COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 IV. RATE STRUCTURE
B. GAS UTILITIES

6. Supply copies of all present and proposed gas tariffs.

Response:

Please see attached present and proposed gas tariffs. The "present" tariff appears as Attachment 1 and the proposed tariff pages appear as Attachment 2.

Supplement No. 266 to
Tariff Gas – Pa. P.U.C. No. 9

COLUMBIA GAS OF PENNSYLVANIA, INC.

121 Champion Way, Suite 100 **Canonsburg, Pennsylvania**

RATES AND RULES

FOR

FURNISHING GAS SERVICE

IN

THE TERRITORY AS DESCRIBED HEREIN

ISSUED: December 27, 2017 EFFECTIVE: January 1, 2018

ISSUED BY: M. A. HUWAR, PRESIDENT
121 CHAMPION WAY, SUITE 100
CANONSBURG, PENNSYLVANIA 15317

NOTICE

This Tariff Supplement Makes Changes to the Existing Tariff - See List of Changes Made by This Tariff Supplement on Page No. 2

Supplement No. 266 to
Tariff Gas – Pa. P.U.C. No. 9
Two Hundred thirty-ninth Revised Page No. 2
Columbia Gas of Pennsylvania, Inc. **Canceling Two Hundred thirty-eighth Revised Page No. 2**

LIST OF CHANGES MADE BY THIS TARIFF SUPPLEMENT

Page	Page Description	Revision Description
Cover	Tariff Cover Page	Supplement No., Issue and Effective Date.
2	List of Changes	List of Changes.
16	Rate Summary	The "Pass-through Charge" has increased. The "Total Effective Rate" has increased.
21	Rider Summary	The "Universal Service Plan – Rider USP" has increased.
21b	Pass-through Charge Summary	The "Universal Service Plan – Rider USP" has increased. The "Total Pass-through Charge" has increased for rate schedules RSS and RDS.

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FOR FUTURE USE

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FOR FUTURE USE

Supplement No. 252 to
Tariff Gas – Pa. P.U.C. No. 9
Sixteenth Revised Page No. 2c
Columbia Gas of Pennsylvania, Inc. **Canceling Fifteenth Revised Page No. 2c**

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FOR FUTURE USE

Supplement No. 252 to
Tariff Gas – Pa. P.U.C. No. 9
Fifteenth Revised Page No. 2d
Columbia Gas of Pennsylvania, Inc. **Canceling Fourteenth Revised Page No. 2d**

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FOR FUTURE USE

Supplement No. 251 to
Tariff Gas – Pa. P.U.C. No. 9
Ninety-ninth Revised Page No. 3
Canceling Ninety-seventh and
Ninety-eighth Revised Page No. 3

Columbia Gas of Pennsylvania, Inc.

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Columbia Gas of Pennsylvania, Inc. **Canceling Sixty-ninth Revised Page No. 4**

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Tariff Gas – Pa. P.U.C. No. 9
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Tariff Gas – Pa. P.U.C. No. 9
Eighth Revised Page No. 7

Columbia Gas of Pennsylvania, Inc. **Canceling Sixth and Seventh Revised Page No. 7**

DESCRIPTION OF TERRITORY

ADAMS COUNTY

Abbottstown
Arendtsville
Aspers
Bendersville
Berwick Township
Biglerville
Butler Township
Caledonia
Cashtown
Conewago Township*
Cumberland Township
East Berlin
Fairfield
Fayetteville
Franklin Township
Freedom Township
Germany Township
Gettysburg
Hamilton Township
Hamiltonban Township
Hemptom
Littlestown
McSherrystown*
Menallen Township
Mt. Joy Township
Mt. Pleasant Township
New Oxford
Oxford Township
Reading Township
Strabane Township
Table Rock
Two Taverns
Tyrone Township
Union Township

ALLEGHENY COUNTY

The Company is certified to serve in all cities, boroughs and townships in Allegheny County.

ARMSTRONG COUNTY

Distant
Hovey Township
Madison Township
Mahoning Township
McWilliams
New Salem
Oakland
Oak Ridge
Parker City
Perry Township
Red Bank Township
South Bethlehem

BEAVER COUNTY

The Company is certified in serve in all cities, boroughs and townships in Beaver County.

BEDFORD COUNTY

Cumberland Valley Township
Londonderry Township
Mann Township
Southampton Township
State Line

BUTLER COUNTY

Adams Township
Allegheny Township
Annandale
Annisville
Brady Township
Bruin
Center Township
Cherry Township
Clay Township
Concord Township
Cranberry Township

BUTLER COUNTY (continued)

Criders Corners
Deegan
Eau Claire
Fairview
Fairview Township
Fallowfield Township
Forestville
Franklin Township
Harrisville
Karns City **
Marion Township
Mercer Township
Muddy Creek Township
North Washington
Parker Township
Slippery Rock Township
Valencia
Valencia Township
Washington Township
West Liberty
Wick
Worth Township

CENTRE COUNTY * (C)**

Bellefonte
Benner Township
Boggs Township
Burnside Township
College Township
Ferguson Township
Harris Township
Patton Township
Potter Township
Snow Shoe Township
Spring Township
State College
Union Township

* Territory formerly served under Tariff Gas-Pa. P.U.C. No. 7.
** Limited to industrial service to Permanent Service Identification (PSID) 400473084. (C)
*** Territory formerly served under Tariff Gas-Pa. P.U.C. No. 6.

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Third Revised Page No. 8
Columbia Gas of Pennsylvania, Inc. **Canceling First and Second Revised Page No. 8**

DESCRIPTION OF TERRITORY (Continued)

CHESTER COUNTY

Coatesville*

CLARION COUNTY

Ashland Township
Beaver Township
Callensburg
Climax
Dutch Hill
Elk City
Elk Township
Fairmont City
Foxburg
Hawthorne
Huey
Knox
Lamartine
Lawsonham
Leatherwood
Licking Township
Madison Township
Mayport
Monroe
New Bethlehem
Perry township
Perryville
Porter Township
Red Bank Township
Richland Township
Rimersburg
Salem
Salem Township
Shippenville
St. Petersburg
Toby Township
Turkey City
Turnip Hole
Wentlings
West Freedom
West Monterey

CLEARFIELD COUNTY

Burnside Township
Jordon Township**
Union Township

ELK COUNTY

Highland Township
Nansen
Russell city

FAYETTE COUNTY

The Company is certified to serve in all cities, boroughs and townships in Fayette County.

FRANKLIN COUNTY

Antrim Township
Caledonia
Greencastle
Greene Township
Guilford Township
Mercersburg
Mont Alto
Montgomery Township
Nunnery
Peters Township
Quincy
Quincy Township
Shady Grove
Washington Township
Waynesboro

FULTON COUNTY

Bethel Township
Thompson Township
Union Township

GREENE COUNTY

The Company is certified to serve in all cities, boroughs and townships in Greene County. (C)

INDIANA COUNTY

Center Township***
Cherryhill Township**
Clymer
White Township***

JEFFERSON COUNTY

Beaver Township
Clover Township
Heath Township
Iowa
Knox Township
Pine Creek Township
Polk Township
Ringgold Township
Rose Township
Summerville
Union Township
Warsaw Township
Winslow Township

* Limited to industrial service to Permanent Service Identification (PSID) 400495160. (C)
** Limited to industrial service to Permanent Service Identification (PSID) 500254711 and 500254712. (C)
*** Limited to service to customers located within the industrial park owned by Indiana County Industrial Development Authority and Indiana County Development Corporation.

(C) Indicates Change

Supplement No. 238 to
Tariff Gas – Pa. P.U.C. No. 9
Third Revised Page No. 9

Columbia Gas of Pennsylvania, Inc. **Canceling First and Second Revised Page No. 9**

DESCRIPTION OF TERRITORY (Continued)

LAWRENCE COUNTY

Bessemer
Big Beaver Township
Chewton
Ellport
Ellwood City
Energy
Harlansburg
Hickory Township
Joyce
Little Beaver Township
Mt. Jackson
(C) Neshannock Township
New Castle
North Beaver Township
Perry Township
Princeton
Scott Township
Shenango Township
Slippery Rock Township
South New Castle
Taylor Township
Union Township
Wampum
Wayne Township
Wurtemburg

McKEAN COUNTY

Bradford
Bradford Township
Custer City
Dallas City
Degolia
Derrick City
Foster Brook
Foster Township
Lafayette Township
Lewis Run
Mt. Alton
Tune

MERCER COUNTY

Liberty Township
North Liberty

SOMERSET COUNTY

Addison Township
Berlin
Brothers Valley Township
Elk Lick Township
Greenville Township
Meyersdale
Salisbury
Somerset
Somerset Township
Southampton Township
Summit Township

VENANGO COUNTY

Clintonville
Clinton Township
Dotter
Emlenton
Freedom
Irwin Township
Mariasville
Nickleville
Pittsville
Richland Township
Rockland Township
Scrubgrass Township

WARREN COUNTY

Conewango Township
Glade Township
Mead Township
Pleasant Township
Russell
Shefield Township
Starbrick
Warren

WASHINGTON COUNTY

The Company is certified to serve in all cities, boroughs and townships in Washington County.

WESTMORELAND COUNTY

Alverton
Ardara
Buzzardtown
Cereal
Circleville
Coal Hollow
Collinsburg
Cowansburg
East Huntingdon Township
Eldora
Fellsburg
Fells Chapel
Foxtone
Grapeville
Gratztown
Hahntown
Hempfield Township
Herminie
Irwin
Jeannette
Lowber
Madison
Marchland
Monessen
Mt. Pleasant
Mt. Pleasant Township
North Huntington Township
Penglyn
Penn
Penn Township
Rilton
Rostrover Township
Ruffsdale
Rural (Scottdale)
Scottdale
Sewickley Township
Shafton
Smithton
South Huntingdon Township
Stewartsville
Straw Pump
Sutersville
Tarr
Unity Township
West Newton
Youngwood

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Third Revised Page No. 10
Columbia Gas of Pennsylvania, Inc. **Canceling First and Second Revised Page No. 10**

DESCRIPTION OF TERRITORY (Continued)

YORK COUNTY *

Carroll Township
Codorus Township**
Conewago Township
Dallastown
Dillsburg
Dover
Dover Township
East Hopewell Township
East Manchester Township
East Prospect
Fawn Township
Glen Rock
Hallam
Hallam Township
Hanover
Hopewell Township
Jackson Township
Jacobus
Jefferson
Loganville
Lower Chancefore Township
Lower Windsor Township
Manchester
Manchester Township
Manheim Township
Mount Wolf
Newberry Township
New Freedom
North Codorus Township
North York
Paradise Township
Penn Township
Railroad
Red Lion
Seven Valleys
Shrewsburg
Shrewsburg Township
Springettsbury Township
Springfield Township
Spring Garden Township
Spring Grove
Stewartstown

YORK COUNTY (continued)

Warrington Township
Washington Township
Wellsville
West Manchester Township
West Manheim Township
West York
Windsor
Windsor Township
Wrightsville
Yoe
York
Yorkana
York Haven
York New Salem
York Township

* Territory formerly served under Tariff Gas – Pa. P.U.C. No. 7 with the exception of Codorus and Manheim Townships and portions of East Manchester, Hallam, Manchester and Penn Townships.

** Limited to industrial service to Permanent Service Identification (PSID) 400472432. (C)

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Ninth Revised Page No. 11
Columbia Gas of Pennsylvania, Inc. **Canceling Seventh and Eighth Revised Page No. 11**

RATES AVAILABLE UNDER THIS TARIFF

RATES AVAILABLE FOR RESIDENTIAL ACCOUNTS

Rate RDS - Residential Distribution Service (pp. 78-80)

Available for a Residential customer or a group of Residential customers that has an aggregate annual demand of at least 53,650 thm or a minimum of 50 customers being served pursuant to the aggregation provisions of the Rules Applicable to Distribution Service.

A Residential customer under this rate schedule may use gas supply for distributed generation equipment such as reciprocating engines, gas turbines, and fuel cells used for electrical power generation for the customer's own use provided, that the Company's facilities are adequate to provide the requested service.

Rate RSS - Residential Sales Service (pp. 76-77)

This rate schedule is available, at one location, for the total requirements of any residential customer.

A Residential customer under this rate schedule may use gas supply for distributed generation equipment such as reciprocating engines, gas turbines, and fuel cells used for electrical power generation for the customer's own use provided, that the Company's facilities are adequate to provide the requested service.

(C) Indicates Change

RATES AVAILABLE UNDER THIS TARIFF - continued

RATES AVAILABLE FOR NON-RESIDENTIAL ACCOUNTS

Rate CDS - Cogeneration Distribution Service (pp. 125-126)

Available to any customer who qualifies as a cogenerator under Section 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA). Customer must demonstrate to the Company's satisfaction that qualifying cogeneration gas burning equipment will be installed and only gas used for cogeneration will be billed at the rate negotiated under this rate schedule. Service is available when such customer acquires its own gas and executes a contract with the Company for distribution service in accordance with all terms and conditions of such contract. Separate metering and piping to qualifying end use equipment will be required.

Service under this rate schedule shall not be available to a customer who is a Priority 1 Customer, as defined in the Service Limitations section of this tariff and is using gas to generate electricity for Essential Human Needs Use, as defined in the Service Limitations section of this tariff, shall be required to purchase Standby Service if an alternate fuel is not available to generate electricity to cover the electricity peak day requirement.

Rate DGDS - Distributed Generation Distribution Service (pp. 137-138)

Available, at one location, for the distribution requirements of any commercial or industrial customer using distributed generation equipment such as reciprocating engines, gas turbines, microturbines, and fuel cells used for electrical power generation. Service is available when such customer executes a contract with the Company for a period mutually agreed to between the Company and the customer for distribution service in accordance with all terms and conditions of such contract. Provided that the Company's facilities are adequate to provide the requested service. Customer may not take service under any other rate schedule except Rate SS – Standby Service.

Rate EGDS – Electric Generation Distribution Service (pp. 127-128) (C)

Available to any customer who uses gas to generate electricity for sale, either wholesale or retail; provided that such sale of electricity is subject to the regulatory jurisdiction of either the Pennsylvania Public Utility Commission or the Federal Energy Regulatory Commission. Service is available when such customer acquires its own gas and executes a contract with the Company for distribution service in accordance with all terms and conditions of such contract.

Rate LDS - Large Distribution Service (pp. 103-106)

Available to any commercial or industrial customer whose annual throughput requirement (determined under the Customer Charge provisions of Rate LDS) is in excess of 540,000 thm, and who does not take service under any other rate schedule except Rate SS-Standby Service.

Rate LGSS - Large General Sales Service (pp. 100-102)

This rate schedule is available, at one location, for the total requirements of any commercial or industrial customer whose purchase requirements are in excess of 64,400 thm, and who does not contract for distribution service.

(C) Indicates Change

RATES AVAILABLE UNDER THIS TARIFF - continued

RATES AVAILABLE FOR NON-RESIDENTIAL ACCOUNTS - continued

Rate MLDS - Main Line Distribution Service (pp. 111-114)

Available at one location, for the total requirements of a commercial or industrial customer when the Customer meets either one of the following qualifications:

(a) the Customer has annual throughput requirements in excess of 274,000 thm and is connected directly through a dual-purpose meter to facilities of an Interstate pipeline supplier of the Company ("Class I MLS Customer"); or

(b) the Customer has annual throughput requirements of not less than 2,146,000 thm and there are two (2) miles or less of pipeline facilities of the Company connecting the Customer to facilities of an interstate pipeline supplier of the Company ("Class II MLS Customer"), and meets all of the following conditions:

1) Customer does not take service under any other rate schedule except Rate SS – Standby Service, and

2) Customer acquires its own gas and executes an application and agreement with the Company as specified in the Rules Applicable to Distribution Service section of this Tariff, for a period of not less than one (1) year for distribution service in accordance with all terms and conditions of such contract.

Rate MLSS - Main Line Sales Service (pp. 107-110)

Available at one location, for the total requirements of a commercial or industrial customer when the Customer meets either one of the following qualifications:

(a) the Customer has annual throughput requirements in excess of 274,000 thm and is connected directly through a dual-purpose meter to facilities of an Interstate pipeline supplier of the Company ("Class I MLSS Customer"); or

(b) the Customer has annual throughput requirements of not less than 2,146,000 thm and there are two (2) miles or less of pipeline facilities of the Company connecting the Customer to facilities of an interstate pipeline supplier of the Company ("Class II MLSS Customer").

Rate NCS - Negotiated Contract Service (pp. 115-116)

Available to any commercial or industrial customer, at the Company's discretion, who meets the following qualifications:

(a) The customer is not presently served by the Company and has projected throughput requirements of not less than 21,460 thm annually or is a current customer; and

(b) The customer gives the Company satisfactory proof that, absent service under this rate schedule, the customer's facilities or operations would not be constructed in the Company's operating territory, or that, absent service under this rate schedule, customer would install long-term alternate fuel facilities.

Customer does not take service under any other rate schedule except Rate SS – Standby Service.

RATES AVAILABLE UNDER THIS TARIFF - continued

RATES AVAILABLE FOR NON-RESIDENTIAL ACCOUNTS - continued

Rate NGV - Natural Gas Vehicle Service (pp. 129-131)

This rate schedule is available for any customer for the use of natural gas directly in a natural gas vehicle (NGV). The customer to qualify must be the operator of a public fueling station or the owner/operator of a natural gas vehicle or fleet of vehicles who receives service at separately metered fueling facilities owned by the vehicle owner/operator for the exclusive use of the customer's vehicle(s).

Rate NSS - Negotiated Sales Service (pp. 117-121)

Available to any commercial or industrial customer who would not initiate service from the Company or would no longer take service from the Company but for the availability of service under Rate NSS, and whose annual throughput requirements exceed 21,460 thm. A customer with annual throughput requirements less than 64,400 thm that is eligible for service under this rate schedule shall be deemed to meet the usage eligibility provisions for transportation service under Rate SGSS.

Rate SCD - Small Commercial Distribution (pp. 93-95)

This rate is available to any commercial customer that: (1) is eligible for Choice Service; (2) has a historic throughput less than or equal to 64,400 thm annually; (3) is not served under any other schedule; (4) the customer or group of customers have an aggregate annual demand of at least 53,650 thm or a minimum of 50 customers and in compliance with the aggregation provisions in the Rules Applicable to Distribution Service elects an NGS of natural gas commodity service for a one year period. (C)

Rate SDS-Small Distribution Service (pp. 96-99)

Available to any commercial or industrial customer whose annual throughput requirements (including sales and distribution) exceed 64,400 thm, who does not receive service under any other rate schedule except Rate SS-Standby Service, and whose annual throughput (as determined under Customer Charge provisions of Rate SDS) is less than or equal to 540,000 thm. (C)

Rate SDSS - Supplier Default Sales Service (pp. 122-123)

Available to any commercial or industrial customer with annual throughput requirements in excess of 6,440 thm or greater, and whose natural gas supplier has defaulted according to the provisions of the NGS Default section of the Rules Applicable to Distribution Service of this tariff, and who at the time of the default was receiving General Distribution Service under Rate SGDS-Small General Distribution Service, Rate SDS – Small Distribution Service, Rate LDS – Large Distribution Service, Rate MLDS – Main Line Distribution Service, Rate CDS – Cogeneration Distribution Service or Rate GDS – Generation Distribution Service. (C)

(C) Indicates Change

RATES AVAILABLE UNDER THIS TARIFF (Continued)

Rate SGDS - Small General Distribution Service (pp. 89-92)

Available, at one location, for the total requirements of any commercial or industrial customer meeting all of the following conditions:

1. The Customer's total annual throughput requirements, as determined under the Customer Charge provisions are less than or equal to 64,400 thm annually. (C)

2. The Customer does not take service under any other rate schedule except Rate SS – Standby Service.

3. Customer acquires its own gas and executes an application and agreement with the Company, as specified in the Rules Applicable to Distribution Service section of this Tariff, for a period of not less than one (1) year for distribution service in accordance with all terms and conditions of such contract.

4. The customer is a member of an aggregation group pursuant to the provisions of the Rules Applicable to Distribution Service.

5. Priority One customers, as defined in the Service Limitations section of this tariff, must buy distribution service at the Priority One distribution rate, which includes recovery of purchased gas demand costs pursuant to the Purchased Gas Cost Rider as set forth in this tariff. All other SGDS customers wishing to contract for standby service may execute a contract for service under Rate SS - Standby Service.

6. There is an annual enrollment window for accounts transferring from Rate Schedule SCD to Rate Schedule SGDS. Notice of intent to switch from Rate Schedule SCD to Rate Schedule SGDS is due January 2nd of each year to be effective the following April 1st.

Rate SGSS - Small General Sales Service (pp. 86-88)

This rate schedule is available, at one location, for the total requirements of any commercial or industrial customer whose total throughput requirements are less than or equal to 64,400 thm annually and who does not contract for distribution service. (C)

Rate SS - Standby Service (pp. 134-136)

Available to any qualified customer receiving General Distribution Service or Negotiated Sales Service who executes a contract with the Company for service under this rate schedule for a period of not less than one (1) year.

(C) Indicates Change

Supplement No. 266 to
Tariff Gas - Pa. P.U.C. No. 9
One Hundred-nineteenth Revised Page No. 16
Canceling One Hundred-eighteenth Revised Page No. 16

Columbia Gas of Pennsylvania, Inc.

Rate Summary

Rate per thm

Residential Rate Schedules		Distribution Charge	Gas Supply Charge 1/	Gas Cost Adjustment	Pass-Through Charge 2/	State Tax Adjustment Surcharge 3/	Total Effective Rate
Rate RSS - Residential Sales Service							
Customer Charge	$	16.75				0.00	16.75
Usage Charge	$	0.55316	0.30646	(0.00525)	0.21566	0.00000	1.07003
Rate RDS - Residential Distribution Service							
Customer Charge	$	16.75				0.00	16.75
Usage Charge:							
Customers Electing CHOICE	$	0.55316	-	-	0.18459	0.00000	0.73775

1/ Please see Page No. 21a for rate components.
2/ Please see Page No. 21b for rate components.
3/ The STAS percentage is reflected on Page No. 20 and is applied to the Customer Charge and the Distribution Charge.

Issued: December 27, 2017

Effective: January 1, 2018

M. A. Huwar - President

Supplement No. 265 to
Tariff Gas - Pa. P.U.C. No. 9
Seventieth Revised Page No. 17
Canceling Sixty-ninth Revised Page No. 17

Columbia Gas of Pennsylvania, Inc.

