

A NiSource Company

P.O. Box 14241 2001 Mercer Road Lexington, KY 40512-4241

RECEVED

Mr. Jeff Derouen Executive Director Kentucky Public Service Commission P. O. Box 615 Frankfort, KY 40602

NOV 0 6 2009 PUBLIC SERVICE

COMMISSION

November 6, 2009

Dear Mr. Derouen:

Pursuant to the Commission's Order of October 26, 2009 in Case No. 2009-00141, Columbia Gas of Kentucky, Inc. hereby files its revised tariffs. An original and three copies are enclosed.

If you have any questions, please call me at (859) 288-0242. Thank you.

Sincerely,

Enclosures

### **INDEX** Sheet No. **CURRENTLY EFFECTIVE BILLING RATES** 5-7 GENERAL STATEMENT OF TERRITORY SERVED 8 GENERAL SALES SERVICE (GS AND GPS) RATE SCHEDULES Effective Base Rates General Service (GS) Natural Gas Rates 11 General Propane Service (GPS) Rates 11 Late Payment Penalties 12 Other Provisions 12 INTERRUPTIBLE SALES SERVICE (IS) RATE SCHEDULE 13-16 STANDBY SERVICE (SS) RATE SCHEDULE 17-18 INTRASTATE UTILITY SALES SERVICE (IUS) RATE SCHEDULE 22-24 SMALL VOLUME GAS TRANSPORTATION SERVICE (SVGTS) 30-32 **SMALL VOLUME AGGREGATION SERVICE (SVAS)** 33-371 DELIVERY SERVICE (DS) RATE SCHEDULE 38-40 MAIN LINE DELIVERY SERVICE (MLDS) RATE SCHEDULE 41 ALTERNATE FUEL DISPLACEMENT SERVICE (AFDS) RATE SCHEDULE 42-45 SPECIAL AGENCY SERVICE (SAS) RATE SCHEDULE 46-47 GAS COST ADJUSTMENT CLAUSE 48-51 WEATHER NORMALIZATION ADJUSTMENT 51a **ENERGY ASSISTANCE PROGRAM RIDER** 51b NATURAL GAS RESEARCH & DEVELOPMENT RIDER 51c **ENERGY EFFICIENCY AND CONSERVATION RIDER** 51d - 51gLOCAL FRANCHISE FEE OR TAX APPLICABLE TO ALL RATE SCHEDULES 52

**DATE OF ISSUE:** November 6, 2009 **DATE EFFECTIVE:** October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

#### P.S.C. Ky. No. 5 **INDEX** (Continued) Sheet No. TEMPORARY VOLUMETRIC LIMITATIONS AND CURTAILMENT PROVISIONS 53-56 **RELATING TO ALL RATE SCHEDULES** ACCELERATED MAIN REPLACEMENT PROGRAM RIDER (AMRP) 58 GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS Section No. 1,2 Commission's & Company's Rules and Regulations 60 Approvals for Subdivision Prior to Distribution Mains 3 60 4 Application for Service 60 5 Company's Right to Defer Service 60 6 Access to Premises 60 7 Right-of-Way 61 8 Turning on Gas 61 Assignment of Contract 9 61 10 Extension of Distribution Main 61-62 Extension of Service Lines 62 11 Request from High-Pressure Lines 63 12 Company Obligation to Restore Property 63 13 14 Protection of Company's Property 63 **Customer Liability** 15 63 16 Customer With More than One Meter 64 17 Meter Testing and Measurement of Natural Gas 64-67 68-69 18 Quality Possession of Gas and Warranty of Title 19 69 Force Majeure 20 70 21 Reconnection of Service 70-71 **Customer Deposits** 22 71-72 23.24 Billing/Payment 73 25 Late Payment Penalty 74 26 Returned Check Fee 74 27 Bill Adjustment and Monitoring of Customer Usage 74-75 28 **Budget Plan** 75-76 Changes in Contracted Volumes 29 78 30 Transfers Between Rate Schedules 78 Operating Information and Estimates 31 78 32 Seasonal Curtailment of Service 78-79 33 **Customer Bill Format and Content** 80-82 33a Customer Bill Format for EAP Customers 82a

DATE OF ISSUE: November 6, 2009 DATE EFFECTIVE: October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

