 07 1986

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

BY: J. Deoghegan

(T) Change in Text

DATE OF ISSUE: December 8, 1986

DATE EFFECTIVE: With Gas Supplied On and  
after December 7, 1986

Issued by <u>Alan P. Bowman</u>	Vice President	Columbus, Ohio
Name of Officer	Title	Address

Issued by authority of an Order of the Public Service Commission  
in Case No. 9554 dated November 14, 1986.

C9-9?

COLUMBIA GAS OF KENTUCKY, INC.

RATE SCHEDULE IUS  
(Continued)

T

TERM

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

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

GENERAL TERMS AND CONDITIONS

All the General Terms and Conditions are applicable to this rate schedule and are hereby made a part hereof.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 07 1986

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

BY: *J. Seoghegan*

(T) Change in Text

DATE OF ISSUE: December 8, 1986

DATE EFFECTIVE: With Gas Supplied On and  
after December 7, 1986

Issued by: <i>Alan P. Bowman</i>	Vice President	Columbus, Ohio
Name of Officer-	Title	Address

Issued by authority of an Order of the Public Service Commission  
in Case No. 9554 dated November 14, 1986.

*29-9*



COLUMBIA GAS OF KENTUCKY, INC.

SEMI-ANNUAL GAS COST ADJUSTMENT CLAUSE  
APPLICABLE TO RATE SCHEDULES GS, FI, IS, IUS AND DS

SEMI-ANNUAL GAS COST ADJUSTMENT CLAUSE

Determination of GCR

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

The gas cost recovery rates are comprised of:

- (1) The Expected Gas Cost Component (EGC), on a dollar-per-Mcf basis, which represents the average expected cost of gas supplied, excluding the demand costs to be recovered from all FI 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, the Company may apply to the Public Service 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 commodity gas costs experienced by the Company through the operation of this 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.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
OCT 28 1989

(T) Change in Text

DATE OF ISSUE: October 20, 1989

DATE EFFECTIVE: With Gas Supplied On And After October 6, 1989

Issued by: Alan P. Bowman  
Name of Officer

Vice President  
Title

Columbus, Ohio  
Address

Issued by authority of an Amended Order of the Public Service Commission in Case No. 10498 dated October 17, 1989.

C-9-92

COLUMBIA GAS OF KENTUCKY, INC.

SEMI-ANNUAL GAS COST ADJUSTMENT CLAUSE  
APPLICABLE TO RATE SCHEDULES GS, FI, IS AND IUS

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SEMI-ANNUAL GAS COST ADJUSTMENT CLAUSE (Continued)

Billing

The Gas Cost Recovery (GCR) shall be the sum of the following components:

$$GCR = EGC + RA + ACA + BA$$

The GCR will be added to (or subtracted from) the tariff rates prescribed by the Commission Order on the 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:

- (a) "Average expected cost" is the cost of gas supplies purchased during the latest available twelve month period, including associated transportation and storage charges, which results from the application of suppliers' rates currently in effect, or reasonably expected to be in effect during the semi-annual calendar period, less the demand costs to be recovered from all FI 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 the Company expects the volumes to change substantially, the Company may make appropriate adjustments in its calculations. Any adjustments of this type shall be described in the Semi-Annual Gas Cost Adjustment report.
- (b) GCR is the gas cost recovery rate and is the sum of the expected gas cost component plus the supplier refund adjustment plus the Actual Cost Adjustment plus the balancing adjustment, i.e.,  $GCR = EGC + RA + ACA + BA$ .

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PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
DEC 07 1986  
PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY J. Seogagan

(T) Change in Text

DATE OF ISSUE: December 8, 1986

DATE EFFECTIVE: With Gas Supplied On and after December 7, 1986

Issued by

Alan P. Bowman Vice President  
Name of Officer Title

Columbus, Ohio  
Address

Issued by authority of an Order of the Public Service Commission in Case No. 9554 dated November 14, 1986.

C-9-93

COLUMBIA GAS OF KENTUCKY, INC.

**SEMI-ANNUAL GAS COST ADJUSTMENT CLAUSE  
APPLICABLE TO RATE SCHEDULES GS, FI, IS, IUS AND DS  
(Continued)**

SEMI-ANNUAL GAS COST ADJUSTMENT CLAUSE (Continued)

Definitions (Continued)

- (c) "Semi-annual calendar period" means each of the two six month periods of (1) September through February and (2) March through August.
- (d) "Reporting period" means the six month accounting period that ended approximately thirty (30) days prior to the filing date of the updated gas recovery rates, i.e., the six months ended June 30th and December 31st each year.

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.

Should any significant change in supplier rates occur, the Company may apply to the Public Service Commission for an interim Gas Cost Adjustment Clause in addition to the regular Semi-Annual Gas Cost Adjustment Clause filings.

(T) Text

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

FEB 6 1991

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

BY: *Shirley Helle*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: February 18, 1991

DATE EFFECTIVE: With Gas Supplied On and After February 6, 1991

Issued by: *J.W. Partridge, Jr.* Vice President      Columbus, Ohio  
Name of Officer      Title      Address

Issued by authority of an Order of the Public Service Commission in Case No. 90-200-A, dated February 6, 1991.