Rate Summary

Rate per thm

Commercial / Industrial Rate Schedules <= 64,400 therms - 12 Months Ending October		Distribution Charge	Gas Supply Charge 1/	Gas Cost Adjustment	Pass-through Charge 2/	State Tax Adjustment Surcharge 3/	Total Effective Rate	
Rate SGSS - Small General Sales Service								
Customer Charge:								
Annual Throughput <= 6,440 thm	$	21.25				0.00	21.25	
Annual Throughput > 6,440 thm and <= 64,400 thm	$	48.00				0.00	48.00	
Usage Charge								
Annual Throughput <= 6,440 thm	$	0.40870	0.30307	(0.00525)	0.12277	0.00000	0.82929	
Annual Throughput > 6,440 thm and <= 64,400 thm	$	0.36288	0.30307	(0.00525)	0.12277	0.00000	0.78347	
Rate SCD - Small Commercial Distribution								
Customer Charge:								
Annual Throughput <= 6,440 thm	$	21.25				0.00	21.25	
Annual Throughput > 6,440 thm and <= 64,400 thm	$	48.00				0.00	48.00	
Usage Charge: Customers Electing CHOICE								
Annual Throughput <=6,440 thm	$	0.40870	-	-	0.09170	0.00000	0.50040	
Annual Throughput >6,440 and <=64,400 thm	$	0.36288	-	-	0.09170	0.00000	0.45458	
Rate SGDS - Small General Distribution Service								
Customer Charge:								
Annual Throughput <= 6,440 thm	$	21.25					21.25	
Annual Throughput > 6,440 thm and <= 64,400 thm	$	48.00					48.00	
Usage Charge - Priority One								
Annual Throughput <= 6,440 thm	$	0.39506	-	-	0.12277	0.00000	0.51783	4/
Annual Throughput > 6,440 thm and <= 64,400 thm	$	0.34923	-	-	0.12277	0.00000	0.47200	4/
Usage Charge - Non-Priority One								
Annual Throughput <= 6,440 thm	$	0.39506	-	-	0.00010	-	0.39516	4/
Annual Throughput > 6,440 and <= 64,400 thm	$	0.34923	-	-	0.00010	-	0.34933	4/

1/ Please see Page No. 21a for rate components.
2/ Please see Page No. 21b for rate components.
3/ The STAS percentage is reflected on Page No. 20 and is applied to the Customer Charge and the Distribution Charge.
4/ Plus Rider EBS Option 1 or 2 - See Page 21.

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Supplement No. 265 to
Tariff Gas - Pa. P.U.C. No. 9
One Hundred-fourth Revised Page No. 18
Canceling One Hundred-third Revised Page No. 18

Columbia Gas of Pennsylvania, Inc.

Rate Summary

Rate per thm

Commercial / Industrial Rate Schedules > 64,400 therms - 12 Months Ending October	Distribution Charge	Gas Supply Charge 1/	Gas Cost Adjustment	Pass-through Charge 2/	State Tax Adjustment Surcharge 3/	Total Effective Rate	
Rate LGSS - Large General Sales Service							
Customer Charge:							
Annual Throughput > 64,400 thm and <= 110,000 thm	$ 229.75				0.00	229.75	
Annual Throughput > 110,000 thm and <= 540,000 thm	$ 757.34				0.00	757.34	
Annual Throughput > 540,000 thm and <= 1,074,000 thm	$ 1,947.06				0.00	1,947.06	
Annual Throughput > 1,074,000 thm and <= 3,400,000 thm	$ 3,028.76				0.00	3,028.76	
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$ 5,841.18				0.00	5,841.18	
Annual Throughput > 7,500,000 thm	$ 8,653.60				0.00	8,653.60	
Usage Charge:							
Annual Throughput > 64,400 thm and <= 110,000 thm	$ 0.23050	0.30198	(0.00525)	0.12267	0.00000	0.64990	
Annual Throughput > 110,000 thm and <= 540,000 thm	$ 0.21550	0.30198	(0.00525)	0.12267	0.00000	0.63490	
Annual Throughput > 540,000 thm and <= 1,074,000 thm	$ 0.12999	0.30198	(0.00525)	0.12267	0.00000	0.54939	
Annual Throughput > 1,074,000 thm and <= 3,400,000 thm	$ 0.11530	0.30198	(0.00525)	0.12267	0.00000	0.53470	
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$ 0.10347	0.30198	(0.00525)	0.12267	0.00000	0.52287	
Annual Throughput > 7,500,000 thm	$ 0.06157	0.30198	(0.00525)	0.12267	0.00000	0.48097	
Rate SDS - Small Distribution Service							
Customer Charge:							
Annual Throughput > 64,400 thm and <= 110,000 thm	$ 229.75				0.00	229.75	
Annual Throughput > 110,000 thm and <= 540,000 thm	$ 757.34				0.00	757.34	
Usage Charge:							
Annual Throughput > 64,400 thm and <= 110,000 thm	$ 0.23050	-	-	-	0.00000	0.23050	4/
Annual Throughput > 110,000 thm and <= 540,000 thm	$ 0.21550	-	-	-	0.00000	0.21550	4/
Rate LDS - Large Distribution Service							
Customer Charge:							
Annual Throughput > 540,000 thm and <= 1,074,000 thm	$ 1,947.06				0.00	1,947.06	
Annual Throughput > 1,074,000 thm and <= 3,400,000 thm	$ 3,028.76				0.00	3,028.76	
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$ 5,841.18				0.00	5,841.18	
Annual Throughput > 7,500,000 thm	$ 8,653.60				0.00	8,653.60	
Usage Charge:							
Annual Throughput > 540,000 thm and <= 1,074,000 thm	$ 0.12999	-	-	-	0.00000	0.12999	4/
Annual Throughput > 1,074,000 thm and <= 3,400,000 thm	$ 0.11530	-	-	-	0.00000	0.11530	4/
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$ 0.10347	-	-	-	0.00000	0.10347	4/
Annual Throughput > 7,500,000 thm	$ 0.06157	-	-	-	0.00000	0.06157	4/

1/ Please see Page No. 21a for rate components.
2/ Please see Page No. 21b for rate components.
3/ The STAS percentage is reflected on Page No. 20 and is applied to the Customer Charge and the Distribution Charge.
4/ Plus Rider EBS Option 1 or 2 - See Page 21.

Supplement No. 265 to
Tariff Gas - Pa. P.U.C. No. 9
Thirty-third Revised Page No. 19
Columbia Gas of Pennsylvania, Inc. **Canceling Thirty-second Revised Page No. 19**

Rate Summary

Rate per thm

Main Line Service Rate Schedules Commercial / Industrial		Distribution Charge	Gas Supply Charge 1/	Gas Cost Adjustment	Pass-through Charge 2/	State Tax Adjustment Surcharge 3/	Total Effective Rate	
Rate MLSS - Main Line Sales Service								
Customer Charge:								
Annual Throughput > 274,000 thm and <= 540,000 thm	$	469.34				0.00	469.34	
Annual Throughput > 540,000 thm and <= 1,074,000 thm	$	1,149.00				0.00	1,149.00	
Annual Throughput > 1,074,000 thm and <= 3,400,000 thm	$	2,050.00				0.00	2,050.00	
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$	4,096.00				0.00	4,096.00	
Annual Throughput > 7,500,000 thm	$	7,322.00				0.00	7,322.00	
Usage Charge:								
MLS Class I Annual Throughput > 274,000 thm	$	0.00937	0.30198	(0.00525)	0.12267	0.00000	0.42877	
MLS Class II:								
Annual Throughput > 2,146,000 thm and <= 3,400,000 thm	$	0.04479	0.30198	(0.00525)	0.12267	0.00000	0.46419	
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$	0.03874	0.30198	(0.00525)	0.12267	0.00000	0.45814	
Annual Throughput > 7,500,000 thm	$	0.03355	0.30198	(0.00525)	0.12267	0.00000	0.45295	
Rate MLDS - Main Line Distribution Service								
Customer Charge:								
Annual Throughput > 274,000 thm and <= 540,000 thm	$	469.34				0.00	469.34	
Annual Throughput > 540,000 thm and <= 1,074,000 thm	$	1,149.00				0.00	1,149.00	
Annual Throughput > 1,074,000 thm and <= 3,400,000 thm	$	2,050.00				0.00	2,050.00	
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$	4,096.00				0.00	4,096.00	
Annual Throughput > 7,500,000 thm	$	7,322.00				0.00	7,322.00	
Usage Charge:								
MLS Class I Annual Throughput > 274,000 thm	$	0.00937	-	-	-	0.00000	0.00937	4/
MLS Class II:								
Annual Throughput > 2,146,000 thm and <= 3,400,000 thm	$	0.04479	-	-	-	0.00000	0.04479	4/
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$	0.03874	-	-	-	0.00000	0.03874	4/
Annual Throughput > 7,500,000 thm	$	0.03355	-	-	-	0.00000	0.03355	4/

1/ Please see Page No. 21a for rate components.
2/ Please see Page No. 21b for rate components.
3/ The STAS percentage is reflected on Page No. 20 and is applied to the Customer Charge and the Distribution Charge.
4/ Plus Rider EBS Option 1 or 2 - See Page 21.

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M. A. Huwar - President

Supplement No. 265 to
Tariff Gas - Pa. P.U.C. No. 9
One Hundred-fourth Revised Page No. 20
Columbia Gas of Pennsylvania, Inc. **Canceling One Hundred-third Revised Page No. 20**

Other Rates Summary

Rate per thm

Description	Rate $/ thm	Applicable Rate Schedules
Penalty Credit/Pipeline Refund Passback - Non-Residential	$ (0.00106) 1/	SGSS/SGDS-P1/SCD/LGSS/MLSS
Price to Compare for Residential Gas Supply	$ 0.33228 2/	RSS
Price to Compare for Commercial Gas Supply	$ 0.32889 2/	SGSS (< = 64,400 thms)
State Tax Adjustment Surcharge Percentage	0.00000%	Customer and Distribution Charges on all rates
Rate SS - Standby Service	$ 0.77466	Per therm based on a customer's Maximum Daily Firm Requirement. See Pages 134 - 136 herein for detail.

1/ Penalty Credit and Pipeline Refund passback effective October 2017-September 2018.
2/ Please see Page No. 21c for rate components.

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M. A. Huwar - President

Supplement No. 266 to
Tariff Gas - Pa. P.U.C. No. 9
One Hundred twenty-ninth Revised Page No. 21
Columbia Gas of Pennsylvania, Inc. **Canceling One Hundred twenty-eighth Revised Page No. 21**

Rider Summary

Riders	Rate	Applicable Rate Schedules
Customer Choice - Rider CC	$ 0.00010 /thm	RSS/RDS/SGSS/SGDS/SCD/DGDS
Universal Service Plan - Rider USP	$ 0.09183 /thm	RSS/RDS
Distribution System Improvement Charge - Rider DSIC	0.00000%	This percentage is applied to a portion of the Distribution Charge and the Customer Charge. See Pages 177-180 for Rider DSIC details.
Elective Balancing Service - Rider EBS:		
Option 1 - Small Customer	$ 0.01618 /thm	SGDS/SDS
Option 1 - Large Customer	$ 0.00843 /thm	LDS/MLDS
Option 2 - Small Customer	$ 0.00697 /thm	SGDS/SDS
Option 2 - Large Customer	$ 0.00226 /thm	LDS/MLDS
Gas Procurement Charge - Rider GPC	$ 0.00695 /thm	RSS/SGSS/LGSS/MLSS
Merchant Function Charge - Rider MFC	$ 0.00448 /thm	RSS
Merchant Function Charge - Rider MFC	$ 0.00109 /thm	SGSS
Purchased Gas Cost - Rider PGC	Pg. 21a & 21b	Rate Schedules specified on Page 21a & 21b

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M. A. Huwar - President

Supplement No. 265 to
Tariff Gas - Pa. P.U.C. No. 9
Twenty-eighth Revised Page No. 21a
Canceling Twenty-seventh Revised Page No. 21a

Columbia Gas of Pennsylvania, Inc.

Gas Supply Charge Summary

Rate per thm

Rate Schedule		PGCC	Rider GPC	Rider MFC	Total Gas Supply Charge
Rate CAP - Customer Assistance Plan	$	0.29503	0.00695	0.00448	0.30646
Rate RSS - Residential Sales Service	$	0.29503	0.00695	0.00448	0.30646
Rate SGSS - Small General Sales Service	$	0.29503	0.00695	0.00109	0.30307
Rate LGSS - Large General Sales Service	$	0.29503	0.00695	-	0.30198
Rate MLSS - Main Line Sales Service	$	0.29503	0.00695	-	0.30198

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M. A. Huwar - President

Supplement No. 266 to
Tariff Gas - Pa. P.U.C. No. 9
Forty-sixth Revised Page No. 21b
Canceling Forty-fifth Revised Page No. 21b

Columbia Gas of Pennsylvania, Inc.

Pass-through Charge Summary

Rate per thm

Rate Schedule		PGDC	PGDC "E" Factor	Capacity Assignment Factor	Pipeline Refund/ Penalty Credits	Rider CC	Rider USP	Total Pass-through
Rate CAP - Customer Assistance Plan	$	0.11516	0.00857	-	-	-	-	0.12373
Rate RSS - Residential Sales Service	$	0.11516	0.00857	-	-	0.00010	0.09183	0.21566
Rate SGSS - Small General Sales Service	$	0.11516	0.00857	-	(0.00106)	0.00010	-	0.12277
Rate LGSS - Large General Sales Service	$	0.11516	0.00857	-	(0.00106)	-	-	0.12267
Rate MLSS - Main Line Sales Service	$	0.11516	0.00857	-	(0.00106)	-	-	0.12267
Rate RDS - Residential Distribution Service	$	0.11516	0.00857	(0.03107)	-	0.00010	0.09183	0.18459
Rate SCD - Small Commercial Distribution (Choice)	$	0.11516	0.00857	(0.03107)	(0.00106)	0.00010	-	0.09170
Rate SGDS - Small General Distribution Service								
Priority One (P1)	$	0.11516	0.00857	-	(0.00106)	0.00010	-	0.12277
Non-Priority One (NP1)		-	-	-	-	0.00010	-	0.00010
Rate SDS - Small Distribution Service	$	-	-	-	-	-	-	-
Rate LDS - Large Distribution Service	$	-	-	-	-	-	-	-
Rate MLDS - Main Line Distribution Service	$	-	-	-	-	-	-	-

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Supplement No. 265 to
Tariff Gas - Pa. P.U.C. No. 9
Twenty-eighth Revised Page No. 21c
Columbia Gas of Pennsylvania, Inc. **Canceling Twenty-seventh Revised Page No. 21c**

Price-to-Compare (PTC) Summary
Rate per thm

Customer Class	PGCC	Gas Cost Adjustment	Capacity Assignment Factor	Rider GPC	Rider MFC	Total Price-to-Compare
Residential	$ 0.29503	(0.00525)	0.03107	0.00695	0.00448	0.33228
Commercial < = 64,400 thm/year	$ 0.29503	(0.00525)	0.03107	0.00695	0.00109	0.32889

Issued: December 27, 2017 **Effective: January 1, 2018**

M. A. Huwar - President

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

1. The Gas Tariff

1.1 Filing and Posting

A copy of this Tariff, which is the rates, rules and regulations under which gas service will be supplied by Columbia Gas of Pennsylvania, Inc. to its customers in Pennsylvania, is on file with the Pennsylvania Public Utility Commission and is posted and open for inspection at the offices of the Company.

1.2 Revisions

This Tariff may be revised, amended, supplemented and otherwise changed from time to time in accordance with the Pennsylvania Public Utility Law and such changes, when effective, shall have the same force and effect as the present Tariff.

1.3 Application of Tariff

The Tariff provisions apply to any party or parties lawfully receiving gas service from the Company, under the rates set forth therein, and the receipt of gas shall constitute the receiver a customer of the Company as the term is used herein.

1.4 Rules and Regulations

The Rules and Regulations, filed as a part of this Tariff, are a part of every contract or agreement for service, whether written, oral or implied, made by the Company, and govern all classes of service where applicable.

1.5 Statement of Agents

No agent or employee of the Company has authority to make any promise, agreement or representation inconsistent with the provisions of this Tariff.

1.6 Definitions

The following definitions shall apply to this tariff, unless otherwise clearly indicated:

1. Act shall mean the Pennsylvania legislation known as the 'Natural Gas Customer Choice and Competition Act,' codified at 66 Pa.C.S. § 2201-2211, revising Public Utility Code, 66 Pa.C.S. §§ 101, et. seq.

2. Applicant shall mean any person at least 18 years of age, corporation or other entity that (i) desires to receive from the Company natural gas or any other service provided for in this Tariff at a specific location, (ii) complies completely with all Company requirements for obtaining natural gas or any other service provided for in this Tariff, (iii) has requested and is awaiting Company approval of its request for service, and (iv) is not yet actually receiving from the Company any service provided for in this Tariff. An Applicant shall become a Customer for purposes of this Tariff only after it actually starts receiving the applicable service(s) from the Company under this Tariff. The definition of "Applicant" does not include a person who within 30 days of termination or discontinuance seeks to have service restored or transferred to a new location. (C)

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Tenth Revised Page No. 23
Columbia Gas of Pennsylvania, Inc. **Canceling Eighth and Ninth Revised Page No. 23**

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

1. The Gas Tariff - continued

1.6 Definitions – continued

2. Applicant – continued
   For residential utility service, the term "Applicant" is further defined as a natural person not currently receiving service who applies for residential service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested.

3. "BCF" shall mean one billion (1,000,000,000) cubic feet of gas. This is a measure of gas usage.

4. "Billing Cycle" shall mean the regularly recurring period from one meter reading or estimated meter reading, to the subsequent meter reading or estimated meter reading, upon which a customer bill for gas and distribution service, or distribution service, is rendered. A billing cycle need not coincide with a calendar month. (C)

5. "BTU" or "British thermal unit" is the amount of heat energy needed to raise the temperature of onepound of water by one degree F.

6. "Burner Tip" shall mean the point at which natural gas is used such as a furnace, water heater or range.

7. "Capacity Assignment Factor" shall mean the amount equal to the projected annual cost of assigned Firm Capacity less estimated annual storage commodity costs (storage injection, withdrawal, shrinkage and commodity transportation cost) with the net divided by the estimated normalized annual usage of customers electing Choice Distribution Service.

8. "CCF" is a measure of gas usage and shall mean one hundred (100) cubic feet of gas.

9. "Chapter 56" shall mean the PUC regulations that govern metering, billing and collections for residential gas and electricity service found in 52 Pa. Code Chapter 56.

10. "Choice" and "Choice Service" shall mean Distribution service provided to Customers under rate schedules RDS and SCD.

11. Commercial Customer

    A customer using gas in an establishment of a commercial or service nature including boarding homes and personal care homes. In this class are included, among others, warehousing, distributing or selling commodities, providing professional services or other economic and social endeavors, wholesale and retail stores, offices, office buildings, hotels, clubs, lodges, associations, restaurants, warehouses, railroad and bus stations, banks, laundries, dry cleaners, undertaking establishments, garages, gasoline stations, theaters, bowling alleys, billiard parlors, motor courts, camps, bars, grills, taverns, retail bakeries, private hospitals, public or private schools, churches, religious and charitable institutions, governmental agencies, or the like.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

1. The Gas Tariff - continued

1.6 Definitions - continued

11. "Commercial Customer" – continued
Included in this group are customers who receive the Company's gas service through one meter set to a combination of four or more dwelling units or through one meter set to a combination of up to three dwelling units and one or more business premises, where the business premises is the predominant usage factor. If the ratepayer's predominate usage is for natural gas powered vehicle service, then the ratepayer will be classified as a commercial ratepayer.

    If gas is supplied through a single meter and is used for both commercial and residential or commercial and industrial usage, the service will be considered commercial if it is the predominant usage factor.

12. "Commission" shall mean the Pennsylvania Public Utility Commission. The state agency responsible for utility rates and services offered by the Company and for Natural Gas Suppliers as provided for in 66 Pa. C.S. §2208 of the Act.

13. "Commodity Charge" and "Natural Gas Supply Charge" shall mean basic service charges for natural gas supply services to retail customers, excluding charges for natural gas distribution services.

14. "Company" and "Natural Gas Distribution Company" and "NGDC" shall mean Columbia Gas of Pennsylvania, Inc., a public utility that provides Natural Gas Distribution services and which may provide Natural Gas Supply Services and other services.

15. "Customer" shall mean a person at least 18 years of age, or a partnership, association, corporation or other entity that purchases natural gas and in whose name a service account exists with the Company. For the limited purpose of changing an NGS, "Customer" may also include an agent who has been duly authorized to initiate a change of the Customer's NGS on behalf of that person, partnership, association, corporation, or other entity through a signed document which identifies by name the agent who has the authority to initiate a change of the Customer's NGS. PA. P.U.C. Docket No. M-00991249F006. (C)

16. "Customer Proxy" generally means the entity that receives notices (e.g. OFOs, OMOs, SFO, etc), receives bills, and controls the gas bank account. Specifically, "Responsible Party" shall mean the Customer in circumstances described in paragraphs 1, 2 and 3 of the "Shipper" definition, and the Natural Gas Supplier in circumstances described by paragraph 4 of the "Shipper" definition.

17. "Distributed Generation" shall mean any generating resource other than central station generation that is placed close to the load being served, usually meaning the customer site. Distributed Generation technologies may include, but not limited to, reciprocating engines, gas turbines, microturbines, and fuel cells.

18. "Distribution", "Distribution Service" and "Natural Gas Distribution Service" shall mean Natural Gas Distribution Service as defined in the Commission's Docket No. M-00991249F0005.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

1. The Gas Tariff - continued

1.6 Definitions - continued

19. "Distribution Charge" shall mean the basic service charges for the delivery of natural gas to a retail customer from the point of receipt into the Company's system and shall appear as a line item on a customer's bill.

20. "Distribution Pipeline" shall mean any Company pipeline other than a Transmission Pipeline or Company service line.

21. "Dth" or "Dekatherm" shall mean ten (10) therms.

22. "FERC" or "Federal Energy Regulatory Commission" shall mean the United States federal agency with jurisdiction over interstate electricity sales, wholesale electric rates, hydroelectric licensing, natural gas pricing, and oil pipeline rates. FERC also reviews and authorizes liquefied natural gas (LNG) terminals, interstate natural gas pipelines and non-federal hydropower projects. (C)

23. "FTS" shall mean firm transportation service provided by an interstate pipeline in which gas is transported on a firm basis from designated receipt points to designated delivery points. (C)

24. "Gas" or "Natural Gas" or "Natural Gas Supply" shall mean the hydrocarbon gas obtained from underground and undersea porous sedimentary rocks. As specified in this tariff, a customer may purchase their gas from an NGS or from the Company. (C)

25. "Gas Cost Adjustment" shall mean the amount billed or credited each month to account for the differences between projected and actual gas supply costs of the Company and is also referred to as the Purchased Gas Commodity Cost (PGCC) "E" Factor. When applicable, the Gas Cost Adjustment appears as a line item on a customer bill.