34

35

Sales Agreement

Theft of Service

83

84

CURRENTLY EFFECTIVE BILLING RATES				
SALES SERVICE	Base Rate <u>Charge</u> \$	Gas Cost <u>Demand</u> \$	Adjustment <sup>1/</sup> Commodity	
RATE SCHEDULE GSR				
Customer Charge per billing period	12.35			12.35
Delivery Charge per Mcf	1.8715	1.2355	2.4480	5.5550
RATE SCHEDULE GSO				
Commercial or Industrial				
Customer Charge per billing period	25.13			25.13
Delivery <u>Charge per Mcf</u> -				
First 50 Mcf or less per billing period	1.8715	1.2355	2.4480	5.5550
Next 350 Mcf per billing period	1.8153	1.2355	2.4480	5.4988
Next 600 Mcf per billing period	1.7296	1.2355	2.4480	5.4131
Over 1,000 Mcf per billing period	1.5802	1.2355	2.4480	5.2637
RATE SCHEDULE IS				
Customer Charge per billing period	583.39			583.39
Delivery Charge per Mcf			2/	
First 30,000 Mcf per billing period	0.5467		2.4480 <sup>2/</sup>	2.9947
Over 30,000 Mcf per billing period	0.2905		2.4480 <sup>2/</sup>	2.7385
Firm Service Demand Charge				
Demand Charge times Daily Firm				
Volume (Mcf) in Customer Service Agreemer	nt	6.5675		6.5675
RATE SCHEDULE IUS				
Customer Charge per billing period Delivery Charge per Mcf	331.50			331.50
For All Volumes Delivered	0.7750	1.2355	2.4480	4.4586

<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. The Gas Cost Adjustment applicable to a customer who is receiving service under Rate Schedule GS or IUS and received service under Rate Schedule SVGTS shall be \$6.5153 per Mcf only for those months of the prior twelve months during which they were served under Rate Schedule SVGTS

**DATE OF ISSUE:** November 6, 2009 **DATE EFFECTIVE:** October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

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

P.S.C. Ky. No. 5

CURRENTLY EFFECTIVE BILLING RATES				
(Continued)				
TRANSPORTATION SERVICE	Base Rate Charge		Adjustment <sup>1/</sup> Commodity	Total Billing <u>Rate</u> \$
RATE SCHEDULE SS Standby Service Demand Charge per Mcf Demand Charge times Daily Firm Volume (Mcf) in Customer Service Agreement Standby Service Commodity Charge per Mcf		6.5675	2.4480	6.5675 2.4480
RATE SCHEDULE DS				
Administrative Charge per account per billing per	iod			55.90
Customer Charge per billing period <sup>2/</sup> Customer Charge per billing period (GDS only) Customer Charge per billing period (IUDS only)				583.39 25.13 331.50
Delivery Charge per Mcf <sup>2/</sup>				
First 30,000 Mcf Over 30,000 Mcf — Grandfathered Delivery Service First 50 Mcf or less per billing period Next 350 Mcf per billing period Next 600 Mcf per billing period All Over 1,000 Mcf per billing period — Intrastate Utility Delivery Service All Volumes per billing period	0.5467 0.2905			0.5467 0.2905 1.8715 1.8153 1.7296 1.5802 0. 7750
Banking and Balancing Service Rate per Mcf		0.0208		0.0208
RATE SCHEDULE MLDS				
Administrative Charge per account each billing Customer Charge per billing period Delivery Charge per Mcf Banking and Balancing Service Rate per Mcf	period	0.0208		55.90 200.00 0.0858 0.0208
<ul> <li>The Gas Cost Adjustment, as shown, is an "Gas Cost Adjustment Clause" as set forth</li> <li>Applicable to all Rate Schedule DS custome Service or Intrastate Utility Delivery Service</li> </ul>	on Sheets 48 thers except those	rough 51 of	this Tariff.	

**DATE OF ISSUE:** November 6, 2009 **DATE EFFECTIVE:** October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

P.S.C. Ky. No. 5

### **CURRENTLY EFFECTIVE BILLING RATES**

RATE SCHEDULE SVGTS	<u>Bi</u>	Iling Rate \$
General Service Residential		•
Customer Charge per billing period Delivery Charge per Mcf		12.35 1.8715
General Service Other - Commercial or Industrial		
Customer Charge per billing period		25.13
Delivery Charge per Mcf - First 50 Mcf or less per billing period Next 350 Mcf per billing period Next 600 Mcf per billing period Over 1,000 Mcf per billing period		1.8715 1.8153 1.7296 1.5802
Intrastate Utility Service		
Customer Charge per billing period Delivery Charge per Mcf		331.50 \$ 0.7750
Actual Gas Cost Adjustment 1/		
For all volumes per billing period per Mcf	(\$ 2.7108)	
RATE SCHEDULE SVAS		
Balancing Charge – per Mcf	\$ 1.0976	