C9-93

**SEMI-ANNUAL GAS COST ADJUSTMENT CLAUSE  
APPLICABLE TO RATE SCHEDULES GPS**

PROPANE SERVICE - PROPANE COST ADJUSTMENT CLAUSE

The Company shall file, with the Commission, a report containing an updated Propane Cost Recovery (PCR) Rate each time the propane supply is replenished. This report will be filed within 45 days of the propane delivery. Additionally, the Company shall file an Actual Cost Adjustment (ACA) to be effective September 1st of each year.

The propane cost recovery rates are comprised of:

- (1) The Expected Propane Cost component (EPC), on a dollar-per-Mcf basis, which represents the average expected cost of propane supplied.
  - (a) The Expected Propane Cost is calculated by dividing the value of propane by the volume (gallons) of propane on hand. This price per gallon is multiplied by a conversion factor of 28.19 to arrive at a price per Mcf (propane). This amount is then divided by 2.48, the Btu conversion, propane to natural gas, which yields the price per Mcf (natural gas) which is the Expected Propane Cost.
- (2) The Propane Refund Adjustment (PRA), on a dollar-per-Mcf basis, which reflects supplier 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, the Company may apply to the Public Service 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, compensates for any previous over or undercollections of propane costs experienced by the Company through the operation of this cost recovery procedure and any balancing adjustments for any under or over collections which have occurred as a result of prior adjustments. 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.

Billing

The Propane Cost Recovery (PCR) shall be the sum of the following components:


$PCR = EPC + PRA + ACA$

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

(N) New

**FEB 6 1991**

**PURSUANT TO KRS 202.0011,  
SECTION 2(1)**

BY:   
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: February 18, 1991

DATE EFFECTIVE: With Gas Supplied On and After February 6, 1991

Issued by:

  
Name of Officer

Vice President  
Title

Columbus, Ohio  
Address

Issued by authority of an Order of the Public Service Commission in Case NO. 90-200-A, dated February 6, 1991.

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

CANCELLATION OF TARIFF SHEET

P.S.C. KY. NO. 4

EFFECTIVE MARCH 1, 1988

SEVENTIETH REVISED SHEET NO. 83

IS HEREBY CANCELLED.

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**MAR 1 1988**

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

**BY: *Glenn Kelle***  
**PUBLIC SERVICE COMMISSION MANAGER**

*C-9-93*

CANCELLATION OF TARIFF SHEET  
P.S.C. KY. NO. 4

Effective January 1, 1984, Seventh  
Revised Sheet No. 84 is hereby  
cancelled.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 1 1984

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

BY: Jordan Noel

C-9-93

COLUMBIA GAS OF KENTUCKY, INC.

RATE SCHEDULE AFDS  
ALTERNATE FUEL DISPLACEMENT SERVICE

APPLICABILITY

See Sheet No. 33 for applicability.

AVAILABILITY

This rate schedule is available in the territory served by the Seller to any commercial, industrial or wholesale Buyer having normal annual usage of not less than 6,000 Mcf, provided:

- (a) Buyer is currently purchasing natural gas from the Seller under Seller's GS, FI, IS, or IUS Rate Schedules.
- (b) The capacity of the Seller's facilities and the available gas supply are sufficient to provide the quantities requested by the Buyer, and
- (c) Buyer has submitted to the Seller an initial affidavit which provides the following information:

(1) Name and address at which service under this rate schedule will be received, and

(2) Buyer has installed operable capability for long term use of an alternate energy source other than No. 6 fuel oil and has made available to Seller the option of onsite inspection of the alternate fuel facilities, and

(3) Buyer's verification that gas purchased under the rate schedule will be utilized to reduce or eliminate alternate energy requirements, that such purchase would not be made during any month of the term in the absence of this rate schedule, and that such gas will not replace non-alternate energy requirements which would otherwise be purchased under Seller's applicable GS, FI, IS, or IUS Rate Schedules, and

(d) Buyer submits to Seller a monthly affidavit on or before the fifth day of the current billing month providing

(T) Change in Text

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

OCT 21 1988

NOV 7 1988 KAR 5:011,  
ON 9/11

*George Bell*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: November 2, 1988

DATE EFFECTIVE: With Gas Supplied On And  
After October 21, 1988

Issued by:

*Alan P. Bowman*  
Name of Officer

Vice President  
Title

Columbus, Ohio  
Address

Issued by authority of an Order of the Public Service Commission  
in Case No. 10201 dated October 21, 1988.

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

RATE SCHEDULE AFDS  
ALTERNATE FUEL DISPLACEMENT SERVICE  
(Continued)

AVAILABILITY (Continued)

(d) the following information to be used for purposes of billing:

- (1) Prior billing month's usage of alternate fuel displacement service unless separately metered, and
- (2) Projected prices and estimated usage of the Buyer's alternate fuel for the current billing period.