26. "Gas Supply Charge" shall include the PGCC, the Rider GPC and the Rider MFC and will appear as a line item on the bill of a customer purchasing their natural gas supply service from the Company. If the customer has selected an NGS to serve them under Choice Distribution Service, and the Company is including the NGS gas supply price on the Company's bill to the customer, then the Gas Supply Charge will reflect the charge provided by the NGS to be billed to the customer by the Company.

27. "General Distribution Service" and "GDS" shall mean Distribution service provided under rate schedules DGDS, CDS, EGDS, LDS, MLDS, NCS, SGDS or SDS.

28. "Human Needs" or "Essential Human Needs" or "Essential Human Needs Use" shall mean gas usage by customers for service to any buildings where persons normally dwell including, but not limited to, residences, apartment houses, dormitories, hotels, motels, hospitals, correctional institutions, and nursing homes as well as the use of natural gas by sewage plants. (C)

(C) Indicates Change

Supplement No. 251 to
Tariff Gas – Pa. P.U.C. No. 9
Twelfth Revised Page No. 26
Columbia Gas of Pennsylvania, Inc. **Canceling Tenth and Eleventh Revised Page No. 26**

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

1. The Gas Tariff - continued

1.6 Definitions - continued

29. Industrial Customer

    A customer using gas for creating or changing raw or unfinished material into another form or product through the application of heat or heat treating, steam agitation, evaporation, baking, drying, distilling, etc.

    Typical industrial users are manufacturing plants, machine shops, steel and iron mills, foundries, lumber planing and saw mills, canneries, dairies, meat packers, breweries, distilleries, potteries, railroad repair shops, refineries, creameries, flour mills, pump stations, ice plants, quarries, milk plants, mines, shipbuilders, chemical plants, grain elevators, food processing facilities, petrochemical operations in which the gas is the raw material, etc. If gas service is supplied through a single meter and is used for both industrial and commercial purposes, the service shall be considered industrial if the industrial usage is the predominant usage factor.

30. "Local Market Area" shall mean a continuous physically interconnected system of Company owned distribution piping through which the Company provides natural gas service to customers in a discrete geographic area, utilizing one or more common Points of Delivery from interstate pipeline supplier(s) or local gas supplier(s).

31. "Maximum Daily Quantity" or "MDQ" shall mean a Customer's maximum usage during a 24-hour period based on the most recent historical Customer consumption data. The Company will establish a winter MDQ for the November through March time period and a summer MDQ for the April through October time period. However, an adjustment may be made at any time upon agreement of the Customer and the Company. (C)

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

33. "Month" shall mean calendar month.

34. "Medical Certificate" shall mean a written document, in a form approved by the Commission: 1) certifying that a customer or member of the customer's household is seriously ill or has been diagnosed with a medical condition which requires the continuation of service to treat the medical condition; and 2) signed by a licensed physician, nurse practitioner or physician's assistant.

35. "Pass-through Charge" shall mean the charge that appears as a line item on a residential, commercial and industrial bill for an account served pursuant to Rate Schedules CAP, RDS, RSS, SGSS, SCD, SGDS, LGSS, MLSS and PS. Pass-through Charges may include: 1) the Purchased Gas Demand Charge ("PGDC"); 2) the PGDC "E" Factor; 3) the Capacity Assignment Factor ("CAF"); 4) the Rider Customer Choice charge ("Rider CC"); and 5) the Rider Universal Service Plan charge ("Rider USP").

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

1. The Gas Tariff - continued

1.6 Definitions - continued

36. "Pipeline Scheduling Point" or "PSP" shall mean a single delivery point or set of delivery points grouped or designated by an upstream pipeline for purposes of scheduling gas supplies for delivery by such upstream pipeline and shall consist of the following: Interconnections with Dominion Transmission, Inc., Equitrans, L.P., National Fuel Gas Supply Corporation, Tennessee Gas Pipeline Company, Texas Eastern Transmission, LP and Columbia Gas Transmission, LLC. The interconnections with Columbia Gas Transmission, LLC include the Market Areas and Master List of Interconnections as defined in the General Terms and Conditions of the FERC Gas Tariff of Columbia Gas Transmission, LLC. As of May 1, 2010, the Columbia Gas Transmission, LLC Pipeline Scheduling Points included: 25E-25 (Lancaster); 25-26 (Bedford); 25E-29 (Downingtown); 25-35 (Pittsburgh); 25-36 (Olean); 25-38 (Rimersburg); 25-39 (New Castle) and 25-40 (PA/WV Misc). (C)

37. "Price-to-Compare" or "PTC" shall mean the dollar amount charged by the Company for gas supply and used by consumers to compare prices with other NGSs. The Price-to-Compare includes the PGCC, the CAF, the GPC, the MFC and the Gas Cost Adjustment.

38. Residential Customer

    A customer, at least 18 years of age, using gas in a single family residential dwelling or unit for space heating, air conditioning, cooking, water heating, incineration, refrigeration, laundry drying, lighting, incidental heating, or other domestic purposes. For residential utility service, the term "Customer" is further defined as a natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. A Customer whose service has been terminated or discontinued in compliance with this Tariff and existing Pennsylvania statute will remain a Customer if, within 30 days of discontinuance or termination, the Customer requests to have service reconnected or transferred to a new location.

    Included in this group are customers using gas through one meter set which provides service to two or three dwelling units in a multi-family residence or building where the owner of the building occupies one of the dwelling units, or through one meter set to a combination of one dwelling unit and one or more business premises, where the residential premises is occupied by the owner of the building and is the predominant gas usage factor. If gas is supplied through a single meter and is used for both residential and commercial purposes, the service shall be considered residential if the residential usage is the predominant usage factor. (C)

39. "Sales Service" shall mean service provided by the Company in which the customer purchases its gas supplies from the Company and the Company distributes the gas supplies to the Customer.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

1. The Gas Tariff - continued

1.6 Definitions - continued

40. "Shipper" generally means the entity nominating gas service for Distribution Service accounts. Specifically, "Shipper" is defined as:

    i.) a General Distribution Service Customer that nominates gas for Distribution; or

    ii.) a Natural Gas Supplier that nominates the General Distribution Service Customer's gas for distribution, but which has not been appointed in writing as the Customer's agent by the Customer; or

    iii.) a Natural Gas Supplier that nominates General Distribution Service Customer's gas for distribution, which NGS is acting as the General Distribution Services Customer's duly authorized agent for the purpose of purchasing gas; or

    iv.) a Natural Gas Supplier that nominates the General Distribution Service Customer's gas for distribution, which NGS is acting as the General Distribution Service Customer's duly authorized aggregation agent for the purpose of purchasing gas.

41. "Supplier of Last Resort" shall mean the Company or another entity as determined pursuant to §2207 of the Act that provides natural gas supply services to customers that do not elect another supplier or choose to be served by the supplier of last resort, customers that are refused service from another natural gas supplier, or customers whose natural gas supplier fails to deliver the required gas supplies. Currently, the Company is the supplier of last resort for all customers under the terms of this tariff. Each customer may only have one supplier of last resort.

42. "Therm" or "thm" shall mean a unit of heat equivalent to 100,000 British thermal units. The Company uses thm as the unit of measure for billing its customers.

43. "Therm multiplier" shall mean a numeric multiplier that is applied to the volume of gas consumed (as measured in cubic feet, CCF, or MCF) to determine the amount of energy consumed (as measured in therms).

44. "Transmission Pipeline" shall mean pipelines and related facilities which are either: 1) owned by the Company in the form of a D-Line or a Company-owned pipeline that operates at a hoop stress of 20 percent or more of the specified minimum yield strength of the pipe as determined by 49 C.F.R §192.3; or 2) pipelines and related facilities owned by another company which obtains at least 90% of its gas operating revenues from the transportation of gas for others and classifies at least 90% of its mains (other than service pipe) as field and gathering lines, storage, or transmission lines. The Company's Customers are not typically served directly from a Transmission Pipeline, and according to the provisions set forth in the Termination of Service from Transmission Pipelines section of this Tariff, the Company reserves the right to remove, relocate or abandon its Transmission Pipelines.

(C) Indicates Change

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RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

1. The Gas Tariff - continued

1.6 Definitions - continued

45. "User Without Contract" shall mean any person who has not contacted the Company to establish service in their name but who is receiving the benefits of natural gas service. This situation includes, but is not limited to, situations wherein the Company arrives at the premise to disconnect the service as a result of a request from the previous customer and finds the premise occupied. User Without Contract does not include instances where the Company's meter or equipment has been tampered with; the service was obtained through fraud or material misrepresentation of the customer's identity; a tariff provision was violated so as to endanger the safety of a person or the integrity of the Company's system, or the gas service was otherwise established without the Company's authorization.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

2. Service Limitations

2.1 Availability

The use of the Company's service shall not be for any purpose other than that covered by the availability provisions of the rate under which service is supplied.

2.2 Transmission Lines

Transmission pipelines or high pressure "D-Line" distribution facilities, from which gas may be supplied to customers along the route thereof, are not intended and cannot be maintained solely for service to such customers. The Company may refuse to render service from such pipelines in those instances where hazardous conditions of service might result from the pressures involved, where the service is subject to early termination, or partial or complete failure, arising from depletion or insufficiency of local gas supply, where the costs incident to rendering service would be of such nature as to result in discrimination against other customers, or where for other reasons, such as the temporary nature of certain pipelines, the service would be of short duration, hazardous or inadequate. (See the Termination of Service from Transmission Pipelines paragraph of this tariff.)

2.3 Gas Emergency Rules

2.3.1 Definitions

A. "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. For purposes of this definition, alternate fuel means any fuel other than natural gas.

B. "Emergency" shall mean whenever the aggregate customer demand on the Company's system or confined segment of the system exceeds or threatens to exceed the gas supply or capacity that is actually and lawfully available to the Company to meet the demands, and the actual or threatened excess in demand creates an immediate threat to the Company's system operating integrity with respect to Priority 1 customers, as defined in the Priority-based Curtailment definitions. (C)

C. "Emergency Action Curtailments" shall mean curtailments of natural gas supply service and/or distribution service pursuant to these Gas Emergency Rules.

D. "Essential Human Needs Use" shall mean gas usage by customers for service to any buildings where persons normally dwell including, but not limited to, apartment houses, dormitories, hotels, hospitals, and nursing homes as well as the use of natural gas by sewage plants.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

2. Service Limitations - continued

2.3 Gas Emergency Rules - continued

2.3.1 Definitions - continued

E. "Firm Service" shall mean service pursuant to schedules or contracts under which the utility is expressly or impliedly obligated to deliver specific quantities of gas within a given time period or which anticipate no interruptions, but which may permit unexpected interruptions in case service to higher priority customers is threatened. (C)

F. "Interruptible Service" shall mean service pursuant to schedules or contracts under which the utility expressly or impliedly reserves the option to interrupt or curtail deliveries.

G. "Plant Protection Use" shall mean minimum quantities of natural gas required to prevent physical harm to the plant facilities or danger to plant personnel when such protection cannot be afforded through the use of an alternate fuel. Plant protection requirements include quantities of gas necessary for the protection of such material in process as would otherwise be destroyed, but does not include deliveries required to maintain production.

H. "Priority 1" shall mean gas supply and distribution services for Essential Human Needs Use.

2.3.2. Demonstration of Firm Pipeline Capacity (C)

In the event of an Emergency, as defined in the Service Limitations section of the Rules and Regulations of the Company's tariff, the Company may, but is not required to, requested Shippers to provide proof of utilization of firm pipeline capacity with primary firm entitlements to a city gate delivering into the company Local Market Area impacted by such Emergency. Absent such proof, the Shipper's deliveries on behalf of its customers(s) in the affected Local Market Area shall not be considered firm to the extent the deliveries exceed the affected customer(s)' contracted Standby Service with the Company.

Proof of firm pipeline capacity as described above shall require the Shipper to provide a copy to the Company of the applicable firm pipeline contracts reflecting the primary firm entitlements to the city gate delivering into the Company Local Market Area impacted by the Emergency and an appropriate nomination on the Company's electronic bulletin board reflecting such contract as the upstream contract in the nomination. The Shipper may redact pricing information in any contract supplied under this paragraph.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

2. Service Limitations - continued

2.3 Gas Emergency Rules - continued

2.3.3 Emergency Actions Curtailments (C)

A. In the event of an Emergency, if, in the sole judgment of the Company, there is sufficient time, the Company shall use reasonable business and operational efforts to: interrupt all interruptible services, issue Operational Flow and Matching Orders and Operational Alerts pursuant to the Rules Applicable to Distribution Service section of this tariff, and call for voluntary usage reductions by all customers prior to requiring reductions in gas consumption according to the provisions below.

B. In the event of an Emergency, the Company may curtail, in part or in whole, natural gas supply and/or distribution service for each commercial and industrial customer that is not a Priority 1 customer. Such curtailments will be made without regard to priorities of use as necessary to minimize the potential threat to public health and safety. Emergency Action curtailments will not require reductions to a level below the amount necessary for Plant Protection Use as defined in the Priority-Based Curtailment Definitions section. When all other service has been curtailed except for Priority 1 service and the Company continues to be unable to meet Priority 1 requirements, the Company shall exercise its judgment as to any further curtailment that may be necessary and shall utilize measures designed to minimize harm to customers if curtailments to plant protection use are found to be necessary. The Company shall restore service as soon as practicable to any gas-fired electric generation facility that is deemed critical to electric system reliability by the electrical system's control area operator.

C. In order to implement Emergency Action Curtailments, the Company shall provide an authorized usage factor using the means most likely to reach impacted customers (via telephone, fax, e-mail, electronic bulletin board or other reasonable means). For industrial and commercial customers taking General Distribution Service, the authorized usage factor will be based on each customer's then currently effective Maximum Daily Quantity. For sales service customers, the Company will base the authorized usage factor upon a recent billing cycle or other readily available consumption data that is available to both the customer and the Company. (C)

D. Emergency Action Curtailments shall be for a period specified by the Company until further notice, but shall last no more than five business days unless extended by Commission order. As an alternative to extending mandatory reductions for periods beyond five days, the Commission may order the Company to initiate Priority-Based Curtailments as defined below. The Company may change a customer's authorized usage factor, upon notice, at any time during an Emergency.

(C) Indicates Change

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RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

2. Service Limitations - continued

2.3 Gas Emergency Rules – continued

2.3.4 Priority-Based Curtailments

A. In the event the Commission orders a Priority-Based Curtailment, it will be administered in the following order, without incurring thereby any liability for any subsequent loss, injury, expense or damage which the customer may sustain by reason of such curtailment or discontinuance. If less than all of the requirements under a classification must be curtailed or discontinued, the Company will implement the curtailment or discontinuance on a pro-rata basis to the extent feasible, but may require curtailment in only portions of the Company's service territory. The following priority listing identifies the order of interruption for distribution services and sales services by incorporating the interruption requirements found in the Rules Applicable to Distribution Service.

B. In the event the Commission orders a Priority-Based Curtailment, the Company shall provide all affected customers the maximum notice possible, by means of telephone, fax or other acceptable forms of electronic communications and will specify the curtailment percentage of the customer's firm gas service and resulting allowance as may be the case.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

2. Service Limitations - continued

2.3 Gas Emergency Rules - continued

2.3.4 Priority-Based Curtailments - continued

Order of Curtailment	Priority	Rate Schedule	Type of Gas	
1	7	CDS, MLDS, LDS, NSS, NCS, EGDS, NGV, SDSS	Non-Flowing Distribution and Interruptible Service	(C)
2	6	SDS, SGDS	Non-Flowing Distribution and Interruptible Service	
3	5	CDS, MLDS, LDS, NCS, EGDS, NGV	Flowing Non-Contiguous Distribution Service	(C)
4	4	SDS, SGDS	Flowing Non-Contiguous Distribution Service	
5	3	CDS, MLDS, LDS, SDS, SGDS, MLSS, LGSS, SGSS, SS, NCS, EGDS, NGV, NSS	Industrial Flowing Contiguous Distribution and Firm and Interruptible Service	(C)
6	2	CDS, MLDS, LDS, SDS, SGDS, MLSS, LGSS, SGSS, SS, NCS, EGDS, NGV, SCD, NSS	Commercial Flowing Contiguous Distribution and Firm Non-Human Needs and Interruptible Service	(C)
7	1	RSS, SGSS, LGSS, MLSS, MLDS, LDS, SS, RDS, SDS, SGDS	Residential and Essential Human Needs Service	

Notes:

1) "Non-flowing Distribution" as used in Priorities (6) and (7) above is defined as the failure of customer-owned supplies to reach a Delivery Point of the Company as enumerated in the Rules Applicable to the Distribution Service.

2) "Flowing Non-Contiguous Distribution" as used in Priorities (4) and (5) above is defined as customer-owned supplies which have reached a Delivery Point of the Company, but at a Local Market Area other than the one in which the customers are located as defined in the Rules Applicable to Distribution Service.

3) "Flowing Contiguous Distribution" as used in Priority Categories (2) and (3) above is defined as customer-owned supplies which have reached a Delivery Point in the same Company Local Market Area in which the Customer's facilities are located as defined in the Rules Applicable to Distribution Service.

4) Customers in a higher priority, with Priority 1 being the highest, will not be curtailed until all customers falling into a lower priority have been restricted to plant protection use levels, unless operational circumstances or physical limitations warrant a different result.

5) Where only a partial restriction of a priority category is required, implementation shall be pro-rata to the extent practicable under the circumstances.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

2. Service Limitations - continued

2.3 Gas Emergency Rules - continued

2.3.4 Penalty Provisions

A. Penalty for Unauthorized Use

When a customer consumes more gas than the authorized usage factor specified by the Company under the Gas Emergency Rules section of this tariff,the Customer shall pay a penalty of Four dollars and sixty-six cents ($4.66) per thm for each thm taken in excess of the customer's authorized usage factor.

Any penalty charges incurred will be billed for the billing cycle in which the unauthorized consumption first occurs. Penalty charges will be due and Customer shall be subject to disconnection of service for nonpayment of such charges in accordance with the Rules and Regulations Governing the Distribution and Sale of Gas of this tariff. (C)

B. Continued Violation

The Company may discontinue service, for the duration of an emergency, to a customer that takes gas in violation of the provisions of the Gas Emergency Rules section of this tariff.

C. Disposition of Penalties

As of December 31 of each year, the Company shall total all penalties then collected from all Customers resulting from the Gas Emergency Rules applicable to the contract period of the same year. As of December 31 of each year, the Company shall also total the penalties paid to its supplier(s) for quantities taken in excess of the quantities authorized by supplier(s) for the contract period of the same year. The Company shall return to all Customers who did not incur penalties under the penalty provisions of the Gas Emergency Rules all penalties collected under the Gas Emergency Rules in excess of those penalties paid to the Company's supplier(s). The total amount of such penalties to be returned shall be divided by the total quantity of sales to all Customers who did not incur penalties during the contract period. The result of this computation shall represent the factor to be multiplied by each such Customer's total purchase quantities during the applicable contract period to determine the amount to be returned for each such Customer as a credit on the invoice to Customer for the January billing cycle. If the credit computed as above is less than one-thousandth of a cent per therm, the penalties to be returned shall be temporarily retained and added to the penalties to be returned in the subsequent period. All references to "contract period" in this Section shall mean a twelve-month period ended October 31. (C)

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

2. Service Limitations - continued

2.4 Emergency Curtailment for Tests or Repairs

If an emergency situation arises such as the necessity to modify, test, replace or repair the Company's facilities, or the facilities of the Company's supplier of gas, and the gas available for distribution by the Company is insufficient to meet all of the Customer's authorized quantities, then the Company, upon providing as much notice as possible to customer, shall order additional curtailment to customer to the extent required. Such additional reduction required shall be determined by the Company without regard to priorities of use; however, the authorized quantity shall not be lower than the minimum quantity necessary for Plant Protection Use. In the event the initial notice of additional curtailment to Customer is oral, such notice must be confirmed in writing within forty-eight (48) hours. The Commission will be notified immediately of the declaration of an emergency situation.

If Customer exceeds its authorized usage factor during a period of Emergency Curtailment for Tests or Repairs, Customer shall pay a penalty of Four dollars and sixty-six cents ($4.66) per thm for all quantities taken in excess of the Customer's emergency authorized quantity.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

2. Service Limitations - Continued

2.5 Compliance with Minimum Insulation Standards

The Company shall refuse service to all applicants for new gas service at facilities that do not meet the minimum insulation standards as prescribed herein. All applicants for new gas service must certify that the following minimum insulation standards have been met before service will be established.

2.5.1 Minimum insulation Standards - Residential Structures

A residential structure is a single-family residence, duplex, townhouse or multi-family apartment.

Any new or renovated residential structure to be served with gas for space heating purposes shall be thermally protected to the minimum standards set for new or renovated residential structures in the "Building Energy Conservation Act", as amended from time to time by the Commonwealth of Pennsylvania, and the rules and regulations lawfully promulgated thereunder by the Pennsylvania Public Utility Commission and the Pennsylvania Department of Community Affairs.

The following standards shall apply to existing residential dwellings where economically feasible:

(a) The thermal resistance of building sections adjacent to heated space shall be:

		Minimum
1.	Roof/ceiling	R-19
2.	Exterior Walls	R-11
3.	Floors over unheated crawl spaces and unheated basements	R-11
4.	Floors over unheated garages and areas open to the outside	R-19
5.	Foundation walls above frostline, including walls in living areas and basements	R-7
6.	Edge insulation	R-5
7.	Heating ducts in unheated areas	R-5

(b) Storm doors or insulated doors and storm windows or windows glazed with insulating glass shall be installed.

(c) Main entrance doors to multi-family apartment buildings shall be self-closing.

(d) Automatic thermostats should be used.

(e) Vapor barriers with adequate ventilation, weatherstripping, sill sealers, exterior caulking and attic fans shall be used wherever applicable.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

2. Service Limitations - Continued

2.5 Compliance with Minimum Insulation Standards -Continued

These standards shall apply to existing residential dwellings where economically and feasibly possible.

Mobile homes constructed after June 15, 1976 must meet the HUD "Mobile Home Construction and Safety Standards".

Mobile homes constructed before June 15, 1976 must satisfy this minimum thermal standard: "Storm doors or insulated doors and storm windows or windows glazed with insulating glass shall be installed."