**DATE OF ISSUE:** November 6, 2009 **DATE EFFECTIVE:** October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

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

P.S.C. Ky. No. 5

### COLUMBIA GAS OF KENTUCKY, INC.

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

### **APPLICABILITY**

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

### **AVAILABILITY OF SERVICE**

Available to residential, commercial and industrial sales service customers.

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

### **BASE RATES**

### Residential

Customer Charge per billing period @ \$12.35
Delivery Charge per Mcf @ \$1.8715 per Mcf

### Commercial or Industrial

Customer Charge per billing period @ \$25.13

Delivery Charge per Mcf -

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

### **MINIMUM CHARGE**

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

### **GAS COST ADJUSTMENT**

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

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

DATE OF ISSUE: November 6, 2009

DATE EFFECTIVE: October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

**Issued by:** Herbert A Miller, Jr.

President

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

### ADJUSTMENTS AND RIDERS

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

Weather Normalization Adjustment - Sheet 51a

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

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

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

Rider AMRP - Sheet No. 58

### LOCAL FRANCHISE FEE OR TAX

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

### LATE PAYMENT PENALTY

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

### OTHER PROVISIONS

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

### GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

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

DATE OF ISSUE: November 6, 2009 DATE EFFECTIVE: October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

## INTERRUPTIBLE SERVICE (IS) RATE SCHEDULE

(Continued)

### **CHARACTER OF SERVICE** (continued)

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

### **BASE RATES**

Customer Charge

\$583.39 per billing period

Delivery Charge per Mcf -

First 30,000 Mcf per billing period Over 30,000 Mcf over billing period @ \$ 0.5467 per Mcf

@ \$ 0.2905 per Mcf

### MINIMUM CHARGE

The minimum charge each billing period for gas delivered or the right of the Customer to receive same shall be the sum of the Customer Charge of \$583.39, **plus** the Customer Demand Charge as contracted for under Firm Service. (Daily Firm Volume as specified in the Customer's service agreement multiplied by the demand rate (See Sheet No. 5).

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

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

### **GAS COST ADJUSTMENT**

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

For a Customer who enters into a full sales agreement under this rate schedule after September 1, 1995, the Gas Cost Adjustment shall consist of the Expected Commodity Cost of Gas, as defined in paragraph 1 (a) of Sheet No. 48 herein, and shall not be adjusted to reflect the supplier Refund Adjustment (RA), the Actual Cost Adjustment (ACA), or the Balancing Adjustment (BA) for a period of one year from the effective date of the Customer's agreement. At the end of that one-year period, any gas purchased by the Customer under that agreement shall be subject to the Commodity Cost of Gas, including all appropriate adjustments, as defined in Sheet Nos. 48 and 49.

DATE OF ISSUE: November 6, 2009 DATE EFFECTIVE: October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

Issued by: Herbert A. Miller, Jr.

President

# INTERRUPTIBLE SERVICE (IS) RATE SCHEDULE (Continued)

### **GAS COST ADJUSTMENT** (Continued)

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

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

### **ADJUSTMENTS AND RIDERS**

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

Rider for Natural Gas Research & Development –Sheet No. 51c Rider AMRP – Sheet No. 58

### LOCAL FRANCHISE FEE OR TAX

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

### LATE PAYMENT PENALTY

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

#### PENALTY CHARGE FOR FAILURE TO INTERRUPT

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

### PAYMENT FOR UNAUTHORIZED TAKES

Gas taken on any day in excess of one hundred three percent (103%) of the specified Maximum Daily Volume set forth in the Sales Agreement shall constitute unauthorized takes unless prior approval for additional volumes has been granted by Company. The sum of all such unauthorized takes in a billing month shall be billed at the rate of twenty-five dollars (\$25) per Mcf for gas so taken. Payment for such unauthorized takes shall be in addition to the charges specified in this rate schedule. Customer

DATE OF ISSUE: November 6, 2009

DATE EFFECTIVE: October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

**Issued by:** Herbert A. Miller, Jr.

P.S.C. Ky. No. 5

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

### **APPLICABILITY**

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

### **AVAILABILITY OF SERVICE**

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

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

### CHARACTER OF SERVICE

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

#### **BASE RATE**

Customer Charge per billing period \$331.50

Delivery Charge per Mcf —

For all gas delivered each billing period \$0.7750 per Mcf.