CHARACTER OF SERVICE

The Maximum Daily Volume available for delivery pursuant to this rate schedule shall not exceed Buyer's installed non-peaking alternate fuel capability and shall be within:

- (a) The limits imposed by the curtailment and daily interruption provisions governing the otherwise applicable GS, FI, IS, or IUS Rate Schedules, or
- (b) The limits imposed by Buyer's effective maximum daily volume entitlement under Seller's otherwise applicable GS, FI, IS, or IUS Rate Schedules.

MINIMUM MONTHLY CHARGE

The minimum monthly charge provision of the applicable rate schedules remains in full force and effect. However, volumes delivered under this rate schedule shall be combined with volumes delivered under the applicable rate schedules for minimum bill calculation purposes.

TERM

The term of the agreement for service under this rate schedule shall be for a minimum of one year and shall be automatically renewed each year unless written notice to terminate is given by the Buyer or Seller not less than sixty (60) days prior to the expiration date of the contract.

PUBLIC SERVICE COMMISSION  
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PURSUANT TO 80/KAR5:011,  
SECTION 9 (1)

BY: J. Geoghegan

(T) Change in Text

DATE OF ISSUE: December 8, 1986

DATE EFFECTIVE: With Gas Supplied On and after December 7, 1986

Issued by: <u>Alan P. Bowman</u>	Vice President	Columbus, Ohio
Name of Officer	Title	Address

Issued by authority of an Order of the Public Service Commission in Case No. 9554 dated November 14, 1986.

C-9-93



COLUMBIA GAS OF KENTUCKY, INC.

RATE SCHEDULE AFDS  
ALTERNATE FUEL DISPLACEMENT SERVICE  
(Continued)

SPECIAL TERMS AND CONDITIONS

Separate Metering

Gas delivered hereunder except for oil burner pilot usage shall not be used interchangeably with gas supplied under any other schedule, and shall be separately metered; provided, however, if gas is delivered to Buyer under more than one rate schedule, at one location, and if separate metering of the Alternate Fuel Displacement Service portion of such deliveries is not practicable, monthly volumes to be billed under the GS, FI, IS, or IUS Rate Schedules and Alternate Fuel Displacement Service Rate Schedule shall be determined from customer's monthly affidavit as required by Paragraph (d) of the Availability Section.

Stand-By Facilities

In all cases where continuous operation of the Buyer's facilities is necessary, the Buyer shall provide and maintain stand-by equipment, including fuel supply for operation thereof, in satisfactory operating condition and of sufficient capacity to permit full interruption of the interruptible gas supply.

Meter Reading

Meter readings shall be made monthly.

General Terms and Conditions and Rules and Regulations

All General Terms and Conditions and Rules and Regulations applicable to GS, FI, IS, or IUS Rate Schedules apply to this rate schedule and are hereby incorporated herein.

Special Conditions

Seller reserves the right, at its sole discretion, to reduce the quantities of gas requested by Buyer, to the extent the Seller determines that the quantities of gas requested by Buyer are invalid or inaccurate.

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COLUMBIA GAS OF KENTUCKY, INC.

RATE SCHEDULE AFDS  
ALTERNATE FUEL DISPLACEMENT SERVICE  
(Continued)

OTHER

For purposes of administering provisions of the FI or IS Rate Schedules relating to Penalty for Failure to Interrupt, Payments for Unauthorized Takes and Availability of Excess Gas, volumes delivered under this rate schedule will be combined with volumes delivered to Buyer under the applicable FI or IS Rate Schedules.

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PURSUANT TO 607 KAR 5:011,  
SECTION 9 (1)

BY: *J. George*

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Vice President

Columbus, Ohio

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*C9-93*

Sheets 89 through 93 have not been  
issued but have been reserved for  
future use.

PUBLIC SERVICE COMMISSION  
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NOV 1 1983

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

BY: Jordan C. Neil

C9-93

GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1

1. DEFINITIONS

1.1 The term "Day" shall mean a period of twenty-four (24) consecutive hours, ending at 8:00 a.m.

1.2 The term "Billing Month" shall mean the period elapsed between consecutive final monthly meter readings and when referred to in terms of a calendar month shall mean that billing month the major portion of which occurs in said calendar month.

1.3 The term "Month" shall mean the period beginning at 8:00 a.m. on the first "day" of the calendar month and ending at the same hour on the first "day" of the next succeeding calendar month.

1.4 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas.

1.5 The term "Btu" shall mean one (1) British thermal unit.

1.6 The term "Maximum Daily Volume" shall mean the greatest volume of gas which Seller shall at the time be obligated to deliver to Buyer and which Buyer shall at the time be entitled to receive from Seller during any one day as specified in the Sales Agreement.



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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

2. MEASUREMENT

2.1 Measurement 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.

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

2.4 Specific Gravity. The specific gravity of the natural gas shall be determined by Seller, or at Buyer's option by joint test, at the commencement of deliveries hereunder and as often thereafter as deemed necessary.

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by *JMA*  
ENGINEERING DIVISION

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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

2. MEASUREMENT (Continued)

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, as amended, expanded or superseded from time to time, such computations or selection of factors from tables to be based on the composition of the gas and conditions at point of measurement, and the factors used to be checked by tests of the gas made with such reasonable frequency as found necessary; or
- (b) The deviation factors shall be determined by tests of the gas made with such reasonable frequency as found necessary.