2.5.2 Minimum Insulation Standards--Commercial and Industrial Structures

Any new commercial or industrial structure, where natural gas is to be utilized for space heating, must be thermally protected to the minimum thermal protection standards of ASHRAE 90-75.

Any existing commercial or industrial structure, where gas is to be utilized for space heating, must be thermally protected to the minimum thermal protection standards of ASHRAE 90-75 where economically and physically possible.

Where natural gas is to be used for product processing, the application for gas service will be reviewed by the Company to determine if the applicant has considered the economically efficient use of gas.

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RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

3. Application for Service

3.1 Application

All Applicants desiring any type of service from the Company under this Tariff shall contact the Company and specifically request the type and nature of service. Applications for service may be made by telephoning the Company or its authorized agent, or through application via the Internet.

Upon being contacted by a customer requesting service, the Company will advise the customer that Choice service is available and that the Company can mail them a list of licensed NGSs offering retail service in the Company's service territory with appropriate contact information for those suppliers. The Company will also advise the customer that they can view this information on the Internet and refer the customer to the Commission for further information.

Prior to providing utility service, the Company may require the applicant to provide:

1. Information that positively identifies him/her self.
2. The name of any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested.
3. The names of each adult occupant residing at the location, and proof of their identity.
4. A cash deposit, when applicable, as described in the Credit section of this tariff. (C)

The Company may ask for the combined gross income of all adult occupants; however, the applicant is not required to provide the information as a condition of receiving gas service, unless the applicant is seeking to enroll in the Company's Customer Assistance Program, or the applicant is applying for service at a location previously terminated for non-payment, in which cases the applicant must provide the combined gross income of all adult occupants.

3.2 Right to Reject

The Company may place limitations on the amount or character of service it will supply, or may reject applications for any of the following reasons:

(a) Until the customer has complied with the state and municipal regulations governing gas service.
(b) If the Company does not have adequate facilities to render the service desired.
(c) If such service is of a character that it is likely to affect unfavorably service to other customers.
(d) If, in the judgment of the Company, the applicant's installation of piping or gas equipment is hazardous, or of such a character that satisfactory service cannot be rendered.
(e) If an extension of street main, except as set forth under Section 8--Extensions, is required to furnish such service.
(f) Where the service proposed is from a transmission pipeline as specified in the Transmission Lines section of this tariff.
(g) When it is necessary to conserve the supply of gas as specified in the Service Limitations section of this tariff.
(h) Until the customer has complied with minimum insulation standards as specified in the Compliance with Minimum Insulation Standards section of this tariff.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

3. Application for Service – continued

3.2 Right to Reject – continued

(i) Failure to provide the names of each adult occupant residing at the location and proof of their identity.

(j) When an applicant who is required to secure an account to obtain service, does not pay a security deposit and does not provide a third party guarantor

(k) Non-payment of a cash deposit equal to one-sixth of the applicant's estimated annual bill, at the time the Company determines a deposit is required, from the following:

(1) An applicant who previously received utility distribution services and was a customer of the Company and whose service was terminated for any of the following reasons:

I. Nonpayment of an undisputed delinquent account.
II. Failure to complete payment of a deposit, provide a guarantee or establish credit.
III. Failure to permit access to meters, service connections or other property of the public utility for the purpose of replacement, maintenance, repair or meter reading.
IV. Unauthorized use of the utility service delivered on or about the affected dwelling.
V. Failure to comply with the material terms of a settlement or payment arrangement. (C)
VI. Fraud or material misrepresentation of identity for the purpose of obtaining utility service.
VII. Tampering with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other public utility equipment.
VIII. Violating tariff provisions on file with the commission so as to endanger the safety of a person or the integrity of the delivery system of the public utility.

(2) Any Applicant or Customer who is unable to establish creditworthiness to the satisfaction of the public utility through the use of a generally accepted credit scoring methodology which employs standards for using the methodology that fall within the range of general industry practice.

(3) A Customer who fails to comply with a material term or condition of a settlement or payment arrangement. (C)

3.3 Acceptance

Acceptance of service by the customer shall constitute an agreement to accept service under these Rules and Regulations, as amended from time to time, the Orders or Rules of the Pennsylvania Public Utility Commission, and Laws of the Commonwealth of Pennsylvania, and the Laws of the United States of America.

3.4 Unauthorized Use

The use of service delivered on or about the affected dwelling obtained from the Company without authority may be immediately terminated by the Company without prior notice as specified in the Notice of Termination of Service section of this tariff. The use of service without notifying the Company and enabling it to read its meter will render the user liable for any amount due for service supplied to the premises from the time of the last reading of the meter, immediately preceding his occupancy, as shown by the books of the Company.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

3. Application for Service – Continued

3.5 Fraud or Material Misrepresentation

The Company may immediately terminate service when fraud or material misrepresentation of the customer's identity is used for the purpose of obtaining service as specified in the Termination of Service section of this tariff.

4. Customer's Installations

4.1 Information from Customer

Anyone desiring to equip his premises for the use of gas shall communicate with the Company personally, or through his contractor or agent, giving the exact location of the premises and details of all gas consuming equipment to be installed.

4.2 Point of Connection

The Company will designate the point where the customer would be required to terminate his piping for connection to the lines of the Company. The furnishing of such information does not constitute an agreement, or obligation, on the part of the Company to render service.

4.3 Excess Flow Valves (C)

A customer who qualifies pursuant to 49 CFR Section 192.383 may request installation of an Excess Flow Valve (EFV). The customer will be required to pay all EFV installation costs associated with such installation before the Company begins work, if:

a. the Company has not scheduled the customer's premises for a service line replacement or a new service line, or
b. the customer requests the installation prior to the Company's scheduled installation time.

4.4 Meter Connections (C)

A domestic customer, at his expense, shall furnish and install the necessary piping, valves and fittings, exclusive of meter swivels, for the installation of the Company's meter or meters. All other customers may be required to furnish said piping, etc. depending upon the quantity of gas to be used and the conditions under which service is to be rendered.

4.5 Meter Space (C)

The customer shall provide, free of expense to the Company, a space satisfactory to the Company for meters, regulators, pipes, meter protection equipment or other equipment of the Company which may be necessary for the rendering of adequate service, the Company reserving the right to establish standards as to the location, size, fire-proofing, ventilating, etc. of such space in accordance with pressure conditions, quantities and other pertinent factors. In certain buildings, the Company may require that an approved meter room be provided.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

4. Customer's Installations – continued

4.6 Meter Location (C)

4.6.1 General

4.6.1.1 Unless otherwise specified in this tariff, meters shall be located outside. (C)

4.6.1.2 The Company shall have the right to determine the location of its meters, which must be placed where they will be easily accessible for meter reading, inspection, repairs, testing, changing and operation of the gas shut-off valve, and not exposed to outside forces such as extreme heat (as near steam pipes, boilers or furnaces), sudden changes of temperature, or liable to damage by having earth or objects thrown on or placed against them. Meters will not be set in coal cellars under any circumstances, nor under the deck of show windows, or in small closets, or other locations of a like character. (C)

4.6.1.3 When a premise has multiple meters in multiple locations at the premise each meter should be tagged or otherwise labeled to indicate there are multiple meter locations at the premise. (C)

4.6.1.4 When feasible and practical to do so, the meter location must accommodate the installation of the service line in a straight line perpendicular to the main. (C)

4.6.1.5 Meters may not be installed in the following locations: (C)

(a) Beneath or in front of windows or other building openings that may directly obstruct emergency fire exits.
(b) Under interior stairways.
(c) Under exterior stairways, unless an alternate means of egress exists and the meter is in a well-vented location under stairs constructed of non-combustible material.
(d) A crawl space.
(e) Near building air intakes pursuant to local or state building codes.
(f) In contact with soil or other potentially corrosive materials.

(C) Indicates Change

Supplement No. 259 to
Tariff Gas – Pa. P.U.C. No. 9
Second Revised Page No. 40b
Columbia Gas of Pennsylvania, Inc. **Canceling First Revised Page No. 40b**

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

4. Customer's Installations – continued

4.6 Meter Location - continued (C)

4.6.2 Inside Meter Location (C)

4.6.2.1 An inside meter location shall be considered only when: (C)

(a) The service line pressure is less than 10 PSIG; or,
(b) A meter is located in a building that meets one of the following criteria:

(i) The building is listed in the National Register of Historic Places or the customer or building owner notifies the Company that the building is eligible to be listed in the National Register of Historic Places and the eligibility can be readily confirmed by the Company.
(ii) A building is located within a historic district that is listed in the National Register of Historic Places or the customer or building owner notifies the utility that the historic district is eligible to be listed in the National Register of Historic Places and the eligibility can be readily confirmed by the Company.
(iii) A building has been designated as historic under the Pennsylvania Historic District Act, Municipalities Planning Code, or Municipal Home Rule Charter.
(iv) A building is located within a locally designated historic district or is eligible for such listing or a building is individually designated pursuant to local ordinance as a historic landmark or is eligible for such listing.

(c) Protection from ambient temperatures is necessary to avoid meter freeze-ups; or
(d) The Company determines that a meter is subject to a high risk of vandalism based on the Company's prior experience; or
(e) The Company determines that an outside meter location is neither feasible nor practical.

4.6.2.2 Installed inside meters must be attached to an operable outside shut off valve. (C)

4.6.2.3 Meters installed within a building must be located in a ventilated place not less than three (3) feet from a source of ignition or source of heat which may damage the meter. (C)

(C) Indicates Change

Supplement No. 259 to
Tariff Gas – Pa. P.U.C. No. 9
Second Revised Page No. 40c
Columbia Gas of Pennsylvania, Inc. **Canceling First Revised Page No. 40c**

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

4. Customer's Installations – continued

4.6 Meter Location - continued (C)

4.6.3 Outside Meter Location (C)

4.6.3.1 Outside meters shall be installed in one of the following locations: (C)

(a) When feasible and practical to do so, aboveground in a protected location adjacent to the building served, or as close as possible to the point where a production or transmission line is tapped.
(b) In a buried vault or meter box when:
(i) the vault or meter box is located on the customer's or building owner's property, either adjacent to the building served or near the gas main; or
(ii) the vault is located in a public right-of-way, subject to the consent of local jurisdictions as may be required.

4.6.3.2 On an outside meter installation, a meter cover or housing may be required when, in the Company's judgment, conditions require such physical protection for the meter installation. (C)

The Company will incur the expense for meter protection equipment and installation when it installs a meter or to comply with safety regulations, with the exception of the following circumstances:

(a) In a new service situation, the Company will determine a meter location that does not require meter protection. If the applicant prefers a different meter location and the Company determines that the applicant's preferred location would require meter protection but otherwise meets State and Federal regulations, the Company may agree to the alternate meter location so long as the applicant bears the equipment and installation costs of meter protection necessary as determined by the Company.
(b) After the original meter installation, any physical change to the premises that results in an unsafe condition because of the lack of meter protection as determined by the Company requires that the customer bear the expense of equipment and installation of meter protection.
(c) When meter tampering is identified, the customer is required to bear the equipment and installation cost that the Company deems necessary.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

4. Customer's Installations – continued

4.6 Meter Location - continued

4.6.4 Vaults or Meter Boxes (C)

4.6.4.1 The Company may consider a specially constructed cabinet recessed in the building wall, sealed from inside the building and vented to and accessible from outside the building. (C)

4.6.4.2 The Company shall consider proper design and location criteria for a meter box including: (C)

(a) ventilation;
(b) vehicular traffic;
(c) soil accumulation;
(d) surface water runoff;
(e) high water table;
(f) proximity to building air intakes or openings; and
(g) proximity to an excessive heat source as defined under 49 C.F.R. §192.353(C).

4.6.4.3 Piping installed through vault walls shall be properly coated to protect from corrosion. (C)

4.6.4.4 Vaults containing gas piping may not be connected by means of a drain connection to any other underground structure. (C)

4.6.4.5 When a meter box is located outside a paved surface, the Company shall consider fill, topsoil, or sod being placed over the vault and, when feasible and practical to do so, choose an alternate location. (C)

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

4. Customer's Installations – continued

4.7 Relocation of a Meter (C)

Whenever a meter is relocated it must meet the Meter Location criteria specified in the General, Inside Meters, and Outside Meters subsections of this Rule 4. Customer Installations.

4.7.1 Notice of Relocation (C)

4.7.1.1 Except in the case of an emergency, the Company shall provide written notice to a customer by first class mail or by personal delivery at least 30 days prior to relocating and subsequently installing a meter outside the customer's building. (C)

4.7.1.1.1 The notice must request that if the customer is not the owner of the building, the customer shall forward the written notices to the owner of the building. (C)

4.7.1.1.2 If the Company knows the current address of the owner of the building, notice shall also be mailed or delivered to that address. (C)

4.7.1.2 The written notice will inform the customer and building owner of the equipment that the Company proposes to relocate, the planned new location, and how to contact the Company to provide supplemental information that the Company may not have, such as the building's historic status. The written notice must include contact information for the Commission's Bureau of Consumer Services. (C)

4.7.2 Responsibility of Cost (C)

4.7.2.1 Unless caused by a customer's or building owner's violation of applicable gas safety or tariff rules, the Company shall pay the costs of relocating a meter when the relocation is performed to meet the Company or Commission safety requirements, including, but not limited to, 52 Pa. Code § 59.18. (C)

4.7.2.2 Unless caused by a customer's or building owner's violation of applicable gas safety or tariff rules, the Company shall bear the cost of extending customer-owned facilities to the new meter location when the relocation is performed to meet the Company or Commission safety requirements, including, but not limited to, 52 Pa. Code § 59.18. (C)

4.7.2.3 A customer or building owner requesting that a meter be moved shall pay the costs associated with relocation and any Company required meter protection installation when the meter is currently situated in a suitable location under State and Federal regulations. (C)

(C) Indicates Change

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Tariff Gas – Pa. P.U.C. No. 9
Third Revised Page No. 41
Columbia Gas of Pennsylvania, Inc. **Canceling Second Revised Page No. 41**

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

4. Customer's Installations – Continued

4.8 Temporary Service (C)

The customer shall pay the cost for all material, labor and all other necessary expense incurred by the Company in supplying gas service to the customer for any temporary purpose or use, and shall pay the cost of removing material after service is discontinued, in addition to the regular payments for gas used. The Company will credit the customer with the reasonable salvage value of any material recovered.

4.9 Service Lines (C)

4.9.1 The customer shall install at his expense the service line to the point of connection designated by the Company. (See Rule 8.1Service Connections.) (C)

4.9.2 The service line to be installed by the customer shall be in accordance with the Company's requirements as to diameter. All material and construction must be of a quality accepted by the best gas fitting practices, and must conform with the Company's Rules and Regulations governing the installation of service lines. (C)

4.9.3 In those cases where the service connection of the Company has been installed, the customer shall connect the service line installed by him to the service connection of the Company in a manner required by the Company. In those cases where the service connection of the Company has not been installed, the Company shall connect the service line installed by the customer to the service connection of the Company. (C)

4.9.4 When feasible and practical to do so, a building may not have more than one service line. No additional tap or service lines shall be made or meter set for gas service to a garage, or other building on any lot where there already exists a service line to the residence or main building of the customer. (C)

4.9.5 When feasible and practical to do so, a service line must terminate at the inlet valve of the meter set in the building in which the service line enters. (C)

4.9.6 When feasible and practical to do so, the customer's service line must be installed in a straight line perpendicular to the main. (C)

4.10 Regulators (C)

Except as otherwise provided herein, the pressure of gas flowing into a customer's meter shall be controlled by a device owned by the Company and referred to as a regulator. The Company shall determine the type and size of the regulator as well as procure, install and maintain the regulator. The Company may from time to time change or alter the regulator to ensure adequate pressure to serve the customer.

In rural areas, where gas service is obtained from a high pressure line, the necessary regulator or regulators and safety devices required to reduce the pressure from the maximum pressure at the high pressure line to a suitable utilization pressure are to be installed at the customer's expense.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

4. Customer's Installations – Continued

4.11 Regulator Location (C)

4.11.1 General (C)

4.11.1.1 Unless otherwise specified in this Rule 4 Customer Installations, regulators shall be located outside.

4.11.1.2 Except for low pressure systems with service line pressure less than 10 PSIG, regulators must be located outside when a meter is located inside. (C)

4.11.1.3 The Company will consider potential damage by outside forces when determining a regulator location. (C)

4.11.1.4 Regulators may not be installed in the following locations: (C)

(a) Beneath or in front of windows or other building openings that may directly obstruct emergency fire exits.
(b) Under interior stairways.
(c) Under exterior stairways, unless an alternate means of egress exists and the regulator is in a well-vented location under stairs constructed of non-combustible material.
(d) A crawl space.
(e) Near building air intakes pursuant to local or state building codes.
(f) In contact with soil or other potentially corrosive materials.

4.11.1.5 The Company may consider a specially constructed cabinet recessed in the building wall, sealed from inside the building and vented to and accessible from outside the building. (C)

4.11.2 Outside Regulators (C)

4.11.2.1 Outside regulators shall be installed in one of the following locations: (C)

(a) When feasible and practical to do so, aboveground in a protected location adjacent to the building served, or as close as possible to the point where a production or transmission line is tapped.
(b) In a buried vault or meter box when:

(i) the vault or meter box is located on the customer's or building owner's property, either adjacent to the building served or near the gas main; or
(ii) the vault is located in a public right-of-way, subject to the consent of local jurisdictions as may be required.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

4. Customer's Installations – Continued

4.12 Relocation of a Regulator (C)

Whenever a regulator is relocated it must meet the Regulator Location criteria specified in the General and Outside Regulators subparagraphs above.

4.12.1 Notice of Relocation (C)

4.12.1.1 Except in the case of an emergency, the Company shall provide written notice to a customer by first class mail or by personal delivery at least 30 days prior to relocating and subsequently installing a regulator outside the customer's building. (C)

4.12.1.1.1 The notice must request that if the customer is not the owner of the building, the customer shall forward the written notices to the owner of the building. (C)

4.12.1.1.2 If the Company knows the current address of the owner of the building, notice shall also be mailed or delivered to that address. (C)

4.12.1.2 The written notice must inform the customer and building owner of the equipment that the Company proposes to relocate, the planned new location, and how to contact the Company to provide supplemental information that the Company may not have, such as the building's historic status. The written notice must include contact information for the Commission's Bureau of Consumer Services. (C)

4.12.2 Responsibility of Cost (C)

4.12.2.1 Unless caused by a customer's or building owner's violation of applicable gas safety or tariff rules, the Company shall pay the costs of relocating a regulator when the relocation is performed to meet the Company or Commission safety requirements, including, but not limited to, 52 Pa. Code § 59.18. (C)

4.12.2.2 Unless caused by a customer's or building owner's violation of applicable gas safety or tariff rules, the Company shall bear the cost of extending customer-owned facilities to the new regulator location when the relocation is performed to meet the Company or Commission safety requirements, including, but not limited to, 52 Pa. Code § 59.18. (C)

4.12.2.3 A customer or building owner requesting that a regulator be moved shall pay the costs associated with relocation when the regulator is currently situated in a suitable location under State and Federal regulations. (C)

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

4. Customer's Installations - Continued

4.13 House Piping (C)

Prior to the installation of house piping by the customer in new or altered premises, inquiry should be made of the Company to determine the requirements, sizes of pipe, quality and other specifications.

4.14 Maintenance of Lines (C)

All house and service lines to the curb valve, or to the property or lot line if there is no curb valve, shall be kept and maintained in good condition by the owner of such facilities. When leaky or hazardous conditions of the service and house lines are found, repairs shall be made promptly by the owner of such facilities. (See the Ownership and Maintenance section of this tariff for further information.)

4.15 Interference with Facilities (C)

Without prior written notice to the Company, the customer shall not open, tamper or interfere with, in any manner, his service line or with any regulator or regulators or safety appliances installed in connection with service to him, irrespective of ownership thereof, except to see that same are kept in proper working order. Neither shall the customer increase or decrease the pressure of same without the written approval of the Company. Any customer action taken that may endanger the safety of a person or the integrity of the Company's delivery system will be grounds for immediate termination without notice as specified in the Termination of Service section of this tariff.

4.16 Customer's Responsibility (C)

Customer assumes all responsibility for property owned by the customer on customer's side of the point of connection, as well as for the installation and appliances used in connection therewith, and will save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on customer's side of the point of connection.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

5. Testing and Inspecting of Customer's Installations

5.1 Requirement

Prior to the introduction of gas service, the service line of the customer must be tested and inspected to ensure compliance with the Company's standards for gas piping on the customer's premises. Prior to the introduction of gas service, the house piping of the customer must be tested and inspected to ensure compliance with all applicable codes for house piping on the customer's premises.

5.2 Company's Right to Inspect Customer Service Lines (C)

The Company shall have the right, but shall not be obliged, to inspect any new installation before service is introduced or at any later time, and reserves the right to reject any piping or appliances that is not in accordance with the Company's standard for gas piping on the customer's premises or any applicable codes. However, any such inspection, or failure to inspect, or to reject, shall not render the Company liable or responsible for any loss or damage, resulting from defects in the installation, piping, or appliances, or from violation of Company rules, or from accidents which may occur upon the premises of the customer.

5.3 Testing of Service Lines and House Piping

The customer's service line and house piping must be tested by the owner or his competent representative before service is rendered to a customer, or before service is resumed to a customer whose service line or house piping has been repaired, renewed, enlarged or changed in any manner. Such test is to be made in accordance with the Company's standards for gas piping on customer's premises and all applicable codes.

5.4 Defective Installation

The Company may refuse to connect if, in its judgment, the Customer's installation is defective, or unsatisfactory; it does not meet company standards; or if it fails to meet any applicable code.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

5. Testing and Inspecting of Customer's Installations - Continued

5.5 Unsatisfactory Test or Inspection

In case of leak, or other unsatisfactory condition of the service line, or house piping, resulting in the disapproval thereof by the Company, correction shall be made of such condition at the owner's expense, in accordance with the Company's standards for gas piping on the customer's premises and all applicable codes.

5.6 Inspection and Testing Fee

The first inspection at any premises shall be without charge, but additional inspections requested by the customer or required because of unsatisfactory conditions disclosed by the first inspection shall be subject to a charge at the rate of Thirty-one Dollars ($31.00) per hour.