### MINIMUM CHARGE

The minimum charge shall be the Customer Charge.

### **GAS COST ADJUSTMENT**

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

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

### ADJUSTMENTS AND RIDERS

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

Rider for Natural Gas Research & Development –Sheet No. 51c Rider AMRP – Sheet No. 58

DATE OF ISSUE: November 6, 2009 DATE EFFECTIVE: October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

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

### CHARACTER OF SERVICE

Service provided under this schedule shall be considered firm service.

### **DELIVERY CHARGE**

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

### General Service Residential

Customer Charge per billing period	\$ 12.35
------------------------------------	----------

Delivery Charge \$1.8715 per Mcf

### General Service Other - Commercial or Industrial

Customer	Charge	per billing period	\$25.13
			<b>*</b>

First 50 Mcf or less per billing period \$1.8715 per Mcf
Next 350 Mcf per billing period \$1.8153 per Mcf
Next 600 Mcf per billing period \$1.7296 per Mcf
Over 1,000 Mcf per billing period \$1.5802 per Mcf

### Intrastate Utility Service

Customer Charge per billing period	\$331.50
Delivery Charge per Mcf	\$0.7750

### ADJUSTMENTS AND RIDERS

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

Weather Normalization Adjustment - Sheet 51a

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

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

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

Rider AMRP - Sheet No. 58

**DATE OF ISSUE:** November 6, 2009 **DATE EFFECTIVE:** October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

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

### **APPLICABILITY**

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

### **AVAILABILITY**

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

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

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

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

### **BASE RATE**

Administrative Charge per account per b	pilling period	\$55.90
Customer Charge per billing period		\$583.39
Customer Charge per billing period (GD:	S only)	\$25.13
Customer Charge per billing period (IUD	OS only)	\$331.50
Delivery Charge per Mcf -	• ,	
First 30,000 Mcf	\$0.5467 per Mcf for all gas delivered	each billing month.
Over 30,000 Mcf	\$0.2905 per Mcf for all gas delivered	each billing month.
Grandfathered Delivery Service	-	
First 50 Mcf per billing period		\$1.8715
Next 350 Mcf per billing period		\$1.8153
Next 600 Mcf per billing period		\$1.7296
All Over 1,000 Mcf per billing period		\$1.5802
Intrastate Utility Delivery Service		
All volumes per billing period		\$0.7750
Banking and Balancing Service		
Rate per Mcf		\$0.0208

DATE OF ISSUE: November 6, 2009 DATE EFFECTIVE: October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

P.S.C. Ky. No. 5

President

### COLUMBIA GAS OF KENTUCKY, INC.

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

### ADJUSTMENTS AND RIDERS

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

Weather Normalization Adjustment – Sheet No. 51a- Applicable to GDS Customers Only Rider for Natural Gas Research & Development –Sheet No. 51c Rider AMRP – Sheet No. 58

### LATE PAYMENT PENALTY

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

### BANKING AND BALANCING SERVICE

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

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

### NOMINATION AND SCHEDULING OF TRANSPORTATION DELIVERIES

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

### **FLEX PROVISION**

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

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

**DATE OF ISSUE:** November 6, 2009 **DATE EFFECTIVE:** October 27, 2009

Ilssued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

Issued by: Herbert A. Miller, Jr.

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

#### **APPLICABILITY**

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

#### **AVAILABILITY**

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

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

### **RATE**

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

### ADMINISTRATIVE CHARGE

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

### **CUSTOMER CHARGE**

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

### **BANKING AND BALANCING SERVICE**

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

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

### ADJUSTMENTS AND RIDERS

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

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

### NOMINATION AND SCHEDULING OF TRANSPORTATION DELIVERIES

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

DATE OF ISSUE: November 6, 2009

DATE EFFECTIVE: October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

Issued by: Herbert A. Miller, Jr.

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

### GAS COST ADJUSTMENT CLAUSE - (Continued)

(7) The Gas Cost Uncollectible Rate (GCUR) on a dollar-per-Mcf basis, which is calculated by multiplying the Expected Commodity Gas Cost times the uncollectible accrual rate used to establish rates in Columbia's most recent rate case.