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Issued by:

*[Handwritten signature]*

Vice President

Columbus, Ohio

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*C 9-93*

GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

2. MEASUREMENT (Continued)

2.6 Measuring Equipment. Unless otherwise agreed upon, Seller will install, maintain and operate, measuring stations equipped with displacement or flow meters and other necessary measuring equipment by which the volumes of gas delivered hereunder shall be determined. The gas delivered hereunder shall be measured in accordance with the latest approved methods in use in the industry generally. Orifice meters shall be installed and operated, and gas volumes computed, in accordance with Report No. 3 of the Gas Measurement Committee of the American Gas Association, as amended, expanded or superseded from time to time, applied in a practical and appropriate manner. Displacement meter readings shall be adjusted for pressure and temperature conditions. Buyer may install check measuring equipment, provided that such equipment shall be so installed as not to interfere with the operations of Seller. Seller and Buyer, in the presence of each other, shall have access to the other's measuring equipment at all reasonable times, but the reading, calibrating and adjusting thereof and the changing of charts shall be done only by owner, unless otherwise agreed upon. Both Seller and Buyer shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting,

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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

2. MEASUREMENT (Continued)

2.6 Measuring Equipment (Continued)

testing, calibrating or adjusting done in connection with the other's measuring equipment. The records from such measuring equipment shall remain the property of their owner, but upon request, each will submit to the other its records and charts, together with calculations therefrom, for inspection, subject to return within thirty (30) days after receipt thereof. Buyer shall exercise reasonable care in the installation, maintenance and operation of its equipment so as to avoid any inaccuracy in the determination of the volume of gas delivered.

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



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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

2. MEASUREMENT (Continued)

2.8 Correction of Metering Errors. If, upon any test, any measuring equipment is found to be in error, such error shall be taken into account in a practical manner in computing the deliveries. If the resultant aggregate error is not more than two percent (2%), then previous deliveries corrected in such a manner shall be considered accurate. All equipment shall, in any case, be adjusted at the time of test to record correctly. If, however, the resultant aggregate error exceeds two percent (2%) at a recording corresponding to the average hourly rate of gas flow for the period since the last preceding test, previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon. If the period is not known definitely or agreed upon, such correction shall be for a period extending over one half of the time elapsed since the date of the last test, not exceeding a correction period of sixteen (16) days.

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



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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

2. MEASUREMENT (Continued)

2.9 Failure of Measuring  
Equipment (Continued)

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

The estimated readings so determined shall be used in determining the volume of gas delivered for any known or agreed-upon applicable period. In case the period is not known or agreed-upon, such estimated deliveries shall be used in determining the volume of gas delivered hereunder during the latter half of the period beginning on the date of the immediately preceding test and



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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

2. MEASUREMENT (Continued)

2.9 Failure of Measuring  
Equipment (Continued)

ending on the date the measuring equipment has been adjusted to record accurately; the recordings of the measuring equipment during the first half of said period shall be considered accurate in computing deliveries.

2.10 Preservation of Records. Both Seller and Buyer shall preserve for a period of at least three (3) years or such other longer period as may be required by public authority, all test data, charts and other similar records.

3. QUALITY

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

- (a) Seller may extract or permit the extraction of moisture, helium, natural gasoline, butane, propane or other hydrocarbons (except methane) from said natural gas, or may return thereto any substance extracted from it. Seller, in order to conserve and utilize other available gases, may blend such gases



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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

3. QUALITY (Continued)

3.1 Processing (Continued)

with said natural gas; provided, however, that such blending shall not extend to a degree which, in Buyer's judgment reasonably exercised, would materially affect the utilization of the gas delivered hereunder.

(b) Seller may subject or permit the subjection of said natural gas to compression, cooling, cleaning or other processes to such an extent as may be required in its transmission from the source thereof to the point or points of delivery.

3.2 Heat Content. The natural gas so delivered shall contain an average total heating value for any twelve (12) months period, of not less than one thousand (1,000) Btu per cubic foot. Such heating value shall be determined by tests at the beginning of deliveries, or from recording calorimeters located at such place or places as may be selected by Seller. Such calorimeters shall be periodically checked using a reference sample of gas of known heating

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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

3. QUALITY (Continued)

3.2 Heat Content (Continued)

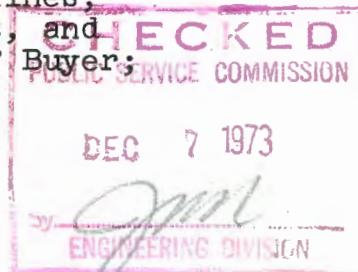
value, or such other method as may be mutually agreed upon. Buyer shall not be required to accept natural gas having a total heating value of less than nine hundred fifty (950) Btu per cubic foot, but acceptance by Buyer shall not relieve Seller of its obligation to supply natural gas having the said average total heating value of one thousand (1,000) Btu per cubic foot.