5.7 Responsibility for Material or Workmanship

The Company will not be responsible for any imperfect material or defective or faulty workmanship or for any loss or damage arising from such imperfect material or defective or faulty workmanship, in any job of gas fitting solely by virtue of inspection by Company inspectors under the Testing and Inspecting of Customer's Installations section of this tariff. For protection, adequacy and safety of service to its customers, the Company has adopted these Rules and Regulations, and may refuse to turn gas into any premises where the gas piping does not conform to the rules and regulations. (C)

6. Credit

6.1 Prior Debts

6.1.1 Residential Prior Debts

Service will not be furnished to a former residential customer until amounts due for gas service within the last four (4) years at previous location(s) and in the customer's name have been satisfied. The four (4) year limitation does not apply if the balance includes amounts that were the result of fraud or theft on the part of the applicant. (C)

The Company may, but is not required, to allow the outstanding residential account balance to be transferred to the new account and amortized over a reasonable period of time.

The Company will use all means of determining liability for a past due balance of any residential applicant or customer. This may include the following: (C)

(1) Use of Company records that contain confidential information previously provided to the Company.
(2) The dates contained on a valid mortgage, lease or deed containing the applicant or customer's name coincide with the address and period for which the outstanding bill amount accrued and for which the utility is holding the applicant or customer responsible.

(C) Indicates Change

RULES AND REGULATIONS GOVERING THE DISTRIBUTION AND SALE OF GAS (Continued)

6. Credit - Continued

6.1 Prior Debts

6.1.1 Residential Prior Debts – continued

(3) Information contained in the Company's records that indicate that the applicant was an occupant living at the premise for which the applicant is requesting service during the time frame that the bill accrued.
(4) Use of a skip tracing software that contains records of names and addresses. This information is maintained by a third party vendor that contains multiple sources of public information. (C)
(5) Information provided by the applicant or customer and accepted by the Company that verifies that the applicant or customer resided at another address during the period of time in which the bill accrued. (C)

If an outstanding balance exists at the property for which service is being requested, before providing service the Company may require the payment of any outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued. (C)

6.1.2 Commercial or Industrial Prior Debts

Service will not be furnished to a former commercial or industrial customer until amounts due for gas service at a previous location and in the customer's name have been satisfied.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

6. Credit - continued

6.2 Deposits

Deposits may be required from customers taking service for a period of less than thirty (30) days, in an amount equal to the estimated gross bill for such temporary period. The estimated annual bill shall be calculated on the basis of the annual bill to the premise at which service is being requested for the prior 12 months, or, if unavailable, a similar premise in close proximity. Deposits required by the Company for Tariff regulated charges shall be based on only those regulated charges. Any customer having secured the return of a deposit shall not be required to make a new deposit unless the service has been discontinued or the customer's credit standing impaired through failure to comply with Tariff provisions.

(1) Residential Deposits

The Company uses a generally accepted credit scoring methodology, in the range of general industry practice, based on an Applicant or Customer's utility payment history. The Company will access one of three major credit reporting agencies that use a commercially recognized credit scoring methodology. The payment history of the applicant or customer that is available to the credit reporting agency determines the credit score. (C)

Deposits for residential service will equal one sixth of the estimated annual bill of the property for which the residential utility service is requested. (C)

A Customer or Applicant who is confirmed to be eligible for the Customer Assistance Program shall not be asked to provide a cash deposit. (C)

(A) When applicable, a deposit for residential service may be required from the following:

1. An Applicant who previously received utility distribution services and was a customer of the Company and whose service was terminated for any of the following reasons:

(a) Nonpayment of an undisputed delinquent account.
(b) Failure to complete payment of a deposit, provide a guarantee or establish credit.
(c) Failure to permit access to meters, service connections or other property of the Company for the purpose of replacement, maintenance, repair or meter reading.
(d) Unauthorized use of the utility service delivered on or about the affected dwelling.
(e) Failure to comply with the material terms of a settlement or payment arrangement.
(f) Fraud or material misrepresentation of identity for the purpose of obtaining utility service.
(g) Tampering with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other public utility equipment.
(h) Violating tariff provisions on file with the commission so as to endanger the safety of a person or the integrity of the delivery system of the public utility.

2. Any residential Applicant or Customer who is unable to establish creditworthiness to the satisfaction of the Company through the use of a generally accepted credit scoring methodology which employs standards for using the methodology that fall within the range of general industry practice. The Company may use other means to determine credit worthiness for commercial and industrial customers.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

6. Credit - Continued

6.2 Deposits – Continued

3. A customer who fails to comply with a material term or condition of a settlement or payment arrangement. (C)

(B) The Company may accept a third-party guarantor in lieu of a cash deposit for a residential account. The guaranty shall be in writing and shall state the terms of the guaranty. The Guarantor shall be responsible for all missed payments owed to the Company.

(2) Non-Residential Deposits or Other Form of Adequate Financial Assurance

(A) Letters of credit or other forms of financial assurance acceptable to the Company may be required from all other applicants or customers. The Company shall perform a creditworthiness evaluation of the Applicant or Customer, including an assessment of the credit risk exposure resulting from, but not limited to, distribution rates, customer charges, charges for natural gas supply, interstate pipeline capacity charges, imbalance charges, cash-out charges, pipeline penalty charges, and any other amounts that may become owed to the Company by the Applicant or Customer. If at any time before or during the provision of service to the Applicant or Customer the Company determines that the credit risk exposure is greater than any secured and/or unsecured credit that may be granted resulting from the creditworthiness evaluation, the Applicant or Customer must provide the Company with adequate financial assurance to cover the difference between the credit risk exposure and any secured and/or unsecured credit granted prior to, or to continue receiving any type of service from the Company.

6.3 Return of Deposit or Other Form of Adequate Financial Assurance

The Company may hold a deposit secured from a residential customer until a timely payment history is established. A timely payment history is established when a Residential Customer has paid in full and on time for twelve (12) consecutive months. If a Residential Customer becomes delinquent before the end of the deposit holding period the Company may deduct the outstanding balance from the deposit. At the end of the deposit-holding period, the Company shall deduct the outstanding balance from the deposit and return or credit any positive difference to the customer. If service is terminated before the end of the deposit-holding period, the Company shall deduct the outstanding balance from the deposit and return any positive difference to the customer within sixty (60) days of the termination. (C)

Deposits or other forms of adequate financial assurance secured from a non-residential customer shall be returned to the depositor when undisputed bills covering a period of twelve (12) months have been paid, provided, however, that the Customer's credit profile determined from an updated creditworthiness evaluation conducted by the Company in its reasonable judgment has not so deteriorated by the end of the twelve months as to warrant continued retention of the deposit or other adequate financial assurance. The payment of any undisputed bill, within the meaning of the Public Utility Law, shall be payment of the bill with or without discount or penalty, within thirty (30) days following the period for which the bill was rendered, or payment within thirty (30) days following presentation of the bill, or the payment of any contested bill, payment of which is withheld beyond the period herein mentioned, and the dispute is terminated substantially in favor of the customer, and payment made by the customer within ten (10) days thereafter.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

6. Credit - continued

6.4 Interest on Deposits

6.4.1 Residential

The Company shall accrue interest on the deposit for a residential account, at the simple annual interest rate determined by the Secretary of Revenue for interest on the underpayment of tax under section 806 of the act of April 9, 1929 (P.L. 343, No. 176), known as The Fiscal Code until it is returned or applied. (C)

The interest rate in effect when the deposit is required to be paid shall remain in effect until the later of: 1) the date the deposit is refunded or credited; or 2) December 31. On January 1 of each year, the new interest rate for that year will apply to the deposit. (C)

6.4.2 Non-residential

The Company will pay interest on cash deposits from non-residential customers at the rate of six percent (6%) per annum, without deduction for any taxes thereon. Non-residential accounts with deposits held for more than a year will receive a credit toward their outstanding balance for any accrued interest. The credit will be applied to the account balance at the end of each calendar year. (C)

6.5 Time for Paying Deposits

Upon reconnection of service at a premise previously terminated for non-payment, the Company may require the Applicant or Customer to pay a cash deposit and the Applicant shall have up to 90 days to pay the deposit in accordance with the provisions of Chapter 56. (C)

6.6 Failure to Pay Full Amount of Cash Deposit

The Company may deny service to an Applicant who requests service at a premise previously terminated for non-payment if the Applicant fails to pay the first installment of the cash deposit in accordance with the provisions of Chapter 56. The Company may terminate service to a customer who began taking service at a premise previously terminated for non-payment when the Customer fails to pay the full amount of the cash deposit in accordance with the provisions of Chapter 56. At all other premises, the Company shall not be required to provide service to an Applicant or Customer who fails to pay the full amount of the cash deposit within 90 days, and the Company may terminate service to a Customer who fails to pay the full amount of the cash deposit. (C)

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

7. Point of Delivery of Gas to Customer

7.1 Point of Delivery

The point of delivery of gas to a customer shall be at the outlet side of the curb valve, or the property or lot line if there is no curb valve, at which point title of the gas shall pass to the customer; provided, however, in the territory formerly served under Tariff Gas - Pa. P.U.C. Nos. 6 and 7, the point of delivery shall be the outlet side of the meter at which point title of the gas shall pass to the customer. (See the Description of Territory section of this tariff to identify territory formerly served under Tariff Gas - Pa. P.U.C. No. 6 and Tariff Gas - Pa. P.U.C. No. 7.)

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

8. Extensions

8.1 Service Connections

The Company will install the service line from its main to point of delivery, as defined in the Point of Delivery section of this tariff; provided, however;

(a) In the territories formerly served under Tariff Gas--Pa. P.U.C. No. 6 and Tariff Gas--Pa. P.U.C. No. 7, the Company will install at its expense the service line from its main to a convenient point approximately one-hundred fifty (150) feet inside the customer's property line, absent any abnormal underground conditions or excessive permitting requirements. (See the description of Territory section of this tariff to identify territory formerly served under Tariff Gas--Pa. P.U.C. No. 6 and Tariff Gas--Pa. P.U.C. No. 7.)

(b) In rural areas, where service is not available directly from the Company, service may be provided from a transmission or production line. It is the sole discretion of the owner of the transmission or production line to allow service from their facilities to the customer. If connection is allowed, the Company's service connection will consist of a tap on the line and a service valve.

8.2 Capital Expenditure Policy

8.2.1 Residential Distribution Service

The Company, at its discretion, may extend its distribution mains up to a distance of one-hundred fifty (150) feet on any street or highway without cost to an applicant(s), absent any abnormal underground conditions or unusual permitting requirements. When abnormal underground conditions or unusual permitting requirements exist, as determined by the Company, the applicant(s) will be required to pay a refundable cash deposit in an amount determined by the Company. (C)

The applicant(s) will be required to pay a cash deposit to the Company when it is necessary to extend the main line more than one-hundred fifty (150) feet per applicant. The cash deposit will be equal to the difference between the minimum capital investment required to serve the applicant(s)'s gas requirements, excluding the one-hundred fifty (150) foot main allotment per applicant, and the amount of capital that the Company can justify investing in the project, based on the anticipated gas requirements of the applicant(s). The minimum capital investment is the capital expenditure required to serve only the gas requirements requested by the particular applicant(s).

The maximum allowable investment is the amount of capital expenditure which the estimated revenues generated from a proposed project would support and still provide the necessary return to the Company, taking into consideration the estimated additional annual quantities, rate schedule, cost of gas, operating and maintenance expense, interest and taxes.

If the net present value of the project is greater than $1,000 per applicant, the Company may, at its sole discretion, provide a contribution up to $1,000 per applicant, to offset installation costs of gas piping incurred by the applicant(s).

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

8. Extensions - Continued

8.2 Capital Expenditure Policy – Continued

8.2.2 Commercial and Industrial Distribution Service

The applicants will be required to provide a refundable cash deposit to the Company equal to the difference between the minimum capital investment required to serve the applicant's gas requirements and the amount of capital that the Company can justify investing in the project, based on the anticipated gas requirements of the applicant(s). Minimum capital investment is the capital expenditure required to serve only the gas requirements requested by the particular applicant(s).

(a) Projects Where the Net Present Value of the Cash Flows, Using the Minimum Capital Investment, is Equal to or Greater than Zero.

Such projects are economically feasible provided that there are assurances that the applicant will use the projected quantities of gas for the minimum time period stated in the agreement. Such assurances may be provided in the form of a minimum use agreement, in which applicant contractually agrees to take delivery of certain minimum quantities of gas, and to pay the applicable distribution charges for such quantities, irrespective of applicant's actual consumption of gas. At the Company's sole discretion, a deposit may be required if the Company is not certain that the applicant will use the quantity of gas, as projected, for the entire Minimum Time Period. The maximum required deposit shall be no more than the minimum capital investment.

(b) Projects Where the Net Present Value of the Cash Flows, Using the Minimum Capital Investment, is Less than Zero.

The Company shall require a refundable deposit in the amount equal to the net present value when the net present value is less than zero. For example, if the net present value of a project is -$1,000, the Company shall require a $1,000 refundable deposit. In addition, if there is uncertainty that the applicant will use the projected quantity of gas for the minimum time period stated in the agreement, the Company may, in its sole discretion, (1) require the Applicant to pay an additional refundable deposit, or (2) require the applicant to enter into a minimum use agreement, in which applicant contractually agrees to take delivery of certain minimum quantities of gas, and to pay the applicable distribution charges for such quantity, irrespective of applicant's actual consumption of gas. The additional refundable deposit, if required, shall be no more than the combined total of the Company's minimum capital investment and the net present value. For example, if the Company's minimum capital investment is $10,000 and the net present value of the project is -$1,000, the applicant shall be required to provide an additional $9,000 deposit. (C)

For purposes of subsection (a) and (b), above, the maximum allowable investment is the amount of capital expenditure which the estimated revenues generated from a proposed project would support and still provide the necessary return to the Company, taking into consideration the estimated additional annual quantity, rate schedule, cost of gas, operating and maintenance expense, interest and taxes.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

8. Extensions – Continued

8.2 Capital Expenditure Policy – Continued

8.2.3 Reduction or Elimination of Deposit

In any case where a deposit is required, it may be reduced or eliminated, if in the Company's judgment, the institution of such service will benefit other customers within a reasonable period of time.

8.2.4 Payment Period of Deposit (C)

When an applicant's projected annual usage is greater than 64,400 therms, the Company and the applicant may negotiate the period over which the deposit will be paid. If the applicant pays thirty percent (30%) of the deposit prior to commencement of the line extension construction, the remaining balance of the deposit may be paid over a period that is agreed upon between the Company and the applicant. Otherwise, the payment period will not exceed ten (10) years. The terms of any payment period will be memorialized in an agreement between the applicant and the Company. The installment amount will be added to and included in the Customer Charge line item on the customer's bill.

8.2.5 Taxes on Deposits for Construction & Customer Advances

Any deposit, advance or other like amounts received from the applicant which shall constitute taxable income as defined by the Internal Revenue Service will have the income taxes segregated in a deferred account for inclusion in rate base in a future rate case proceeding. Such income taxes associated with a deposit or advance will not be charged to the specific depositor of the capital.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

8. Extensions - continued

8.3 Deposits and Refunds

When a deposit is required by the Company, the terms and conditions of the project and the refund will be specified in an agreement between the Company and the applicant.

Part or all of the deposit may be subject to refund to the applicant upon such basis or conditions as may be mutually agreeable to the Company and the applicant.

8.4 Ownership and Maintenance

The Company shall own, maintain and renew, when necessary, its main extension and/or service line from its main to the point of delivery, as defined in Rule 7.1.

8.5 Interference with Facilities

The Company's main, service line, curb valve shall not be opened, tampered or interfered with at any time. Any action taken, without the Company's prior knowledge, will be considered an action endangering the safety of a person or the integrity of the Company's delivery system and will be grounds for immediate termination of service.

8.6 Special Facilities

Any special services, facilities, instrumentalities or non-standard construction methodologies which may be rendered or furnished by the Company for an applicant or customer at his request or at the direction of a governmental authority, and not provided for in the Company's rate schedules, and not ordinarily, necessarily, or directly involved in the furnishing of natural gas distribution service, including but not limited to any distribution system improvements necessary to serve customers seeking to add gas fired generating units, natural gas vehicle filling stations or other customer equipment that places higher than typical demands on the distribution system, shall be paid for by the applicant or customer for whom such services, facilities, instrumentalities or non-standard construction methodologies are furnished, and such costs shall be in addition to the charges for natural gas distribution service provided for in the applicable rate schedule or in addition to any deposit required under this section.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

9. Rights-of-Way

9.1 Company Facilities on Applicant or Customer's Property (C)

When, in order to serve an applicant or customer, it is necessary to extend the Company's facilities over or through the applicant or customer's property, the applicant or customer may be required to enter into a right of way agreement with the Company in which the applicant or customer shall grant to the Company all necessary easements or rights of way on property owned by the applicant or customer at no cost to the Company. Any such easement or right of way shall be recorded and shall run with the land. Applicant or customer will be required to save the Company harmless from claims to the easements or rights of way granted to the Company pursuant to this tariff provision.

9.2 Procurement by Applicant or Customer (C)

When, in order to provide natural gas distribution service to an applicant or customer, it is necessary to extend the Company's facilities over or through the property of a third party, the applicant or customer shall, at a minimum, use its best efforts to assist the Company in acquiring any necessary easements or rights of way on property owned by third parties. The applicant or customer may be required to secure to, and for, the Company, all necessary and convenient easements or rights of way and to pay the costs incident thereto. The applicant or customer shall accept service subject to any limitations or restrictions contained in the easement or right of way agreement.

9.3 Delays (C)

Applications for service from facilities to be constructed where a right of way is not owned by the Company, will only be accepted subject to delays incident to obtaining a satisfactory easement or right of way. The Company shall not be obligated to proceed with the capital expenditure and the Company's agreement to construct facilities to serve the applicant or customer may be terminated at the discretion of the Company if: (1) the applicant or customer fails to enter into a right of way agreement or easement with the Company as required by the provisions of this Tariff regarding Company Facilities on Applicant or Customer's Property; or (2) the Company is not able to obtain such third party easements or rights of way upon terms and conditions (including cost) mutually agreeable to the Company and such third party property owner(s). In the event of such termination, the applicant or the customer shall be responsible for all costs expended or obligated by the Company related to the proposed facilities at the time of termination.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

10. Introduction of Service

10.1 Customer to be Present When Service is Commenced

As a safety precaution, the customer, or an adult representative of the customer, shall specify the time when gas service is to be turned on, and the Company will not turn on such service unless said customer or adult representative so directs.

11. Company Equipment on Customer's Premises

11.1 Maintenance

The Company shall keep in repair and maintain its own property installed on the premises of the customer.

11.2 Customer's Responsibility

The customer shall be responsible for safe keeping of the Company's property while located on the customer's premises. In the event of injury or destruction of any such property from the act of negligence of the customer or his agent, the customer shall pay the costs of repairs and replacement.

11.3 Protection by Customer

The customer shall protect the equipment of the Company on his premises, and shall not permit any person, except a Company employee having proper Company identification, to break any seals upon, or do any work on, any meter, service pipe or other equipment of the Company located on the customer's premises.

11.4 Tampering

In the event of the Company's meters or other property being tampered or interfered with, the customer being supplied through such equipment shall pay the amount which may be reasonably estimated to be due for service used but not registered on the Company's meter, and for any repairs, replacements or changes in facilities required, as well as for costs of inspections, investigations and protective installations.

11.5 Access to Premises

The Company, or its authorized agents, shall have access at all reasonable times to the property or premises in or on which gas is used, to determine if the gas is being carried, distributed and burned in a proper and safe manner and in accordance with these Rules and Regulations, or to read, inspect and test the meter or house lines and other appliances, equipment or facilities. Refusal on the part of the customer to allow access to his premises shall constitute sufficient cause for turning off the gas supply to such premises.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

11. Company Equipment on Customer's Premises - continued

11.5 Access to Premises - Continued

In the event the customer does not provide access during a 12 consecutive billing cycle period to read the meter, upon notice from the Company, the customer must choose from one of the following three options: (C)

(1) To schedule a service call to gain access to the premises for purposes of inspection or meter reading. The Company will provide one service call annually to customers for the purpose of gaining access. If a customer requests to schedule an additional service call during a 12 consecutive billing cycle period, the customer will be assessed a charge for a one hour service call. Additionally, if the customer fails to meet a scheduled appointment without good cause and without providing a 24 hour notice of cancellation, the Company may charge for one hour of service time. If the Company fails to meet a scheduled appointment without good cause and without providing 24 hour notice of cancellation, the Company may credit the customer's account with a credit equal to one hour of service time; or (C)

(2) To install, at the Customer's expense, telemetering facilities for purposes of monitoring and/or billing customer usage. Customer shall provide and maintain phone and/or electric lines to the location of such facilities as specified by the Company; or

(3) To install, an electronic meter-reading device for the purpose of monitoring and/or billing customer usage.

If the customer does not select one of the above three options within 60 days after notice from the Company, the Company reserves the right in its sole discretion to implement one of the above three options. If the customer refuses to allow the Company to implement one of the above three options, it will be grounds for termination. (C)

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

12. Selection of Rate Schedule

12.1 Choice of Rate and Company Assistance

Where optional rate schedules are available for the same class of service, the customer shall designate the schedule he desires. Where selection of the most favorable schedule is difficult to predetermine, the Company will, at the request of the customer, assist the customer in the choice of the schedule most advantageous to the customer. The customer will be given reasonable opportunity to change to another schedule, but the Company shall not be required to make refunds for any previous billing under any schedule prior to the time of receipt of a written request from the customer for a change to another schedule.

While the Company will explain the contents of each of its rate schedules to customers, the Company shall not be required to assist customers in choosing between sales service and distribution service or in evaluating proposals of natural gas suppliers.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

13. Service Continuity

13.1 Regularity of Supply

The Company will use reasonable diligence to provide supply service that is reasonably continuous, and without interruption to those customers purchasing their gas supply from the Company, and the Company will use reasonable diligence to provide distribution service that is reasonably continuous, regular and without interruption to those Customers purchasing distribution service from the Company. The Company shall not be liable for failure to furnish a sufficient supply of gas or for failure to distribute the Customer's gas to the Customer arising from any cause whatsoever, beyond the Company's control. The liability of the Company for damages for failure to furnish a sufficient supply of gas, or for failure to distribute Customer's gas to it shall be limited to an amount equivalent to the Customer's proportional monthly customer service charge for the period of service during which a supply or distribution failure occurs, unless otherwise negotiated between the Company and the customer. In no event shall the Company be liable for extraordinary or consequential damages arising in any manner whatsoever as a result of supply or distribution failure.

13.2 Interruption of Service

The Company may temporarily interrupt service where necessary to effect repairs or maintenance, to eliminate an imminent threat to life, health, safety, or substantial property damage, or for reasons of local, State or national emergency; provided, however, that if such interruption exceeds seven (7) days in any one billing cycle, the applicable customer charge and the quantity of gas specified in each rate block shall be reduced prorata. (C)

13.3 Notice of Trouble

The customer shall notify the Company immediately should the service be unsatisfactory for any reason, or should there be any defects, leaks, trouble, or accident affecting the supply of gas.