### **Billing**

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

GCA = EGC + RA + ACA + BA+GCIA+OSCRA+GCUR

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

### **Hedging Plan**

In accordance with the Company's hedging plan approved by the Commission, the Company will utilize gas futures and/or fixed price gas contracts for the purpose of hedging the price of its gas purchases within the parameters established in the hedging plan. By June 1 of each year, the Company shall file a report with the Commission that details said hedging activity during the twelve month period ended March 31. The report will include details of hedge positions taken for future months.

**DATE OF ISSUE:** November 6, 2009 **DATE EFFECTIVE:** October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

ISSUED BY: Herbert A. Miller, Jr. President

## WEATHER NORMALIZATION ADJUSTMENT CLAUSE APPLICABLE TO GS, SVGTS, GDS AND GPS RATE SCHEDULES

### **WEATHER NORMALIZATION ADJUSTMENT (WNA)**

The sales to Residential and Commercial Customers under Rate Schedules GS, SVGTS, GDS and GPS shall be increased or decreased monthly by an amount hereinafter described as the Weather Normalization Adjustment (WNA).

Determination of WNA

Weather normalized volumes shall be utilized during the December through April billing months to calculate the non-gas portion of the bills of all heating Customers served under Rate Schedules GS, SVGTS, GDS and GPS. During the remainder of the year May through November, the monthly bills shall be computed based on actual consumption.

Weather Normalization Adjustment will be calculated using the following formula:

WNA = [(Actual Mcf - Base Load Mcf) \* (Normal Degree Days / Actual Degree Days)]

Each customer's base load will be determined individually, and will be recomputed annually. Rates used in the computation of the WNA shall be determined based on the applicable base rate charge as set forth on Sheet No. 5 of this tariff.

DATE OF ISSUE: November 6, 2009 DATE EFFECTIVE: October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

**Issued by:** Herbert A. Miller, Jr.

President

### ENERGY EFFICIENCY AND CONSERVATION RIDER ENERGY EFFICIENCY/CONSERVATION PROGRAM COST RECOVERY

### **APPLICABILITY**

Applicable to residential and commercial customers under the GS and SVGTS rate schedules.

### **PURPOSE**

The Energy Efficiency/Conservation Program is a demand-side management (DSM) program established to promote conservation and the efficient use of natural gas by Company's residential and commercial customers.

The Energy Efficiency/Conversation Program Recovery Component (EECPRC) shall be updated annually and applied to applicable customer's bills becoming effective with meter readings beginning with Company's February Unit 1 bills.

### **DETERMINATION OF EECPRC**

The Company shall file an annual report with the Commission which shall contain updated EECPRC rates at least thirty (30) days prior to the effective date of the new rates. The annual amount computed under the Energy Efficiency/Conservation Program Cost Recovery Component shall be collected based on the EECPRC amount divided by the expected number of customers for the upcoming program year. The EECPRC is calculated using the following formula:

EECPRC = EECPCR + EECPLS + EECPI + EECPBA

Whereby:

### EECPCR = ENERGY EFFICIENCY/CONSERVATION PROGRAM COST RECOVERY

The EECPCR shall include all expected costs of DSM measures which have been approved by the Commission for each twelve month period for Energy Efficiency/Conservation programs of the Company "approved programs". Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating EECP programs. In addition, all costs incurred including, but not limited to, costs for consultants, employees and administrative expenses, will be recovered through the EECPCR.

### **EECPLS = EECP REVENUE FROM LOST SALES**

Revenues from lost sales due to EECP programs implemented on and after the effective date of this tariff will be recovered as follows:

**DATE OF ISSUE:** November 6, 2009 **DATE EFFECTIVE:** October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

# ENERGY EFFICIENCY AND CONSERVATION RIDER ENERGY EFFICIENCY/CONSERVATION PROGRAM COST RECOVERY (Continued)

### **EECPLS = EECP REVENUE FROM LOST SALES** (continued)

The estimated reduction in customer usage (in Mcf) as a result of the approved programs shall be multiplied by the delivery charge per Mcf for purposes of determining the lost revenue to be recovered hereunder.

The aggregate lost revenues attributable to the program participant shall be divided by the estimated number of customers for the upcoming twelve-month period to determine the applicable EECPLS surcharge.