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

3.3 Freedom From Objectionable Matter.

The gas delivered:

- (a) shall be commercially free from dust or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters, and other equipment of Buyer;



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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

3. QUALITY (Continued)

3.3 Freedom From Objectionable Matter (Continued)

(b) shall not contain more than a trace of hydrogen sulphide per one hundred (100) cubic feet of gas, as determined by methods prescribed in Standards for Gas Service, Circular of the National Bureau of Standards No. 405, Page 134 (1934 Edition), and shall be considered free from hydrogen sulphide if a strip of white filter paper, moistened with a solution containing five percent (5%) by weight of lead acetate, is not distinctly darker than a second paper freshly moistened with the same solution, after the first paper has been exposed to the gas for one (1) minute in an apparatus of approved form, through which the gas is flowing at the rate of approximately five (5) cubic feet per hour, the gas not impinging directly from a jet upon the test paper;

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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

3. QUALITY (Continued)

3.3 Freedom From Objection-  
able Matter (Continued)

- (c) shall not contain more than twenty (20) grains of total sulphur per one hundred (100) cubic feet;
- (d) in the event the gas contains more than a trace of hydrogen sulphide per one hundred (100) cubic feet or more than twenty (20) grains of total sulphur per one hundred (100) cubic feet, by test prescribed by the Bureau of Standards or other recognized method, then upon the request of Buyer, Seller shall reduce the hydrogen sulphide content to not more than a trace per one hundred (100) cubic feet and the total sulphur content to twenty (20) grains or less per one hundred (100) cubic feet.



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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

4. POSSESSION OF GAS AND WARRANTY OF TITLE

4.1 Control of Gas. Seller shall be deemed to be the owner and in control and possession of the natural gas hereunder until it shall have been physically delivered to Buyer at the point or points of delivery, after which Buyer shall be deemed to be the owner and in control and possession thereof.

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

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

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Columbus, Ohio  
Address

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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

5. FORCE MAJEURE

Neither Seller nor Buyer 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, 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 Seller or Buyer, 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



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**GENERAL TERMS AND CONDITIONS**  
**RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 AND IUS-1**  
**(Continued)**

5. FORCE MAJEURE (Continued)

manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

6. BILLING AND PAYMENT

6.1 Billing. On or before the tenth (10th) day following the date of the final monthly meter reading for each billing month, Seller shall render to Buyer a statement of the total amount of gas delivered during the preceding billing month and the amount due.

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

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

6.11 Content of Customer Bill. See Sheet Nos. 29 and 30 for the contents contained in each customers bill.

(C) Change in Regulation

PUBLIC SERVICE COMMISSION  
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MAY 25 1992

DATE OF ISSUE: APR 24, 1992

Issued by:

Alan P. Bowman  
Vice President  
Name of Officer Title

PURSUANT TO 807 KAR 5.011, DATE EFFECTIVE: May 25, 1992

SECTION 9 (1)

BY: Address

John D. Miller  
INDICATE REGIONAL OFFICE

C-9-93

**GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FI, IS AND IUS  
(Continued)**

**6. BILLING AND PAYMENT (Continued)**

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

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

A late payment penalty of one and one-half percent (1-1/2%) may be assessed, only once on any bill for rendered services, if a customer fails to pay any bill of \$2,000 or more by the due date shown on the customer's bill. Any payment received will first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

If such failure to pay on the part of any Buyer under Rate Schedule IUS continues for thirty (30) days after payment is due, Seller may, after application to and authorization by the Public Service Commission, suspend further delivery of gas. However, the Seller may charge a delayed payment penalty at the rate of one and one-half percent (1-1/2%) monthly on the unpaid portion of any bill of \$2,000 or more, less prior delayed payment penalties, from the due date of payment. This penalty may continue until authorization is received from the Public Service Commission to suspend deliveries. Seller shall not be required to resume deliveries of gas until Buyer has paid all amounts owed Seller and has provided a cash deposit to secure payments of bills in an amount not exceed two-twelfths (2/12) of the Buyer's estimated annual bill.

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

**PUBLIC SERVICE COMMISSION  
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**JUL 1 1992**

(T) Change in Text

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

BY: *Sharon Diller*  
PUBLIC SERVICE COMMISSION MANAGER  
DATE EFFECTIVE: July 1, 1992

DATE OF ISSUE: April 24, 1992

Issued by: *Alvin P. Bowman* President Columbus, Ohio  
Name of Officer Title Address

*C-9-93*

COLUMBIA GAS OF KENTUCKY, INC.

GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FI, IS AND IUS  
(Continued)

6. BILLING AND PAYMENT (Continued)

6.3 Monitoring of Customer Consumption

The Company shall monitor each customer's usage in order to detect unusual deviations in individual customer consumption. Prior to the billing of each account, the Company will compare the customer's current consumption with the prior year's usage. Should an unusual deviation in the customer's consumption be found, the Company shall make a reasonable attempt to determine the reasons for the unusual deviation. If such a deviation is found and the cause of the deviation cannot be determined, a test of the customer's meter shall be made, and if the meter registers more than two (2) percent incorrectly, the utility shall recalculate the customer's bills and adjust the account on the basis of the test.