13.4 Force Majeure

Neither Company nor customer shall be liable in damages to the other for any act, omission 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, lighting, earthquakes, fires, storms, floods, washouts, arrests and restrains 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 with in 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.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

14. Customer's Use of Service

14.1 Precautions to be Taken by Customer

A customer shall take due care to prevent any waste of gas. The responsibility of detection of defects and leaks on the customer's premises and in the service line is upon the customer. Defects among other things shall mean failure or deficiency of gas, irregular supply, leakage and excessive pressure. In case of detection of any defect within his premises, the customer shall immediately vacate the premises and then, immediately thereafter, notify the Company so that the conditions existing may receive prompt and proper attention. When gas has been shut off because of a leak in house lines or fixtures or other hazardous conditions of service, it shall not be turned on again until such leak or other hazardous conditions have been repaired and made safe either by a competent plumber or gas-fitter.

14.2 Sale of Gas by Customer

The customer shall not sell gas purchased by him from the Company to other occupants of the premises or to other premises without the written permission of the Company.

14.3 Fluctuations

Gas service must not be used in such a manner as to cause unusual fluctuations or disturbances in the Company's supply system, and in the case of a violation of this rule, the Company may discontinue service or require the customer to modify his installation and/or equip it with approved controlling devices.

14.4 Liability for Damages

In the absence of proof of causual negligence, the Company shall not be liable for any injury to persons or damage to property arising or accruing in any manner whatsoever from the use of gas.

14.5 Residential Appliance Efficiency Information

The Company shall maintain a list of the names and telephone numbers of the major manufacturers of residential gas appliances. Upon request from a customer, which can come via e-mail (cpacustserv@nisource.com), letter, or phone call, the Company will provide the customer with a particular manufacturer's telephone number and address so that the customer may contact the manufacturer directly for energy efficiency information.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

15. Measurement

15.1 Measurement of Gas

Except as herein otherwise provided, the measurement of gas service shall be by meters purchased and installed by the Company. The meter will be of such size and type as the Company may determine to adequately serve the customer's service requirements, and the Company may from time to time, change or alter the equipment to provide for accurate measurement. To determine measured usage, factors such as those for pressure, temperature, specific gravity and deviation from the laws for ideal gases shall be applied.

15.2 Meters Not Available

In cases where meters are not available due to circumstances beyond the control of the company, and the necessity for rendering gas service to the customer is urgent, the Company may, by written agreement with the customer, commence service and render bills temporarily on the basis of estimated gas consumption.

15.3 Meter Reading

The Company may read any of its meters at least once each billing cycle. The meter reading is used to determine a customer's usage for billing.

The Company may determine a meter reading for billing purposes by: 1) sending a representative to the location of the meter at the customer's premise to obtain the reading; 2) using telemetry to download the meter reading; 3) estimating a meter reading after unsuccessfully attempting to obtain an actual meter reading; or 4) obtaining a reading using an automated meter reading device.

Estimated Meter Reading

The Company may estimate a meter reading if: 1) the Company's agent or representative is unable to gain access to the meter; 2) the meter or the meter reading dial has malfunctioned thus preventing the meter from reflecting an accurate reading, or 3) other circumstances exist that prevent the Company from reading the meter.

When the Company is unable to obtain an actual meter reading, an estimated meter reading shall be used to determine the usage. The estimated reading will be based on prior usage at the premise for a similar period of time and corrected for current conditions.

In order to avoid a bill based on an estimated meter reading, a customer may record the meter reading and submit it to the Company. If such reading is received by the Companythe bill for the current billing cycle may be calculated using the meter reading provided by the customer instead of the meter reading estimated by the Company.

15.4 Automated Meter Reading

All readings by an Automated Meter Reading (AMR) device shall be deemed actual readings. Upon a customer request, the Company shall secure an in-person meter reading to confirm the accuracy of an automatic meter reading device when a customer disconnects service or a new service request is received. The Company may charge a fee to obtain the in-person meter reading. (C)

(C) Indicates Change

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Tariff Gas – Pa. P.U.C. No. 9
Sixth Revised Page No. 58
Columbia Gas of Pennsylvania, Inc. **Canceling Fourth and Fifth Revised Page No. 58**

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

15. Measurement - continued

15.5 Estimated Usage (C)

The Company may use an estimated meter reading to determine usage for billing. Usage is estimated when: (1) meter readings are on a bimonthly basis; or (2) when the Company's agent or representative is unable to gain access to the meter location; or (3) any meter or measuring device fails to register the actual gas usage for any period of time; or (4) the Company is unable to obtain a meter reading for causes beyond its control.

In those instances where, during normal working hours, the Company's agent or representative is unable to gain access to the meter to obtain a meter reading, the number of estimated readings shall be limited to six consecutive months, and the customer's service, thereafter, is subject to termination. (See the Grounds for Termination of Service paragraph in the Termination of Service section of this tariff.)

The estimated usage shall be determined by subtracting the previous meter reading, whether actual or estimated, from the current estimated meter reading. For billing purposes, the estimated usage is subject to a therm adjustment, and where applicable, a temperature and pressure adjustment. The estimated usage will be used to calculate the customer bill.

The customer shall be obligated to pay the bill based on the estimated consumption as though the bill was based on an actual meter reading. The customer's gas service will be subject to termination for failure to pay the bill as specified in the Grounds for Termination of Service paragraph of this tariff.

Bills for usage based on estimated meter readings shall be subject to adjustment for any unusual circumstances found to have affected the quantity of gas used, or for obvious errors in estimates. When an actual meter reading is obtained that indicates previous estimates are inaccurate, adjustments to the estimates shall be reflected in the next bill issued to the customer.

15.6 Flowing Temperature

The Company shall determine the temperature of the natural gas flowing through the meter or meters by recorder, from established tables for the location involved, or by use of temperature sending elements used in conjunction with electronic measuring devices.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

15. Measurement - continued

15.7 Measuring Equipment

Unless otherwise agreed upon, the Company will own, install, maintain and operate measuring stations equipped with displacement or flow meters and other necessary measuring equipment to determine the quantity of gas delivered. The gas delivered shall be measured in accordance with the latest approved methods in use in the industry generally. Orifice meters shall be installed and operated, and gas quantities 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. Customer may install check measuring equipment, provided such equipment is installed so as not to interfere with the operations of the Company. The Company and Customer, in the presence of each other, shall have access to the other's measuring equipment at all reasonable times, but, unless otherwise agreed upon, the reading, calibrating and adjustment thereof and the changing of charts shall be done only by the owner thereof. Both the Company and Customer shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting testing, calibrating or adjusting done in connection with the other's measuring equipment. The records from such measuring equipment shall remain the property of 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. Customer shall exercise reasonable care in the installation, maintenance and operation of its equipment so as to avoid any inaccuracy in the determination of the quantity of gas delivered.

The Company shall install, at its expense, equipment necessary to provide daily measurement at any customer premises where the customer's usage exceeds 64,400 therms during the prior twelve months ending October. The daily usage will be available for the customer, his agent or any other customer-authorized party using a secure internet address. (C)

15.8 Therm Adjustment

The Company shall apply a therm multiplier to metered cubic foot usage to adjust for heating value. This therm multiplier shall be calculated monthly based on the most recent reported heating value for the Pipeline Scheduling Point ("PSP") within the Company's service territory in which the customer's meter is located.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

16. Meter Tests

16.1 Meter Tests

The Company shall have the right to test any meter at any time at its expense and, if such test discloses the meter is registering on an average (a) more than two percent (2%) slow; (b) more than two percent (2%) fast, or if the meter is found not to register for any period, the Company shall render a bill or make a refund as the case may be, pursuant to Title 52 Pa. Code Section 59.22.

16.2 Request Tests

The customer shall have the right to request the testing of his meter and the Company will, upon written application, have the same removed, sealed and tested in accordance with Title 52 Pa. Code Section 59.21; subject, however, to the customer depositing with the Company the sum of money required by such rule to cover the expense of such test. If such meter, when tested, registers on an average between two percent (2%) fast and two percent (2%) slow, the meter shall be treated for all purposes hereof as registering correctly, and the said sum of money required to be deposited with the Company by the customer shall be forfeited to the Company to cover the cost of such test. If such test shall show such meter to be incorrect beyond the above referred to allowable variation, then the Company shall return such deposit and make the necessary adjustment in the billing for gas service as required by Title 52 Pa. Code Section 59.22.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

17. Payment Terms

17.1 Billing Period

Bills for service to all customers will be rendered monthly at the rates set forth from time to time in the Company's then effective Tariff on file with the Pennsylvania Public Utility Commission.

The Company will offer each customer participating in the Choice program, the option of a consolidated bill by the Company which contains the NGS charges in a format that complies with the Commission's Customer Information and Disclosure Guidelines. If the NGS provides billing services for its charges, the customer can choose to receive one bill containing only the Company's charges and a second bill from the NGS containing only the NGS's charges. The conditions under which the Company will exchange data with the NGS to effectuate either of these billing options is set forth in more detail in the Rules Applicable to Distribution Service. (C)

17.2 Payment Period

Bills are due upon presentation and payment may be made by the customer by mailing a check to the address for payment designated on the bills, or at a Columbia authorized collection agency, or any other method designated by the Company. The final date for payment will not fall on a Saturday, Sunday or holiday, and will be at least twenty (20) days after presentation (date of postmark) for residential customers and at least fifteen (15) days after presentation (date of postmark) for other than residential customers. Failure to receive the bill will not excuse customers from payment obligations and payments must be made without regard to any counter claims whatsoever.

17.3 Payments by Mail

Any remittance received by mail at the address for payment designated by the Company on the customer's bill, bearing U.S. Post Office stamp date corresponding with or previous to the last date of payment, will be accepted by the Company as compliance with the terms of payment.

17.4 Payment of Cash Deposits

Upon reconnection of service at a premise previously terminated for non-payment, the Applicant may be required to pay a deposit and shall have up to 90 days to pay the deposit in accordance with the provisions of Chapter 56. Applicants requesting service at a premise not previously terminated for non-payment may be required to pay the full amount of the deposit prior to connection.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

17. Payment Terms – continued

17.5 Disputed Bills

In the event of a dispute between the customer and the Company respecting any bill, the Company will forthwith make such investigation as may be required by the particular case and report the result thereof to the customer.

The first disputed bill investigation in a twelve consecutive billing cycle period will be provided at no charge, any subsequent request by the customer in the same twelve consecutive billing cycle period will be assessed the cost of the service call unless the investigation detects metering or some other Company error. The charge to the customer shall be limited to the Company's costs based upon the actual time spent on the service call, with a maximum charge equal to a 45 minute service call; or the maximum charge for a meter test pursuant to Commission regulations if applicable. (C)

When the Company has made such a report to the customer, either (1) sustaining the bill as rendered or (2) submitting a corrected bill, the date of the bill for purposes of payment shall be considered to be as of the date of said report, and the customer shall pay the amount due within the time provided in these Rules and Regulations, and failure to so pay shall render the customer and his service liable to the penalties herein provided. Any amounts received by the Company in excess of the amount disclosed to be due by the Company's investigation of the dispute shall be forthwith returned to the customer if the error arose from any cause other than the incorrect estimating of a customer's consumption for the period in dispute. Errors arising through the incorrect estimating of a customer's consumption shall be adjusted in accordance with the provisions of Rule 15.5 of these Rules and Regulations.

17.6 Interest on Overpayments

The Company will pay interest on refunds of customer overpayments at the rate of six percent (6%) per annum without deduction for any taxes thereon, except where customer overpayments are refunded within ninety (90) days of overpayment. The term "customer overpayment" shall not include any balance that may arise under the Company's budget billing program.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

17. Payment Terms - continued

17.7 Dishonored Tender of Payment

If the Company receives a negotiable instrument from a residential Applicant or a Residential Customer as payment of any bill, charge, or deposit due, and if such instrument is subsequently dishonored or is unable to be collected for any reason, the Company may charge the residential Applicant or Customer a service charge in the amount of twenty dollars ($20.00). The service charge may be billed separately by the Company. (C)

If the Company receives a negotiable instrument from a non-residential Applicant or Customer as payment of any bill, charge, or deposit due, and if such instrument is subsequently dishonored or is unable to be collected for any reason, the Company shall charge the applicant or customer a service charge in the full amount permitted by law for each dishonored negotiable instrument. The service charge may be added to the monthly bill of the non-residential customer, or it may be separately billed to the Applicant or Customer. (C)

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

18. Termination of Service

18.1 Definition

Termination of service, as it applies to this Section 18, shall mean the cessation of service, whether temporary or permanent, without the consent of the customer.

18.2 Grounds for Termination of Service

After notice as provided in the Notice of Termination of Service section of this tariff, the Company may terminate service provided to a customer for any of the following actions by the customer or his guarantor:

1. Nonpayment of an undisputed delinquent account.
2. Failure to comply with the material terms of a payment arrangement.
3. Failure to complete payment of a deposit, provide a guarantee of payment or establish credit.
4. Failure to permit access to meters, service connections or other property of the Company, including obstructed or hazardous access (this will eliminate current Termination for Cause section), for the purpose of replacement, maintenance, repair, or meter reading.
5. The Company may terminate service to a User Without Contract after limited notice as specified in the "Notice of Termination of Service section – Notice to User Without Contract".
6. After having received notice of termination, a Customer tenders payment to avoid termination or to obtain reconnection, and that payment is subsequently dishonored, revoked or cancelled, and has not been remedied or full payment has not been rendered within three business days after notice by the Company as specified in the Notice When Dishonored Payment After Receiving Notice of Termination subsection of this Tariff. (C)

The Company may also remove its equipment in case of nonpayment of bill.

18.3 Notice of Termination of Service

18.3.1 Prior to terminating service as specified in the Grounds for Termination of Service section of this tariff, with the exception of User Without Contract, the Company:

1. Shall provide written notice of the termination to the customer at least ten (10) days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days.
2. Shall attempt to contact the customer or occupant, to provide notice of the proposed termination at least three days prior to the scheduled termination using one or more of the following methods: (C)
    a. in person; or
    b. by telephone - phone contact shall be deemed complete upon attempted calls on two separate days to the residence between the hours of 8 a.m. and 9 p.m. if the calls were made at various times each day; or
    c. by email, text message or other electronic messaging format consistent with the Commission's privacy guidelines and approved by Commission order. The Customer must affirmatively consent to be contacted using a specific electronic messaging format, for purpose of termination.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

18. Termination of Service - continued

18.3 Notice of Termination of Service – continued

18.3.1 - continued

3. During the months of December through March, unless personal contact has been made with the customer or responsible adult by personally visiting the customer's residence, the Company shall, within 48 hours of the scheduled date of termination, post a notice of the proposed termination at the service location.
4. After complying with items 2 and 3 above, the Company shall attempt to make personal contact with the customer or responsible adult at the time service is terminated. Termination of service shall not be delayed for failure to make personal contact.

The Company shall not be required to take any additional actions prior to termination. (C)

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

18. Termination of Service - continued

18.3 Notice of Termination of Service – continued

18.3.2 Notice to User Without Contract

Three days prior to terminating service to a User Without Contract, the Company will post the premises with a notice directing the occupant to contact the Company to provide application for service. If an application is not received within 3 days, the Company may terminate service without further notice.

18.3.3 Notice When Dishonored Payment after Receiving Notice of Termination (C)

When a customer tenders a payment to avoid termination or to obtain reconnection of terminated service, and that same payment is subsequently dishonored, revoked, or cancelled, the Company shall issue a termination notice three days prior to a new date of service termination.

18.4 Grounds for Immediate Termination Without Prior Notice

Gas service may be immediately terminated without prior notice specified in the Notice of Termination of Service section in any of the following situations:

1. Fraud or material misrepresentation of the customer's identity is used for the purpose of obtaining service.
2. Any customer action taken that may endanger the safety of a person or the integrity of the Company's delivery system.
3. Tampering with meters or other Company equipment.
4. Unauthorized use.
5. Hazardous or defective customer installations.
6. Customer's equipment or use thereof might injuriously affect the equipment of the Company or the Company's service to other customers.

18.5 Post Termination Notice

Upon termination, the Company shall make a good faith attempt to provide a post termination notice to the customer or a responsible person at the affected premises, and in the case of a single meter, multiunit dwelling, the Company shall conspicuously post the notice at the dwelling, including in common areas when possible.

18.6 Timing of Termination

The Company may terminate service for the reasons set forth in the Grounds for Termination of Service section of this tariff Monday through Thursday as long as the Company can accept payment to restore service on the following day and can restore service, consistent with the Reconnection of Service section of this tariff. (C)

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

18. Termination of Service - Continued

18.7 Winter Termination

Unless otherwise authorized by the Public Utility Commission, after November 30 and before April 1, the Company shall not terminate service to residential customers with household incomes at or below 250% of the federal poverty level except for: 1) customers whose actions are included in the Grounds for Immediate Termination Without Prior Notice section of this tariff; and 2) any person receiving gas service as a User Without Contract.

The Company will use financial information from the customer provided within the most recent twelve (12) month period to determine if a customer exceeds the 250% federal poverty level threshold.

18.8 Medical Certificate (C)

The Company shall not terminate service to a premise when a licensed physician, nurse practitioner, or physician's assistant has certified that the customer or a member of the customer's household is seriously ill or afflicted with a medical condition that will be aggravated by cessation of service. The customer shall obtain a Medical Certificate from a licensed physician, nurse practitioner or physician's assistant verifying the condition and shall promptly forward it to the Company. The Medical Certificate procedure shall be implemented in accordance with Commission regulations.

18.9 Termination of Service from Transmission Pipelines

The Company may, in its discretion, remove, relocate or abandon transmission pipelines either temporarily or permanently, or change the use thereof and cease to furnish gas to such customers located along the route thereof, or the company may cease to furnish gas to its customers served directly from production or transmission pipelines of other companies, if for any reason said lines are not available to serve gas to said customers, without prejudice to the right of the Company to continue to supply gas to other customers of the Company. In case of termination of service from a transmission pipeline, thirty (30) days' notice shall be given by the Company to the customer.

18.10 Reconnection of Service

Whenever a customer's gas shall be turned off or his meter disconnected at his request or by reason of noncompliance with these Rules and Regulations or the Rules, Regulations or Orders of the Pennsylvania Public Utility Commission, except for repairs, want of supply or any leak of gas from customer or Company lines, the same customer, whether an applicant or ratepayer as defined at 52 Pa. Code § 56.2, shall pay a reconnection charge of twenty-four dollars ($24) per visit for resumption of service at the same address within twelve months after discontinuance or termination, in addition to any other charges provided for in the rate schedule applicable to the customer.

18.10.1 Timing of Reconnection

When service to a residential dwelling has been terminated and, provided the applicant has met all applicable conditions, the Company shall reconnect service as follows:

a. Within 24 hours for erroneous terminations or upon receipt by the Company of a valid Medical Certificate.
b. Within 24 hours for terminations occurring after November 30 and before April 1.
c. Within three days for erroneous termination requiring street or sidewalk digging.
d. Within three days from April 1 to November 30 for proper terminations.
e. Within seven days for proper terminations requiring street or sidewalk digging.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

18. Termination of Service - Continued

18.10 Reconnection of Service – continued

18.10.2 Payment to Restore Residential Service

The Company shall provide for and inform the applicant or customer of a location where the customer can make payment to restore service.

The Company may require:

a. Household Income Exceeding 300% of Federal Poverty Level and all Customers Who Have Defaulted on Two or More Payment Arrangements. The Company may require full payment of any outstanding balance incurred together with any reconnection fees by the customer or applicant prior to reconnection of service if the customer or applicant has an income exceeding 300% of the federal poverty level or has defaulted on two or more payment arrangements. If a customer or applicant with household income exceeding 300% of the federal poverty level experiences a life event the customer shall be permitted a period of not more than three months to pay the outstanding balance required for reconnect. For purposes of this paragraph, a life event is: (C) (C)

   I. A job loss that extended beyond nine months.
   II. A serious illness that extended beyond nine months.
   III. Death of the primary wage earner.

b. Household Income Exceeding 150% of Federal Poverty Level and Not Greater Than 300% of Federal Poverty Level. The Company may require full payment of any reconnection fees together with repayment over 12 months of any outstanding balance incurred by the customer or applicant if the customer or applicant has an income exceeding 150% of the federal poverty level but not greater than 300% of the federal poverty level.

c. Household Income Not Exceeding 150% of Federal Poverty Level. The Company may require full payment of any reconnection fees together with payment over 24 months of any outstanding balance incurred by the customer or applicant if the customer or applicant has an income not exceeding 150% of the federal poverty level.

d. The Company may also require the payment of any outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued.

e. The Company may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Public Utility Commission including those mentioned under the Prior Debts section of this Tariff.

When a customer payment is made to reconnect residential service, and that payment is subsequently dishonored, revoked, cancelled or not authorized, the Company may resume notice of termination by issuing a three day termination notice. If payment has not been cured or paid in full within three business days from the time the termination notice is issued, the Company may terminate service according to applicable Commission regulations. The Company may require a Residential Customer or Applicant to cure a dishonored payment as a condition of entering into a payment arrangement for a remaining account balance. (C)

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

18. Termination of Service - continued

18.11 Compliance with Pennsylvania Public Utility Commission Regulations

Notwithstanding the provisions for termination of service set forth under this Section 18, the Company may not terminate gas service unless in compliance with the Rules, Regulations or Orders of the Pennsylvania Public Utility Commission pertaining thereto and in effect at the time of such termination.

Supplement No. 224 to
Tariff Gas – Pa. P.U.C. No. 9
Second Revised Page No. 67
Columbia Gas of Pennsylvania, Inc. **Canceling First Revised Page No. 67**

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

19. Discontinuation of Service

19.1 Definition

Discontinuation of Service, as it applies to this Section 19, shall mean the cessation of service with the consent of the customer.

19.2 Discontinuation by Customer

A customer who intends to vacate the premises, discontinue the use of gas or terminate his liability to pay for gas distributed to the premises, shall give at least seven (7) days' notice to the Company. If such notice is given, the customer shall not be liable for service taken after the effective date of such notice. If at least seven (7) days' notice is not given, the customer shall be liable for service taken from the time following the Company's receipt of customer's notice until such time as a final reading is taken, or the final bill is estimated, or service is placed in the name of a successor customer, or the customer provides the meter reading which is subject to review by the Company. If no notice is given by the customer, the customer is liable for service taken until such time as service is placed in the name of a successor customer or the Company determines the property to be vacant. The customer shall be liable for gas usage in accordance with the procedure stated in Section 19.3.