Revenues collected hereunder are based on engineering estimates of energy savings, actual program participation and estimated number of customers for the upcoming twelve-month period. At the end of each such period, any difference between the lost revenues actually collected hereunder and the lost revenues determined after any revisions of the engineering estimates, actual program participation and numbers of customers are accounted for shall be reconciled in future billings under the EECP Balance Adjustment (EECPBA) component.

#### **EECPI = EECP INCENTIVE**

For all Energy Efficiency/Conservation Programs, the EECP incentive amount shall be computed by multiplying the net resource savings estimated from the approved programs times fifteen (15) percent. Net resource savings are defined as program benefits less utility program costs and participant costs where program benefits will be calculated on the basis of the present value of Company's avoided commodity costs over the expected life of the program.

The EECP incentive amount shall be divided by the expected number of customers for the upcoming twelve-month period to determine the EECPI. EECP incentive amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.

### EECPBA = EECP BALANCE ADJUSTMENT

The EECPBA shall be calculated on a twelve-month basis and is used to reconcile the difference between the amount of revenues actually billed through the EECPCR, EECPLS, EECPI and previous application of the EECPBA and the revenues which should have been billed.

The program has an October year-end with rates to be effective with meter readings beginning on and after Company's February Unit 1 billing cycle.

DATE OF ISSUE: November 6, 2009 DATE EFFECTIVE: October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

# ENERGY EFFICIENCY AND CONSERVATION RIDER ENERGY EFFICIENCY/CONSERVATION PROGRAM COST RECOVERY (Continued)

### EECPBA = EECP BALANCE ADJUSTMENT (continued)

The EECPBA is the sum of the following components:

- The difference between the amount billed in a twelve-month period from the application of the EECPCR component and the actual cost of the approved programs during the same twelve-month period.
- The difference between the amount billed during the twelve-month period from the application of the EECPLS component and the amount of lost revenue determined for the actual DSM measures implemented during the twelvemonth period.
- The difference between the amount billed during the twelve-month period from the application of the EECPI component and the incentive amount determined for the actual DSM measures implemented during the twelve-month period.
- Interest to be calculated at a rate equal to the average of the "3-month Commercial Paper Rate" for the immediately preceding 12-month period.

The balance adjustment amounts, plus interest, shall be divided by the expected number of customers for the upcoming twelve-month period to determine the EECPBA for each rate class.

### **MODIFICATIONS TO EECPRC**

The filing of modifications to the EECPRC which require changes in the EECPCR component shall be made at least two months prior to the beginning of the effective period for billing. Modifications to other components of the EECPRC shall be made at least thirty days prior to the effective period for billing. Each filing shall include the following information as applicable:

- (1) A detailed description of each EECP program, the total cost of each program over the previous twelve-month period and budgeted costs for the next program year, an analysis of expected resource savings, information concerning the specific EECP measures to be installed, and any applicable studies which have been performed, as available.
- (2) A statement setting forth the detailed calculation of the EECPCR, EECPLS, EECPI, EECPBA and EECPRC.

**DATE OF ISSUE:** November 6, 2009 **DATE EFFECTIVE:** October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

# ENERGY EFFICIENCY AND CONSERVATION RIDER ENERGY EFFICIENCY/CONSERVATION PROGRAM COST RECOVERY (Continued)

### **MODIFICATIONS TO EECPRC** (continued)

Each change in the EECPRC shall be placed into effect with meter readings on and after the effective date of such change.

### Adjustment Factors: Per Meter per Billing Period

### Residential:

EECPCR	\$0.61
EECPLS	\$0.03
EECPI	\$0.12
EECPBA	<u>\$0.00</u>

Total EECPRC for Residential Customers \$0.76

### Commercial:

\$0.00
\$0.00
\$0.00
<u>\$0.00</u>

Total EECPRC for Commercial Customers \$0.00

**DATE OF ISSUE:** November 6, 2009 **DATE EFFECTIVE:** October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

## RIDER AMRP ACCELERATED MAIN REPLACEMENT PROGRAM RIDER

### **APPLICABILITY**

Applicable to all customers receiving service under the Company's Rate Schedules GS, IS, IUS, SVGTS, DS and SAS.