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6.4 Adjustment of Billing Errors

If it shall be found that at any time or times Buyer has been overcharged or undercharged in any form whatsoever under the provisions hereof and Buyer shall have actually paid the bills containing such overcharge or undercharge, then within thirty (30) days after the final determination thereof, Seller shall refund the amount of any such overcharge and Buyer shall pay the amount of any such undercharge. In the event an error is discovered in the amount billed in any statement rendered by Seller, such error shall be adjusted within thirty (30) days of the determination thereof, provided that claim therefore shall have been made within thirty (30) days from the date of discovery of such error, but in any event within twenty-four (24) months from the date of such statement. If the parties are unable to agree on the adjustment of any claimed error, any resort by either of the parties to legal procedure, either at law, in equity or otherwise, shall be commenced within twenty-seven (27) months after the supposed cause of action is alleged to have arisen, or shall thereafter be forever barred.

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Issued by:

*Alan P. Bowman*  
Name of Officer

Vice President  
Title

Columbus, Ohio  
Address

Issued by authority of an Order of the Public Service Commission  
in Case No. 10201 dated October 21, 1988.

C9-93

COLUMBIA GAS OF KENTUCKY, INC.

GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, IS-1 AND IUS-1  
(Continued)

7. SALES AGREEMENT

7.1 Form of Sales Agreement

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

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

OCT 21 1988

PURSUANT TO KRS 267 KAR 5:011,  
SECTION 9(1)

BY: James L. Miller  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: November 2, 1988      DATE EFFECTIVE: With Gas Supplied On And  
After October 21, 1988  
Issued by: Alan P. Bowman Vice President      Columbus, Ohio  
Name of Officer      Title      Address

Issued by authority of an Order of the Public Service Commission  
in Case No. 10201 dated October 21, 1988.

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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

7. SALES AGREEMENT (Continued)

7.2 Term. The term of the Sales Agreement executed by the Buyer shall be for the period commencing with the initial delivery of gas through October 31, of the next succeeding year and from year to year thereafter until canceled by either Buyer or Seller giving written notice to the other no later than March 1, to become effective on November 1, of such year, unless otherwise provided in the applicable Rate Schedule.

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

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PUBLIC SERVICE COMMISSION  
DEC 7 1973  
by *[Signature]*  
ENGINEERING DIVISION

DATE OF ISSUE: November 28, 1973

DATE EFFECTIVE: With Gas Supplied On and After November 2, 1973

Issued by: *[Signature]* Vice President Columbus, Ohio  
Name of Officer Title Address

Issued to comply with an Order of the Public Service Commission of Kentucky dated November 2, 1973 at Case No. 5834.

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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

7. SALES AGREEMENT (Continued)

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

8. CHANGES IN CONTRACTED VOLUMES

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

- (a) In the event Buyer shall desire an increase in the then effective contracted volumes, Buyer shall notify the Seller by January 1, of any year as to the total amount of increase required and shall on or before March 1, of any year execute a contract to become effective November 1, of such year which shall specify the total amount required.

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 PUBLIC SERVICE COMMISSION  
 DEC 7 1973  
 by *[Signature]*  
 ENGINEERING SECTION

DATE OF ISSUE: November 28, 1973

DATE EFFECTIVE: With Gas Supplied On and After November 2, 1973

Issued by: *[Signature]* Vice President Columbus, Ohio  
 Name of Officer Title Address

Issued to comply with an Order of the Public Service Commission of Kentucky dated November 2, 1973 at Case No. 5834.

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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

8. CHANGES IN CONTRACTED  
VOLUMES (Continued)

(b) In the event Buyer shall desire a decrease in the then effective contracted volumes, after the expiration of the development period, Buyer shall notify the Seller on or before March 1, in any year of the desire to decrease to become effective November 1, of such year, and the Seller would grant such decrease providing the desired decrease does not exceed the Seller's ability to offset such decreases against reductions in contracted volumes from its supplier(s), or Buyer and the Seller may mutually agree to the decrease providing the Seller can otherwise utilize such decrease.

(c) For increases or decreases in effective contracted volumes requested on shorter notice than in (a) or (b) above, the Seller shall, giving consideration to all pertinent factors, use its best efforts to comply with such requests.

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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

9. TRANSFERS BETWEEN RATE SCHEDULES

If a Buyer desires to transfer service from one to another of the Seller's other Rate Schedules, Buyer shall give notice to the Seller by January 1, of any year and if Buyer is advised by Seller that it has the required gas supply, capacity, and facilities, then Buyer, on or before March 1, of such year shall execute a contract to become effective November 1, of such year.

10. 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 such other operating data as Seller may require in order to plan its operations.

11. CURTAILMENT AND INTERRUPTION OF SERVICE

11.1 Curtailement and Interruption for Protection of Daily Volumes.

Seller recognizes the primary public service obligation to maintain gas service to domestic Buyers. Seller shall have the right, and when necessary for the protection of daily volumes Seller will partially or completely discontinue the supply of gas to its Buyers,

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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

11. CURTAILMENT AND INTERRUPTION  
OF SERVICE (Continued)


11.1 Curtailment and Inter-  
ruption for Protection of  
Daily Volumes (Continued)

including any Buyer hereunder, to the extent necessary, in its sole judgment, to maintain such domestic service. Seller's obligations under this Tariff are subject to such primary public service obligation.