19.3 Final Bill

Except as otherwise provided in this section, final bills for customers on rate schedules RSS, RDS, SGS and SCD may be based on estimated consumption without an actual meter reading.

When disconnect and reconnect orders are executed on the same day, final bills may be estimated. When a final bill is estimated, consumption shall be based on average daily usage for non-heat usage, average usage per degree day for heating usage, and the number of days in the final billing period in accordance with Section 19.2. Final bills will not be estimated when usage factors cannot be calculated, when a customer specifically requests that the meter be read, or when either the disconnecting or reconnecting customer provides the meter reading which is subject to the Company's review. The Company reserves the right to estimate any customer's final meter reading in instances where access to the meter is not provided within a reasonable time.

When scheduling a discontinuance of service a Residential Customer may request and subsequently receive an in-person meter reading to confirm the accuracy of an automatic meter reading device. The Company may charge a fee to obtain the in-person meter reading. (C)

When disconnect and reconnect orders are executed on different days, an actual meter reading shall be obtained. (C)

19.4 Compliance with Pennsylvania Public Utility Commission Regulations

Notwithstanding the provisions for discontinuation of service set forth under this Section 19, the Company may not discontinue service unless in compliance with the Rules, Regulations or Orders of the Pennsylvania Public Utility Commission pertaining thereto and in effect at the time of such discontinuation.

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

20. Flexible Rate Provisions

20.1 Applicability

Customers receiving service under Rate Schedules SDS, LDS, RSS, RDS, DGDS, SGSS, LGSS, SGDS, SCD, SS, NSS, MLSS, and MLDS ("Primary Schedule") may be charged a flexible distribution charge with respect to competition from alternate fuels. Service under Rate RSS, and RDS, shall be firm and the Company will maintain firm capacity to serve such customers. Gas Costs to Rate Schedules RSS and RDS will not be flexed. (C)

20.2 Election of Flexible Rate

Components of a customer's rate may be lowered when the customer submits a sworn affidavit that a lower rate is required to meet competition from an alternate fuel. Rate components eligible for a downward adjustment include: 1) the Distribution Charge; 2) the Distribution System Improvement Charge Rider; 3) the Customer Choice Rider; 4) the Elective Balancing Service charge; and 5) the retainage percentage when otherwise applicable. (C)

Prior to flexing distribution charges for distribution service customers, the Company may reduce charges that are for recovery of balancing service charges under Rider EBS and/or the retainage percentage applied to the gas received on behalf of the distribution service customer. However, any discount to the retainage percentage undertaken to compete with another NGDC will not be recoverable by the Company in its annual 1307(f) filing.

The Company reserves the right to verify the accuracy of statements included in this affidavit and the right to make final determination as to the quantities of natural gas used in each billing period in place of alternate fuels. The Company will notify the customer of the applicable charge, if lower than the applicable Distribution Charge in the Primary Rate Schedule, that the Company determines is required to meet the delivered price of the alternate fuel four (4) days prior to the beginning of each billing cycle unless the rate is the same as charged by the Company in the prior billing cycle. (C)

The Company will only lower its Distribution Charge below the maximum rate under the Primary Rate Schedule as a last resort, and only to the extent it is necessary to meet the demonstrated competitive alternate fuel price. Any lowered Distribution Charge shall be offered regardless of whether the customer is receiving sales service or Distribution Service. For customers eligible for service under Rate RDS and SCD, the Company will advise NGSs upon request whether a particular customer is receiving or is eligible to receive a lowered Distribution Charge. (C)

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

20. Flexible Rate Provisions

20.2 Election of Flexible Rate – Cont'd

In the sworn affidavit submitted by the customer, the following must be documented:

(a) The customer has alternate fuel capability in place and operable or would otherwise construct facilities to obtain gas service from an alternate source;

(b) The quantity of natural gas transported by the Company which would be displaced by operation of the alternate fuel capability; (C)

(c) The burner tip cost in thm equivalent of the customer's alternate fuel; and (C)

(d) If the customer has an agreement with a producer for purchase of gas, the customer must verify that it has exercised all contractual rights available to the customer, including price redetermination, marketability or market reopener provisions, to reduce the city gate price of natural gas delivered to the Company for redelivery to the customer, and that the customer has the right to cease purchases under the agreement. Upon request by the Company customer agrees to submit a true copy of the currently effective agreement or agreements between customer and producer(s) for purchase of natural gas quantities delivered to the Company's city gate for redelivery to the customer. If the customer does not have an outstanding contract with a producer, the customer must verify that the customer is unable to purchase gas at a price, including cost of delivery by Columbia,that is equal to the cost of alternative fuel. (C)

(C) Indicates Change

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

21. Flexible Service Provisions (C)

21.1 Applicability

The Flexible Service Provisions are applicable when an Applicant, or an existing customer requesting an increase in usage, is located on a portion of the Company's system where capacity limitations exist, which would otherwise require the Company to reject the request for distribution service of total requirements on a year round basis, absent a significant financial contribution from the Applicant or Customer to increase the Company's main line capacity to serve the Applicant's or Customer's load.

21.2 Availability

Flexible Service Provisions will be available only to Applicants, or existing customers requesting an increase in usage whose usage will make them eligible for Rate Schedules DGDS, EGDS, EDS, LDS, LGSS, MLDS, MLSS, NCS, CDS, NGV, NSS, SDS, SDSS when:

a. In its sole discretion, the Company determines that offering the Flexible Service Provisions will not be a detriment to its other Customers or the Company's system; and

b. But for the Flexible Service Provisions the Applicant or eligible Customer would not take service from the Company; and

c. The Customer enters into an agreement with the Company specifying the service limitations and any other terms necessary in defining the Flexible Service Provisions.

21.3 Agreement

The Company shall enter into an Agreement with an Applicant or an eligible Customer to provide limited natural gas distribution service to the Applicant's or Customer's facilities. The Agreement shall include the specific terms that will define those times and conditions when the Company shall not provide total requirements for distribution service to the Applicant or eligible Customer.

The Agreement may be terminated by the Company, at its sole discretion, if at any time during the term of the Agreement the Company upgrades its facilities and is able to accommodate the Customer's total requirements for distribution service. Should a Customer receiving service pursuant this provision subsequently request year round service, such a request will be treated as an application for new service under this Tariff.

21.4 Rate

The rates charged to Customers served under this provision shall be the rates specified or negotiated under the applicable rate schedule within this Tariff.

21.5 Service Limitations

In addition to the service limitations set forth in the Agreement, the Company retains all of its ability to issue Operational Orders and Emergency Curtailments as described in these Rules and Regulations Governing the Distribution and Sale of Gas and the Customer served under this Flexible Service Provision is subject to the associated penalties for non-compliance with said Operational Orders and Emergency Curtailments.

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RATE RSS - RESIDENTIAL SALES SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available, at one location, for the total requirements of any residential customer.

RATE (C)

The customers under this rate schedule shall be subject to a Customer Charge, a Gas Supply Charge, a Distribution Charge, a Weather Normalization Adjustment, a Pass-through Charge and a Gas Cost Adjustment.

The rate information is detailed in the Rate Summary pages of this tariff.

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff. For accounts with distributed generation served under this rate schedule, the term "alternate fuel" shall include electricity.

MINIMUM CHARGE

The minimum charge shall be the Customer Charge.

STATE TAX ADJUSTMENT SURCHARGE

The charges described in this rate schedule are subject to a State Tax Adjustment Surcharge as set forth in this tariff.

RIDER PGC

The Pass-through Charge and the Gas Supply Charge include recovery of purchased gas costs pursuant to the Purchased Gas Cost Rider of this tariff.

USP COSTS AND CUSTOMER CHOICE COSTS

Rider Universal Services Plan and Rider Customer Choice as specified within Rider USP and Rider Customer Choice in this tariff will be reflected in the Pass-through Charge on the customer bill.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate RSS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

(C) Indicates Change

RATE RSS – RESIDENTIAL SALES SERVICE (Continued)

TERMS OF PAYMENT

Bills for sales service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall be not less than twenty (20) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill a delayed payment penalty charge of one and one-quarter percent (1 1/4%) per billing cycle will accrue on the portion of the customer's bill that is unpaid on the due date. (C)

SPECIAL PROVISIONS

1. If service under this rate schedule is discontinued at the request of the Customer, the Company shall be under no obligation to reconnect service to the same Customer on the same premises until the Customer pays the minimum charge for each billing cycle of the intervening period, but not to exceed twelve (12) months. (C)

2. Where a customer has installed a gas light(s) in lighting devices approved by the 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/hr input rating for such light(s) is 2,700 or less. For each additional 1,350 Btu/hr 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.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of gas service under this rate schedule.

(C) Indicates Change

Supplement No. 248 to
Tariff Gas – Pa. P.U.C. No. 9
Forty-third Revised Page No. 78
Columbia Gas of Pennsylvania, Inc. **Canceling Forty-second Revised Page No. 78**

RATE RDS - RESIDENTIAL DISTRIBUTION SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available to any residential customer meeting the following conditions:

1. The customer does not take service under any other rate schedule.
2. The customer or group of customers having an aggregate annual demand of at least 53,650 thm or a minimum of 50 customers and in compliance with the aggregation provisions in the Rules Applicable to Distribution Service elect an NGS to provide natural gas commodity service. The gas supply for each aggregation must enter the Company's system at a city gate(s) used by the Company to serve the customers unless otherwise permitted by Columbia.

CHARACTER OF SERVICE

Service furnished pursuant to this rate schedule shall be considered firm service.

RATE (C)

The customers under this rate schedule shall be subject to a Customer Charge, a Distribution Charge, a Weather Normalization Adjustment and a Pass-through Charge.

The rate information is detailed in the Rate Summary pages of this tariff.

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff. For accounts with distributed generation served under this rate schedule, the term "alternate fuel" shall include electricity.

MINIMUM CHARGE

The minimum charge shall be the Customer Charge.

RIDER PGC

The Pass-through Charge includes recovery of purchased gas demand costs pursuant to the Rider PGC as set forth in this Tariff.

STATE TAX ADJUSTMENT SURCHARGE

The charges described in this rate schedule are subject to a State Tax Adjustment Surcharge as set forth in this tariff.

USP COSTS AND CUSTOMER CHOICE COSTS

Rider Universal Service Plan and Rider Customer Choice as specified within Rider USP and Rider Customer Choice in this tariff will be reflected in the Pass-through Charge on the customer bill.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate RDS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

(C) Indicates Change

RATE RDS - RESIDENTIAL DISTRIBUTION SERVICE (Continued)

TERMS OF PAYMENT

Bills for distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall not be less than twenty (20) days after presentation (date of postmark).

If the Choice customer fails to pay the full amount of any bill a delayed payment penalty charge of one and one-quarter percent (1 1/4%) per billing cycle will accrue on the portion of the bill that is unpaid on the due date consistent with the Billing Option Selection section of the Rules Applicable to Distribution Service.

SPECIAL PROVISIONS

1. If service under this rate schedule is discontinued at the request of the Customer, the Company shall be under no obligation to reconnect service to the same Customer on the same premises until the Customer pays the minimum charge for each billing cycle of the intervening period, but not to exceed twelve (12) months.

2. Where a Customer has installed a gas light(s) in lighting devices approved by the Company, and the gas used by such light(s) is unmetered, the gas consumed by such light(s) shall be assumed to be twenty-one (21) thm per billing cycle when the Btu/hr input rating for such light(s) is 2,700 or less. For each additional 1,350 Btu/hr or fraction thereof, the assumed consumption shall be increased eleven (11) thm per billing cycle. 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.

3. The Customer may receive a separate bill from its NGS for services provided by the NGS. Otherwise, all charges for natural gas service to the Customer will be billed by the Company. When the Company bills for the NGS, the Company will have the right to terminate service for failure to pay the NGS's Natural Gas Supply Services charges portion of the bill in compliance with all applicable laws and regulations regarding termination of service, including the Termination of Service rule of this Tariff. The NGS shall not be permitted to accept the Company's bill for distribution on behalf of the Customers.

4. Before participating in the Choice Service distribution program, Customers with arrears, who are not already subject to a payment arrangement, shall be required to enter into a payment arrangement with the Company. (C)

5. The Company will purchase at a discount the accounts receivable from NGSs who elect to have the Company provide a single bill monthly to the customer for distribution service and the NGS's Natural Gas Supply Services charges.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern where applicable, the supply of distribution service under this rate schedule.

(C) Indicates Change

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RATE SGSS - SMALL GENERAL SALES SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available, at one location, for the total requirements of any commercial or industrial customer whose total throughput requirements are less than or equal to 64,400 thm annually, and who does not contract for distribution service.

RATE (C)

The customers under this rate schedule shall be subject to a Customer Charge, a Gas Supply Charge, a Distribution Charge, a Pass-through Charge and a Gas Cost Adjustment.

The rate information is detailed in the Rate Summary pages of this Tariff.

MINIMUM CHARGE

The minimum charge shall be the Customer Charge.

DETERMINATION OF CUSTOMER CHARGE

The Customer Charge will be determined based upon the Customer's actual throughput quantities, including sales and distribution, measured in therms (thm), for the twelve most recent billing cycle periods ending with the October billing cycle. If a Customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the Customer to submit estimated annual gas requirement, including sales and distribution, upon which to develop the Customer Charge. The Company in all cases retains the right to review and modify the Customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change as of the January billing cycle of each year.

In all cases, the Company reserves the right to review the Customer Charge and, upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which results in a measurable permanent change in the customer's requirement or consumption.

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Eleventh Revised Page No. 87
Columbia Gas of Pennsylvania, Inc. **Canceling Ninth and Tenth Revised Page No. 87**

RATE SGSS - SMALL GENERAL SALES SERVICE (Continued)

STATE TAX ADJUSTMENT SURCHARGE

The State Tax Adjustment Surcharge will be applied to the non-Purchased Gas Cost portion of the charges set forth in this rate schedule.

RIDER PGC

The Pass-through Charge and Gas Supply Charge for sales service include recovery of purchased gas costs pursuant to the Purchased Gas Cost Rider as set forth in this Tariff.

CUSTOMER CHOICE COSTS

The Customer Choice charge pursuant to Rider CC will be reflected in the Pass-through Charge on the customer bill.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate SGSS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

TERMS OF PAYMENT

Bills for distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall be not less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill a delayed payment penalty charge of one and one-quarter percent (1 1/4%) per billing cycle will accrue on the portion of the bill that is unpaid on the due date. (C)

CUSTOMER DEVELOPMENT/RETENTION PROVISIONS

1. An existing Customer currently receiving service under this rate schedule or a potential Customer eligible to receive service under this rate schedule is eligible to receive special development/retention rates, if the customer meets the following conditions:

   a. The Customer agrees to enter into a three-year contract for service under this rate schedule.

   b. The Customer gives the Company a sworn affidavit stating that, absent service under these Customer Development/Retention Provisions, the customer would install an alternate source of energy; would construct facilities to obtain gas service from an alternative source; or would not construct facilities or operation in the company's operating territory.

   c. If the Customer qualifies under these Customer Development/Retention Provisions, the monthly charges for service to the Customer shall be computed based upon a declining percentage reduction in the Distribution Charge under this rate schedule. The customer Charge, Gas Supply Charge, Pass-through Charge, penalties and charges of third party transporters, if any, to a Customer serviced under this rate schedule are not subject to reduction. The percentage reductions are as follows:

First Year	35% reduction
Second Year	25% reduction
Third Year	15% reduction

(C) Indicates Change

RATE SGSS - SMALL GENERAL SALES SERVICE - continued

CUSTOMER DEVELOPMENT/RETENTION PROVISIONS – continued

2. Except as modified by the terms of these Customer Development/Retention Provisions, all provisions of this rate schedule apply to service to the Customer.

SPECIAL PROVISIONS

1. If service under this rate schedule is discontinued at the request of the Customer, the Company shall be under no obligation to reconnect service to the same customer on the same premises until the customer pays the monthly minimum charge for each billing cycle of the intervening period, but not to exceed twelve (12) months. (C)

2. Customers classified as "other" shall be billed under this rate schedule.

3. Where a customer has installed a gas light(s) in lighting devices approved by the Company, and the gas used by such light(s) is unmetered, the gas consumed by such light(s) shall be assumed to be twenty-one (21) thm per billing cycle when the Btu/hr input rating for such light(s) is 2,700 or less. For each additional 1,350 Btu/hr or fraction thereof, the assumed consumption shall be increased by eleven (11) thm per billing cycle. 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. (C)

4. Energy usage eligibility for this rate schedule will be determined annually. In the event the Customer's annual purchases are in excess of 64,400 thm, the customer shall be transferred to Rate LGSS.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern where applicable, the supply of gas service under this rate schedule.

(C) Indicates Change

Supplement No. 200 to
Tariff Gas – Pa. P.U.C. No. 9
Eighth Revised Page No. 89
Columbia Gas of Pennsylvania, Inc. **Canceling Sixth and Seventh Revised Page No. 89**

RATE SGDS - SMALL GENERAL DISTRIBUTION SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available, at one location, for the total requirements of any commercial or industrial customer meeting all of the following conditions:

1. The Customer's total annual throughput requirements, as determined under the Customer Charge provisions below, are less than or equal to 64,400 thm annually. (C)

2. The Customer does not take service under any other rate schedule except Rate SS – Standby Service.

3. Customer acquires its own gas and executes an application and agreement with the Company, as specified in the Rules Applicable to Distribution Service section of this Tariff, for a period of not less than one (1) year for distribution service in accordance with all terms and conditions of such contract.

4. The customer is a member of an aggregation group pursuant to the provisions of the Rules Applicable to Distribution Service.

5. Priority One customers, as defined in the Service Limitations section of this Tariff, must buy distribution service at the Priority One distribution rate, which includes recovery of purchased gas demand costs pursuant to the Purchased Gas Cost Rider as set forth in this Tariff. All other SGDS customers wishing to contract for Standby Service may execute a contract for service under Rate SS – Standby Service.

6. There is an annual enrollment window for accounts transferring from Rate Schedule SCD to Rate Schedule SGDS. Notice of intent to switch from Rate Schedule SCD to Rate Schedule SGDS is due January 2nd of each year to be effective April 1st of the same year.

CHARACTER OF SERVICE

Distribution Service furnished pursuant to this rate schedule shall be considered firm service on the Company's system; provided, however, that it is the customer's obligation to deliver sufficient gas supplies to the mutually agreed upon receipt point in the Company's facilities.

RATE

The customers under this rate schedule shall be subject to a Customer Charge, a Distribution Charge and a Pass-through Charge. (C)

The rate information is detailed in the Rate Summary pages of this Tariff.

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff.

(C) Indicates Change

RATE SGDS - SMALL GENERAL DISTRIBUTION SERVICE (Continued)

DETERMINATION OF CUSTOMER CHARGE

The Customer Charge will be determined based upon the Customer's actual throughput quantities, including sales and distribution, measured in therms (thm), for the twelve most recent billing cycle periods ending with the October billing cycle. If a Customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the Customer to submit estimated annual gas requirements, including sales and distribution, upon which to develop the Customer Charge. The Company in all cases retains the right to review and modify the Customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change as of the January billing cycle of each year. (C)

In all cases, the Company reserves the right to review the Customer Charge and, upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which results in a measurable permanent change in the customer's requirement or consumption.

MINIMUM CHARGE

The minimum charge shall be the sum of (a) the Customer Charge; plus (b) purchase gas demand charges, if any, under Rate SS. In the event of curtailment in the delivery of gas by the Company below the Maximum Daily Firm Requirement of the Customer, if any, under Rate SS, or complete or partial suspension of operation by the customer due to strikes, fires, floods, explosions or other similar casualties, the Customer Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service or complete or partial suspension of operation bears to the number of days in the billing period.

STATE TAX ADJUSTMENT SURCHARGE

The charges are subject to a State Tax Adjustment Surcharge as set forth in this tariff.

RIDER PGC

The Pass-through Charge for Priority One Service includes recovery of Purchased Gas Demand Costs pursuant to the Purchased Gas Cost Rider as set forth in this Tariff.

ELECTIVE BALANCING SERVICE RIDER

Distribution service under this rate schedule shall be subject to the provisions of Rider EBS as set forth in this Tariff.

CUSTOMER CHOICE RIDER

If applicable, the Customer Choice charge pursuant to Rider CC will be reflected in the Pass-through Charge on the customer bill. (C)

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate SGDS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

APPLICABLE SALES SERVICE RATE

Priority One customers desiring to purchase gas shall be charged an amount for recovery of purchased gas costs as set forth in the Rules Applicable to Distribution Service, plus the Priority One Service rate.

(C) Indicates Change

RATE SGDS - SMALL GENERAL DISTRIBUTION SERVICE (Continued)

APPLICABLE SALES SERVICE RATE - continued

Non-Priority One distribution customers under this Rate Schedule desiring to purchase gas shall be charged an amount for recovery of purchased gas costs as set forth in the Rules Applicable to Distribution Service, plus the non-gas portion of the distribution rate.

Sales service hereunder shall be considered imbalance gas as defined in the Rules Applicable to Distribution Service section of this tariff. The Company undertakes no responsibility to obtain sufficient gas supplies to avoid interruption of sales service on a daily basis, and sales service is totally interruptible on any day when the Company gives notice to the customer that gas supply is inadequate to supply the customer's requirements, except to the extent the customer nominates Maximum Daily Firm Requirement under Rate SS.

The Company shall give the customer 2 hours advance notice of interruption. Customer agrees that Company shall not be liable for any loss or damage that may be sustained by the customer by reason of any interruption of service.

A Non-Priority One customer is subject to a charge for unauthorized takes after notice to interrupt. On any day when a Non-Priority One customer has be given notice by the Company to interrupt, any quantity of gas taken in excess of the quantity specified to be made available that day shall constitute unauthorized takes and shall be subject to the charges set forth in the Rules Applicable to Distribution Service. Payments of such penalty charge shall be in addition to the charges specified in this rate schedule.

TERMS OF PAYMENT

Bills for distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall be not less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill a delayed payment penalty charge of one and one-quarter percent (1 1/4%) per billing cycle will accrue on the portion of the bill that is unpaid on the due date. (C)

CUSTOMER DEVELOPMENT/RETENTION PROVISIONS

1. An existing Customer currently receiving service under this rate schedule or a potential Customer eligible to receive service under this rate schedule is eligible to receive special development/retention rates, if the customer meets the following conditions:

   a. The Customer agrees to enter into a three-year contract for service under this rate schedule.

   b. The Customer gives the Company a sworn affidavit stating that, absent service under these Customer Development/ Retention Provisions, the Customer would install an alternate source of energy; would construct facilities to obtain gas service from an alternative source; or would not construct facilities or operations in the Company's operating territory.