### CALCULATION OF ACCELERATED MAIN REPLACMENT RIDER REVENUE REQUIREMENT

The AMRP Rider Revenue Requirement includes the following:

- a. AMRP-related Plant In-Service not included in base gas rates minus the associated AMRP-related accumulated depreciation and accumulated deferred income taxes;
- b. Retirement and removal of plant related to AMRP construction;
- c. The rate of return on the net rate base is the overall rate of return on capital authorized in the Company's latest base gas rate case, grossed up for federal and state income taxes;
- d. Depreciation expense on the AMRP = related Plant In-Service less retirement and removals; and;
- e. Reduction for savings in Account No. 887 Maintenance of Mains.

### ACCELERATED MAIN REPLACEMENT PROGRAM FACTORS

All customers receiving service under Rate Schedules GSR, GSO, IS, IUS, SVGTS, DS, GDS and SAS shall be assessed a monthly charge in addition to the Customer Charge component of their applicable rate schedule that will enable the Company to complete the accelerated main replacement program.

Rider AMRP will be updated annually, in order to reflect the impact on the Company's revenue requirements of net plant additions as offset by operations and maintenance expense reductions during the most recent twelve months ended December. Such adjustment to the Rider will become effective with meter readings on and after the first billing cycle of June, and will reflect the allocation of the required revenue increase based on the revenue distribution approved by the Commission.

The charges for the respective gas service schedules for the revenue month beginning June 2010 per billing period are:

Rate GSR, Rate SVGTS - Residential Service	\$0.00
Rate GSO, Rate GDS, Rate SVGTS - Commercial or Industrial Service	\$0.00
Rate IUS, Rate IUDS	\$0.00
Rate IS, Rate DS <sup>1/</sup> , Rate SAS	\$0.00

1/ - Excluding customers subject to Flex Provisions of Rate Schedule DS

**DATE OF ISSUE:** November 6, 2009 **DATE EFFECTIVE:** October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

Issued by: Herbert A. Miller, Jr.

President

### COLUMBIA GAS OF KENTUCKY, INC.

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

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

### Failure of Measuring Equipment. - (Continued)

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

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

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

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

### **Standard Delivery Pressure**

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

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

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

**DATE OF ISSUE:** November 6, 2009 **DATE OF EFFECTIVE:** October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

Issued by: Herbert A. Miller, Jr.

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

### 20. FORCE MAJEURE

Neither Company nor Customer shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts affecting the company or its suppliers of gas, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

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

### 21. RECONNECTION OF SERVICE

If service is discontinued at the request of any Customer, Company may refuse service to such Customer, at the same premises within eight (8) months, unless it shall first receive payment of ninety-nine dollars (\$99, current minimum charge of \$12.35 times 8 months – rounded) for residential customers reconnect fee and two-hundred one dollars and four cents (\$201, current customer charge of \$25.13 times 8 months- rounded) for commercial customers reconnect fee.

Company will charge a reconnect fee of twenty-five dollars (\$25) when service has been disconnected for nonpayment of bills or for violation of Company's Rules and Regulations and Customer has qualified for and requested the service to be reconnected. Customers exempt from the reconnect fee must qualify under the Commission's Winter Hardship Reconnection Rules, as stated:

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

**DATE OF ISSUE:** November 6, 2009 **DATE EFFECTIVE:** October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

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

### 25. LATE PAYMENT PENALTY

A Late Payment Penalty of five percent (5%) may be assessed, only once on any bill for rendered services, if Customer fails to pay bill by the due date shown on Customer's bill. Any payment received will first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges. Customers enrolled in utility bill assistance programs (including those customers who have been issued a Certificate of Need) shall not be charged a late payment charge.

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

### 26. RETURNED CHECK FEE

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

### 27. BILL ADJUSTMENT AND MONITORING OF CUSTOMER USAGE

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

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

DATE OF ISSUE: November 6, 2009 DATE EFFECTIVE: October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

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

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

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

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

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

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

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

### 28. BUDGET PLAN

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

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

**DATE OF ISSUE:** November 6, 2009 **DATE OF EFFECTIVE:** October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

## GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued

### 28. BUDGET PLAN - (Continued)

### Twelve Month Equal Payment Plan - (Continued)

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

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

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

Discontinuance of service at Customer's request;

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

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

**DATE OF ISSUE:** November 6, 2009 **DATE OF EFFECTIVE:** October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

Issued by: Herbert A. Miller

President

DATE OF ISSUE: November 6, 2009

DATE EFFECTIVE: October 27, 2009

Mallandahdalahdaldaldadadandl

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

167735450010006000001542362621

blalladdaldalladladladladdaldaldaddald

P.S.C. Ky. No. 5

### GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS

(Continued)



A NiSource Company

### Gas Bill

Apsidantial Service

17

Page 2 of 2

ACCOUNT MAINTAL

Statement Date 04/07/2009 4411

### Legal Notices

Rate Schedule information about rate achedules is available upon request.