For the protection of daily volumes Seller may partially or completely curtail or interrupt gas service as follows:

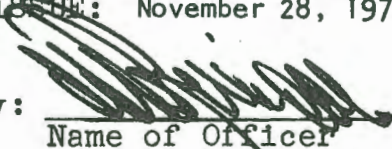
First:

- (a) Deliveries of all gas under Rate Schedule IS-1,
- (b) Deliveries of interruptible gas under Rate Schedules FI-1 and FI-2,
- (c) Deliveries of curtailable gas under Rate Schedule FC-1.

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GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

11. CURTAILMENT AND INTERRUPTION  
OF SERVICE (Continued)

11.1 Curtailmnt and Inter-  
ruption for Protection of  
Daily Volumes (Continued)

Second:

- (a) All remaining deliveries of gas to industrial Buyers and Buyers such as schools, churches and similar institutions, federal, state, county, municipal, governmental, and public buildings, office buildings, theatres, stores, restaurants, bakeries, and all types of commercial establishments except those described in (b) and (c) below.
- (b) Deliveries of gas under Rate Schedule IUS-1 shall be subject to Seller's right to request Buyer to curtail and/or interrupt all deliveries except those necessary to maintain Buyer's domestic service as set forth in paragraph (c) below in the event of a gas shortage.

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COLUMBIA GAS OF KENTUCKY, INC.

GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 AND IUS-1  
(Continued)

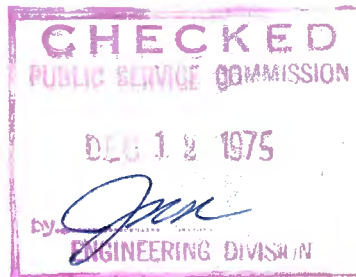
11. CURTAILMENT AND INTERRUPTION OF SERVICE (Continued)

11.1 Curtailment and Interruption for Protection of Daily Volumes (Continued) (T)

- (c) Remaining deliveries of gas to private dwellings, boarding and rooming houses, apartment buildings, hotels, hospitals, and sanitariums or similar institutions, where the element of human welfare and comfort are the predominating requirements. In the event of a gas shortage, these Buyers shall have preference over all other Buyers.

The curtailment and interruption of Buyers on Seller's peak day(s) shall be ordered as required by the Seller to properly recognize the weather conditions within the operating area, the availability of gas and capacity, the location and size of Buyer, and the required reduction in gas deliveries at the time in conformity with the Seller's public utility obligation and does not contemplate application thereof for monthly, seasonal or annual shortages of gas.

Seller shall not be liable for any loss, cost, damage, injury or expenses that may be sustained by the Buyer by reason of partial or complete curtailment or interruption or discontinuance of gas service.



(T) Change in Text

DATE OF ISSUE: December 9, 1975

DATE EFFECTIVE: With Gas Supplied On and After November 24, 1975

Issued by: C. E. Mentch Vice President Columbus, Ohio  
 Name of Officer Title Address

Issued to comply with an Order of the Public Service Commission of Kentucky, dated November 24, at Case No. 6262.

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COLUMBIA GAS OF KENTUCKY, INC.

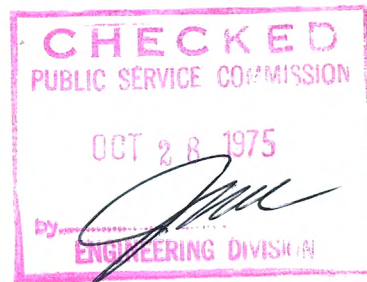
GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

11. CURTAILMENT AND INTERRUPTION OF SERVICE (Continued) (T)

11.2 Curtailment and Interruption for Protection of  
Monthly and Seasonal Volumes

If, in Seller's judgment, it is necessary to limit the sale of natural gas for the protection of monthly and seasonal volumes in order to supply market requirements based on gas supply available, Seller shall curtail or discontinue in whole or in part gas service to its commercial and industrial customers in the manner prescribed on Sheet Nos. 36 through 41. Such curtailment shall be ordered as to Seller's commercial and industrial customers, whether served under these or any other Rate Schedules.

Seller shall not be liable for any loss, cost, damage, injury or expenses that may be sustained by the Buyer by reason of partial or complete curtailment or interruption or discontinuance of gas service.



(T) Change in Text

DATE OF ISSUE: October 20, 1975

DATE EFFECTIVE:  
October 1, 1975

Issued by: C. S. Meacham Vice President Columbus, Ohio  
Name of Officer Title Address

Issued to comply with an Order of the Public Service Commission of Kentucky dated October 1, 1975, at Case No. 6274.