Bankruptcy Hotlicas Mail to Columbia Gas of Kentycky , Revanue Recovery , 200 Civic Center On., Columbus, OH 43215 .

Other Correspondence (except payments) Mell to Columbia Gas of Kentucky , P.O. Box 2018 , Columbus, OR 43218-2378

### Safety Tips

Oder of Gas We add a distinctive oder to your natural gas to elect you to a leak in or ercund your home. If you small an oder of gas:

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

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

Employee Identification All of our employees and approved meter repoints and contractors carry photo identification, if summone claims to represent the gas company, sak to see identification. Cell the police if you see suspicious activity.

### **Detail of Charges for Gas Service**

93.40
\$11.42
\$55.87
\$01.07
\$2.43
52.31

### AMRP Rider

Energy Efficiency/ Conservation Rider

Energy Assistance Program Surcharge \$0.29

### Total Charges for Service This Period \$81.49

Service Charges Notes

The Customer Change covers a portion of the lived costs required to ensule that natives due to assume that natives due service is available to your home. This enough is the same with each bill.

Gas Delivery Charges are the costs of delivering the gas to retail customers. The charges for these services are regulated and must be purchased from the local distribution company.

Get Supply Cost includes the cost of natural get, intertain pipeline charges, and is correct costs, and is executed through to customers at cost without markets.

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

5

DATE OF ISSUE: November 6, 2009 DATE EFFECTIVE: October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

P.S.C. Ky. No. 5

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

### 33. CUSTOMER BILL FORMAT AND CONTENT - (Continued)

### 9. Customer Account Number -

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

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

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

### 12. Gas Supply Cost -

The total gas supply cost amount will vary as gas usage varies. If Customer chooses an alternative supplier, the supplier's name will also appear on the Customer's bill.

#### 13. Due Date & Amount -

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

### 14. Gas Used -

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

### 15. Message Area -

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

### 16. Columbia Gas Information -

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

### 17. Back of Bill -

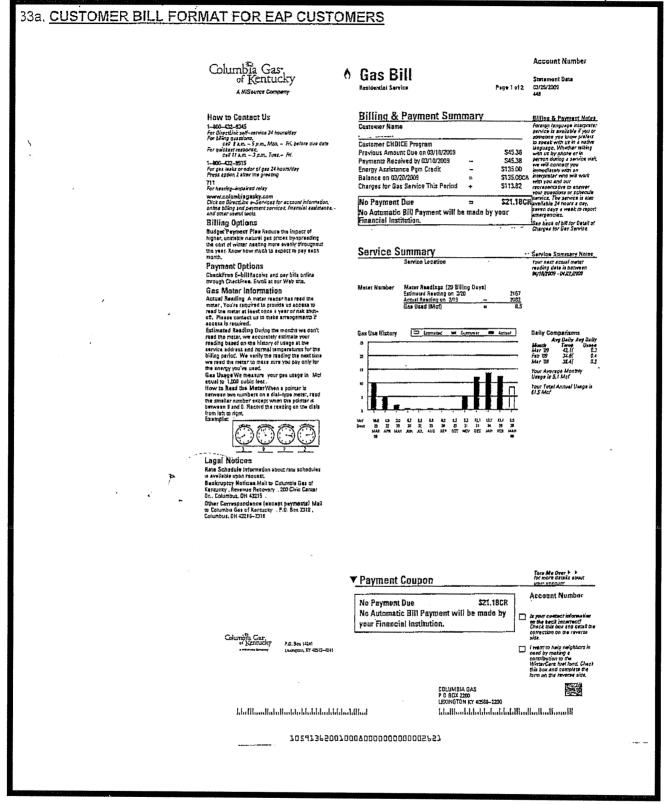
the back of your bill includes additional information about services, including an explanation and other information for customers.

**DATE OF ISSUE**: November 6, 2009 **DATE EFFECTIVE**: October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

Issued by: Herbert A. Miller, Jr.

P.S.C. Ky. No. 5



DATE OF ISSUE: November 6, 2009 DATE EFFECTIVE: October 27, 2009

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00141 dated October 26, 2009

ISSUED BY: Herbert A. Miller, Jr.

President