*C-9-93*

GENERAL TERMS AND CONDITIONS  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

12. DELIVERY PRESSURE

The delivery pressure of gas delivered hereunder shall be the varying pressures prevailing from time to time in the lines from which the deliveries are made unless Buyer and Seller may mutually agree to some other delivery pressure which shall be specified in the Sales Agreement.

13. RULES, REGULATIONS AND REGULATORY AUTHORITIES

Gas is to be sold pursuant to the rules and regulations of the public utility regulatory Commission of the State in which sale and delivery of gas hereunder is to be made, or of Seller's Rules and Regulations and General Terms and Conditions filed, from time to time, with such Commission, and any subsequent revisions thereof, and to other lawful orders of regulatory authorities having jurisdiction.

14. TAX ADJUSTMENT

In addition to the Purchased Gas Adjustment referred to herein, Buyer shall reimburse Seller in an amount equal to the amount of any sales, use, transactions, occupation, service, production, severance, gathering, transmission, export or excise tax, assessment, fee or other exaction hereafter levied,

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DATE OF ISSUE: November 28, 1973

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Issued by: [Signature] Vice President Columbus, Ohio  
Name of Officer Title Address

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GENERAL TERMS AND CONDITIONS  
Rate Schedules FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

14. TAX ADJUSTMENT (Continued)

assessed or fixed by the United States or the Commonwealth of Kentucky, or any other State or other governmental authority, and any tax, assessment, exaction or fee of a similar nature or equivalent in effect (not including income, excess profits, capital stock, franchise or general property taxes), newly imposed or in addition to or greater than those being levied, assessed or fixed at January 1, 1973, if any, on, measured by, in respect of, or applicable to the natural gas to be delivered by Seller to Buyer under this agreement, for which Seller may be liable during any month of the term hereof, either directly or indirectly through any obligation to reimburse others, which has not been included in the rates and charges or in determining the unit cost under the Purchased Gas Adjustment clause set forth on Sheets 80 through 83 herein. The billing for such reimbursement shall be included, when possible, as a separate item or items in the bills to be rendered monthly by Seller to Buyer for gas sold hereunder. In the event all or any part of such tax liability is not finally determined, or if reimbursement 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 Seller to Buyer by April 1, of the year following the year of final determination and Buyer shall pay the amount due pursuant to such statement on or before May 1, of such following year.

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DEC 7 1973  
by *[Signature]*  
ENGINEER

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Name of Officer Title Address

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COLUMBIA GAS OF KENTUCKY, INC.

Sheets 122 through 131 have not  
been issued but have been reserved for future  
use.



C9-93



FORM OF SALES AGREEMENT FOR SERVICE UNDER  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1

AGREEMENT made and entered into as of the  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and  
between COLUMBIA GAS OF KENTUCKY, INC., a Kentucky Corpora-  
tion (hereinafter called Seller), and \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_  
Corporation (hereinafter called Buyer).

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

Section 1. Gas to be Sold. Seller hereby agrees  
to sell and deliver and Buyer hereby agrees to purchase and  
receive natural gas for use by Buyer in its operations at  
the delivery point specified herein and pursuant to the  
terms, conditions, and price stated in Seller's Rate Sched-  
ule(s) \_\_\_\_\_ on file with the  
Public Service Commission of Kentucky or any effective  
superseding Rate Schedule(s). The specific amounts con-  
tracted for herein shall be as follows:

Section 2. Term. This Agreement shall become  
effective on \_\_\_\_\_ and shall continue  
in effect until \_\_\_\_\_ and thereafter  
from year to year unless and until canceled by either Buyer  
or Seller giving written notice to the other no later than  
March 1, to become effective on November 1, of such year.

Section 3. Delivery Point. The delivery point  
shall be at \_\_\_\_\_

Section 4. Notices. Notices to Seller under this  
Agreement shall be addressed to it at 99 North Front Street,  
Columbus, Ohio 43215, and notices to Buyer shall be  
addressed to it at \_\_\_\_\_,  
until either party shall change its address by written notice  
to the other.

RECORDED  
PUBLIC SERVICE COMMISSION  
DEC 7 1973  
by \_\_\_\_\_

DATE OF ISSUE: November 28, 1973

DATE EFFECTIVE: With Gas  
Supplied On and After  
November 2, 1973

Issued by: \_\_\_\_\_ Vice President Columbus, Ohio  
Name of Officer Title Address

Issued to comply with an Order of the Public Service Commission of Kentucky  
dated November 2, 1973 at Case No. 5834.

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COLUMBIA GAS OF KENTUCKY, INC.

Original Sheet No. 133

P.S.C. Ky. No. 4

FORM OF SALES AGREEMENT FOR SERVICE UNDER  
RATE SCHEDULES FC-1, FI-1, FI-2, IS-1 and IUS-1  
(Continued)

Section 5. Cancellation of Previous Contracts.

This Agreement supersedes and cancels, as of the effective date hereof, the Sales Agreement dated \_\_\_\_\_.

The parties hereto have accordingly and duly executed this Agreement.

COLUMBIA GAS OF KENTUCKY, INC. \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_



DATE OF ISSUE: November 28, 1973

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Issued by: [Signature] Vice President Columbus, Ohio  
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