(C) Indicates Change

RATE SGDS - SMALL GENERAL DISTRIBUTION SERVICE (Continued)

CUSTOMER DEVELOPMENT/RETENTION PROVISIONS (Continued)

c. If the Customer qualifies under these Customer Development/Retention Provisions, the monthly charges for service to the Customer shall be computed based upon a declining, percentage reduction in the Distribution Charge under this rate schedule. The Customer Charge, Gas Supply Charge, Pass-through Charge, penalties and charges of third party transporters, if any, to a Customer served under this rate schedule are not subject to reduction. The percentage reductions are as follows: (C)

First Year	35% reduction
Second Year	25% reduction
Third Year	15% reduction

2. Except as modified by the terms of these Customer Development/Retention Provisions, all provisions of this rate schedule apply to service to the Customer.

SPECIAL PROVISIONS

1. If service is discontinued at the request of the customer, the Company shall be under no obligation to reconnect service to the same customer on the same premises until the customer pays the minimum charge for each billing cycle of the intervening period, but not to exceed twelve (12) months.

2. Where a customer has installed a gas light(s) in lighting devices approved by the Company, and the gas used by such light(s) is unmetered, the gas consumed by such light(s) shall be assumed to be twenty-one (21) thm per billing cycle when the Btu/hr input rating for such light(s) is 2,700 or less. For each additional 1,350 Btu/hr or fraction thereof, the assumed consumption shall be increased by eleven (11) thm per billing cycle. 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.

3. Energy usage eligibility for this rate schedule will be determined annually. In the event the Customer's total annual purchases of sales and distribution are in excess of 64,400 thm, the customer shall be transferred to Rate SDS, or Rate LDS, as applicable.

4. The Company reserves the right, as a condition of service or as a condition of continuation of service under this rate schedule, to require the customer to install and bear the costs associated with a daily demand reading meter plus all costs associated with dedicated telephone lines and telemetering equipment, and such installation shall be at the expense of the customer, excluding the cost of the meter. The meter and associated telemetering equipment shall be the property of the Company.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern where applicable, the supply of gas service under this rate schedule.

(C) Indicates Change

Supplement No. 248 to
Tariff Gas – Pa. P.U.C. No. 9
Ninth Revised Page No. 93
Columbia Gas of Pennsylvania, Inc. **Canceling Eighth Revised Page No. 93**

RATE SCD - SMALL COMMERCIAL DISTRIBUTION

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available to any commercial customer meeting the following conditions:

1. The customer's historic throughput is less than or equal to 64,400 thm annually.

2. The customer does not take service under any other rate schedule.

3. The customer or group of customers having an aggregate annual demand of at least 53,650 thm or a minimum of 50 customers and in compliance with the aggregation provisions in the Rules Applicable to Distribution Service elect an NGS to provide natural gas commodity service. The gas supply for each aggregation must enter the Company's system at a city gate(s) used by the Company to serve the customers unless otherwise permitted by Columbia.

CHARACTER OF SERVICE

Service furnished pursuant to this rate schedule shall be considered firm service.

RATE (C)

The customers under this rate schedule shall be subject to a Customer Charge, a Distribution Charge and a Pass-through Charge.

The rate information is detailed in the Rate Summary pages of this Tariff.

The Pass-through Charge includes the applicable Purchase Gas Demand Cost rate.

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff.

MINIMUM CHARGE

The minimum charge shall be the Customer Charge.

STATE TAX ADJUSTMENT SURCHARGE

The charges described in this rate schedule are subject to a State Tax Adjustment Surcharge as set forth in the tariff.

(C) Indicates Change

RATE SCD - SMALL COMMERCIAL DISTRIBUTION (Continued)

RIDER CUSTOMER CHOICE

The Pass-through Charge reflects the Rider Customer Choice rate pursuant to Rider CC.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate SCD is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

RIDER PGC

The Pass-through Charge includes recovery of purchased gas demand costs pursuant to the Purchased Gas Cost Rider as set forth in this Tariff.

TERMS OF PAYMENT

Bills for distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall not be less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill a delayed payment penalty charge of one and one-quarter percent (1 1/4%) per billing cycle will accrue on the portion of the bill that is unpaid on the due date.

SPECIAL PROVISIONS

1. If service under this rate schedule is discontinued at the request of the customer, the Company shall be under no obligation to reconnect service to the same customer on the same premises until the customer pays the monthly minimum charge for each billing cycle of the intervening period, but not to exceed twelve (12) months.

2. Where a customer has installed a gas light(s) in lighting devices approved by the Company, and the gas used by such light(s) is unmetered, the gas consumed by such light(s) shall be assumed to be twenty-one (21) thm per billing cycle when the Btu/hr input rating for such light(s) is 2,700 or less. For each additional 1,350 Btu/hr or fraction thereof, the assumed consumption shall be increased by eleven (11) thm per billing cycle. 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.

3. The customer, at its option, may receive a separate bill from its NGS for services provided by the NGS. Otherwise, all charges for natural gas supply service to the customer will be billed by the Company. When the Company bills for the NGS, the Company will have the right to terminate service for failure to pay the NGS's Natural Gas Supply Service charges in compliance with all applicable laws and regulations regarding termination of service.

4. Before participating in Choice Service, customers with arrears, who are not already subject to a payment arrangement, shall be required to enter into a payment arrangement with the Company. (C)

5. The Company will purchase at a discount the accounts receivable from NGSs who elect to have the Company bill the NGS's Natural Gas Supply Service charges.

6. An NGS may choose the Company's consolidated billing option or issue its own bills for Gas Supply Service charges (Billing Option 1 or Billing Option 2 as described in the Rules Applicable Only to Choice Service) for all or a portion of its customers eligible for Rate SCD.

(C) Indicates Change

Supplement No. 176 to
Tariff Gas – Pa. P.U.C. No. 9
Sixth Revised Page No. 95

Columbia Gas of Pennsylvania, Inc. **Canceling Fourth and Fifth Revised Page No. 95**

RATE SCD - SMALL COMMERCIAL DISTRIBUTION (Continued)

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern where applicable, the supply of delivery service under this rate schedule.

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Twelfth Revised Page No. 96
Columbia Gas of Pennsylvania, Inc. **Canceling Tenth and Eleventh Revised Page No. 96**

RATE SDS - SMALL DISTRIBUTION SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available to any commercial or industrial customer meeting all of the following conditions:

1. The Customer's annual throughput requirements, including sales and distribution service, are in excess of 64,400 thm.

2. The Customer does not take service under any other rate schedule except Rate SS - Standby Service.

3. The Customer's annual throughput, as determined under the Customer Charge provisions below, is less than or equal to 540,000 thm.

Service is available when such customer(s) acquires its own gas and executes a contract with the Company for a period of not less than one (1) year for distribution service in accordance with all terms and conditions of such contract.

Service under this rate schedule shall not be available to a single customer who is a Priority One Customer, as defined in the Service Limitations section of this Tariff, unless such customer also contracts for firm service under Rate SS-Standby Service at a level necessary to meet the portion of daily and seasonal requirements of the facility not covered by installed operable alternative fuel capability.

CHARACTER OF SERVICE

Service furnished pursuant to this rate schedule shall be considered firm service on the Company's system; provided, however, that it is the customer's obligation to deliver sufficient gas supplies to the mutually agreed upon receipt point in the Company's facilities.

A Small Distribution Service account may be returned to the applicable Sales Service rate if for a period of at least five (5) consecutive days in one billing cycle the Company: (C)

(1) has not received gas supply for the account;
(2) the account's bank balance is insufficient to cover the consumption or the customer did not have access to its bank balance due to the issuance of an OFO and/or OMO; and
(3) the customer consumed gas on one or more days during such five (5) day period.

For a non-daily read account, the account may be returned to the applicable Sales Service rate at the end of a billing cycle if the above three conditions are met unless the customer furnishes proof that they did not consume gas on one or more days during such five (5) day period.

(C) Indicates Change

Supplement No. 251 to
Tariff Gas – Pa. P.U.C. No. 9
Fifteenth Revised Page No. 97
Canceling Thirteenth and
Fourteenth Revised Page No. 97

Columbia Gas of Pennsylvania, Inc.

RATE SDS - SMALL DISTRIBUTION SERVICE (Continued)

RATE

The customers under this rate schedule shall be subject to a Customer Charge and a Distribution Charge.

The rate information is detailed in the Rate Summary pages of this Tariff.

The Customer Charge will be determined based upon the customer's actual throughput quantities, including sales and distribution, measured in therms (thm), for the twelve most recent billing cycle periods ending with the October billing cycle. If a customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the customer to submit estimated annual gas requirements, including sales and distribution, upon which to develop the Customer Charge. The Company in all cases retains the right to review and modify the customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change as of the January billing cycle of each year.

In all cases, the Company reserves the right to review the Customer Charge and, upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which results in a measurable permanent change in the customer's requirement or consumption.

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff.

MAIN LINE EXTENSION DEPOSIT INSTALLMENT PLAN (C)

Applicants eligible for Rate Schedule SDS who have entered into an agreement with the Company to make payments for a main line extension pursuant to the Payment Period of Deposit paragraph in the Capital Expenditure Policy section of Rule 8. Extensions of these Rules and Regulations Governing the Distribution and Sale of Gas, will have the installment amount included in the cyclical bill for service issued by the Company. The installment amount will be added to the Customer Charge for the duration of the installment payment plan.

MINIMUM CHARGE

The minimum charge shall be the sum of (a) the Customer Charge; plus (b) purchased gas demand charges, if any, under Rate SS. In the event of curtailment in the delivery of gas by the Company below the Maximum Daily Firm Requirement of the customer, if any, under Rate SS, or complete or partial suspension of operation by the customer due to strikes, fires, floods, explosions or other similar casualties, the Customer Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service or complete or partial suspension of operation bears to the number of days in the billing period.

STATE TAX ADJUSTMENT SURCHARGE

The above charges are subject to a State Tax Adjustment Surcharge as set forth in the tariff.

ELECTIVE BALANCING SERVICES RIDER

Distribution service under this rate schedule shall be subject to the provisions of Rider EBS as set forth within this Tariff.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate SDS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

(C) Indicates Change

RATE SDS - SMALL DISTRIBUTION SERVICE (Continued)

APPLICABLE SALES SERVICE RATE

Customers under this Rate Schedule desiring to purchase gas shall be charged an amount for recovery of purchased gas costs as set forth in the Rules Applicable to Distribution Service plus the Distribution Charge contained in Rate SGSS - Small General Sales Service.

Provided, however, that sales service hereunder shall be considered imbalance gas as defined in the Consumption in Excess of Deliveries section in Paragraph 3 of the Rules Applicable to Distribution Service section of this Tariff. The Company undertakes no responsibility to obtain sufficient gas supplies to avoid interruption of sales service on a daily basis, and sales service is totally interruptible on any day when the Company gives notice to the customer that gas supply is inadequate to supply the customer's requirements, except to the extent the customer nominates Maximum Daily Firm Requirement under Rate SS.

The Company shall give the customer 2 hours advance notice of interruption. Customer agrees that Company shall not be liable for any loss or damage that may be sustained by the customer by reason of any interruption of service.

On any day when the Customer has been given notice by the Company to interrupt, any quantity of gas taken in excess of the quantity specified to be made available that day shall constitute unauthorized takes and shall be subject to the charges set forth in the Rules Applicable to Distribution Service. Payment of such penalty charge shall be in addition to the charges specified herein.

TERMS OF PAYMENT

Gas distributed hereunder shall be billed in accordance with the terms and conditions set forth in the customer's executed contract governing distribution service. Bills for distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall not be less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill a delayed payment charge of one and one-quarter percent (1 1/4%) per billing cycle shall accrue on the portion of the bill that is unpaid on the due date. (C)

(C) Indicates Change

Supplement No. 255 to
Tariff Gas – Pa. P.U.C. No. 9
Seventh Revised Page No. 99
Columbia Gas of Pennsylvania, Inc. **Canceling Sixth Revised Page No. 99**

RATE SDS - SMALL DISTRIBUTION SERVICE (Continued)

SPECIAL PROVISIONS APPLICABLE TO ALL SDS CUSTOMERS (C)

1. Customers desiring to transfer to or from this rate schedule will be allowed only if: (1) the Company can obtain any increase or decrease in its gas supplies, transportation capacity and storage capacity or any combination thereof that is required to accommodate such transfer; or (2) the Company, in its sole judgment concludes that no increase or decrease is required. The Company shall establish the date any transfer is to be effective.

2. In the event customer's throughput requirements, as determined annually under the Customer Charge provisions above, are in excess of 540,000 thm, the customer shall be transferred to Rate LDS - Large Distribution Service, effective the immediately succeeding January billing cycle.

3. Customers that request to be transferred to this rate schedule prior to the end of the Customer's existing contract under another rate schedule shall be required to contract for Maximum Daily Firm Requirement under Rate SS at the level of the Customer's Maximum Daily Firm Requirement, if any, under such existing contract.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern where applicable, the supply of gas service under this rate schedule.

(C) Indicates Change

RATE LGSS - LARGE GENERAL SALES SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available at one location, for the total requirements of any commercial or industrial customer whose purchase requirements are in excess of 64,400 thm, and who does not contract for distribution service.

Customers who take service under this rate schedule are entitled to firm retail gas service from the Company.

RATE

The customers under this rate schedule shall be subject to a Customer Charge, a Gas Supply Charge, a Distribution Charge, a Gas Cost Adjustment and a Pass-through Charge.

The rate information is detailed in the Rate Summary pages of this Tariff.

DETERMINATION OF CUSTOMER CHARGE

The Customer Charge will be determined based upon the customer's actual throughput quantities, including sales and distribution if the customer previously contracted for distribution service, measured in therms (thm), for the twelve most recent billing cycles ending with the October billing cycle. If a customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the customer to submit estimated annual gas requirements upon which to develop the Customer Charge. The Company, in all cases, retains the right to review and modify the customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change as of the January billing of each year.

In all cases, the Company reserves the right to review the customer's Customer Charge, and upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which result in a measurable permanent change in the customer's requirements or consumption.

MAIN LINE EXTENSION DEPOSIT INSTALLMENT PLAN (C)

Applicants eligible for Rate Schedule LGSS who have entered into an agreement with the Company to make payments for a main line extension pursuant to the Payment Period of Deposit paragraph in the Capital Expenditure Policy section of Rule 8. Extensions of these Rules and Regulations Governing the Distribution and Sale of Gas, will have the installment amount included in the cyclical bill for service issued by the Company. The installment amount will be added to the Customer Charge for the duration of the installment payment plan.

(C) Indicates Change

RATE LGSS - LARGE GENERAL SALES SERVICE (Continued)

MINIMUM CHARGE

The minimum charge shall be the Customer Charge, except that in the event of curtailment in the delivery of gas by the Company or complete or partial suspension of operation by the customer due to strikes, fires, floods, explosions or other similar casualties, the Customer Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service or complete or partial suspension of operation bears to the number of days in the billing period.

STATE TAX ADJUSTMENT SURCHARGE

The charges described in this rate schedule are subject to a State Tax Adjustment Surcharge as set forth in this Tariff.

RIDER PGC

The Pass-through Charge and Gas Supply Charge include recovery of purchased gas costs pursuant to the Purchased Gas Cost Rider as set forth in this Tariff.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate LGSS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

TERMS OF PAYMENT

Bills for sales service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall be not less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill, a delayed payment penalty charge of one and one-quarter percent (1 1/4%) per billing cycle will accrue on the portion of the bill that is unpaid on the due date. (C)

(C) Indicates Change

Supplement No. 251 to
Tariff Gas – Pa. P.U.C. No. 9
Tenth Revised Page No. 102
Columbia Gas of Pennsylvania, Inc. **Canceling Eighth and Ninth Revised Page No. 102**

RATE LGSS - LARGE GENERAL SALES SERVICE (Continued)

SPECIAL PROVISIONS

1. The term of service shall be for a one (1) year period beginning November 1 of each year. Service hereunder shall be automatically renewed each year unless notice to discontinue service is given by the customer not less than sixty (60) days prior to November 1. Service commencing hereunder subsequent to the November billing cycle of any year shall be for the remainder of the twelve-month period ending with the October billing cycle and then placed on an annual basis.

2. New customers, customers transferring to or from this rate schedule shall be permitted to take service under this Rate Schedule only if: (1) the Company can obtain any increase in its pipeline capacity with Columbia Gas Transmission, LLC under the FTS rate schedule or any successor rate schedule that is required to accommodate such transfer; or (2) the Company, in its sole judgment, concludes that no increase in the Company's pipeline capacity under Columbia Gas Transmission, LLC FTS rate schedule or any successor rate schedule is required. The Company shall establish the date any transfer is to be effective. (C)

3. Energy usage eligibility for this rate schedule shall be determined annually. In the event Customer's annual purchases are less than or equal to 64,400 thm, the customer shall be transferred to Rate SGSS.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of gas service under this rate schedule.

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Ninth Revised Page No. 103
Columbia Gas of Pennsylvania, Inc. **Canceling Seventh and Eighth Revised Page No. 103**

RATE LDS - LARGE DISTRIBUTION SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available to any commercial or industrial customer meeting all of the following conditions:

1. The Customer's annual throughput requirements, as determined under the Customer Charge provisions below, are in excess of 540,000 thm.

2. The Customer does not take service under any other rate schedule except Rate SS - Standby Service.

Service is available when such customer(s) acquires its own gas and executes a contract with the Company for a period of not less than one (1) year for Distribution Service in accordance with all terms and conditions of such contract.

Service under this rate schedule shall not be available to a single customer who is a Priority One Customer, as defined in the Service Limitations section of this tariff, unless such customer also contracts for firm service under Rate SS-Standby Service at a level necessary to meet the portion of daily and seasonal requirements of the facility not covered by installed operable alternative fuel capability.

CHARACTER OF SERVICE

Service furnished pursuant to this rate schedule shall be considered firm service on the Company's system; provided, however, that it is the customer's obligation to deliver sufficient gas supplies to the mutually agreed upon receipt point in the Company's facilities.

A Large Distribution Service account may be returned to the applicable Sales Service rate if for a period of at least five (5) consecutive days in one billing cycle the Company: (C)

(1) has not received gas supply for the account;
(2) the account's bank balance is insufficient to cover the consumption or the customer did not have access to its bank balance due to the issuance of an OFO and/or OMO; and
(3) the customer consumed gas on one or more days during such five (5) day period.

For a non-daily read account, the account may be returned to the applicable Sales Service rate at the end of a billing cycle if the above three conditions are met unless the customer furnishes proof that they did not consume gas on one or more days during such five (5) day period.

(C) Indicates Change

Supplement No. 251 to
Tariff Gas – Pa. P.U.C. No. 9
Ninth Revised Page No. 104
Columbia Gas of Pennsylvania, Inc. **Canceling Seventh and Eighth Revised Page No. 104**

RATE LDS - LARGE DISTRIBUTION SERVICE (Continued)

RATE

The customers under this rate schedule shall be subject to a Customer Charge, and a Distribution Charge.

The rate information is detailed in the Rate Summary pages of this Tariff.

The Customer Charge will be determined based upon the Customer's actual throughput quantities, including sales and distribution, measured in therms (thm), for the twelve most recent billing cycles ending with the October billing cycle. If a Customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the Customer to submit estimated annual gas requirements, including sales and distribution, upon which to develop the Customer Charge. The Company in all cases retains the right to review and modify the Customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change with the January billing cycle of each year.

In all cases, the Company reserves the right to review the Customer Charge and, upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which results in a measurable permanent change in the customer's requirement or consumption.

The applicable Distribution Charge for all distribution quantities shall be determined based upon the Customer Charge group in which the Customer is placed, as established annually above.

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff.

MAIN LINE EXTENSION DEPOSIT INSTALLMENT PLAN (C)

Applicants eligible for Rate Schedule LDS who have entered into an agreement with the Company to make payments for a main line extension pursuant to the Payment Period of Deposit paragraph in the Capital Expenditure Policy section of Rule 8. Extensions of these Rules and Regulations Governing the Distribution and Sale of Gas, will have the installment amount included in the cyclical bill for service issued by the Company. The installment amount will be added to the Customer Charge for the duration of the installment payment plan.

(C) Indicates Change

Supplement No. 200 to
Tariff Gas – Pa. P.U.C. No. 9
Twelfth Revised Page No. 105
Columbia Gas of Pennsylvania, Inc. **Canceling Ninth and Eleventh Revised Page No. 105**

RATE LDS - LARGE DISTRIBUTION SERVICE (Continued)

MINIMUM CHARGE

(C)

The minimum charge shall be the sum of (a) the Customer Charge; plus (b) purchased gas demand charges, if any, under Rate SS. In the event of curtailment in the delivery of gas by the Company below the Maximum Daily Firm Requirement of the Customer, if any, under Rate SS, or complete or partial suspension of operation by the customer due to strikes, fires, floods, explosions or other similar casualties, the Customer Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service or complete or partial suspension of operation bears to the number of days in the billing period.

STATE TAX ADJUSTMENT SURCHARGE

The charges described in this rate schedule are subject to a State Tax Adjustment Surcharge as set forth in the Tariff.

ELECTIVE BALANCING SERVICES RIDER

Distribution service under this rate schedule shall be subject to the provisions of Rider EBS as set forth in this Tariff.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate LDS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

APPLICABLE SALES SERVICE RATE

Customers under this Rate Schedule desiring to purchase gas shall be charged an amount for recovery of purchased gas costs as set forth in the Rules Applicable to Distribution Service plus the non-gas portion of distribution rates contained in the first block of Rate SGS - Small General Service.

Provided, however, that sales service hereunder shall be considered imbalance gas as defined in the Consumption in Excess of Deliveries section in Paragraph 3 of the Rules Applicable to Distribution Service of this tariff. The Company undertakes no responsibility to obtain sufficient gas supplies to avoid interruption of sales service on a daily basis, and sales service is totally interruptible on any day when the Company gives notice to the customer that gas supply is inadequate to supply the customer's requirements, except to the extent the customer nominates Maximum Daily Firm Requirement under Rate SS.

The Company shall give the customer 2 hours advance notice of interruption. Customer agrees that Company shall not be liable for any loss or damage that may be sustained by the customer by reason of any interruption of service.

On any day when the Customer has been given notice by the Company to interrupt, any quantity of gas taken in excess of the quantity specified to be made available that day shall constitute unauthorized takes and shall be subject to the charges set forth in the Rules Applicable to Distribution Service. Payment of such penalty charge shall be in addition to the charges specified herein.

(C) Indicates Change

RATE LDS - LARGE DISTRIBUTION SERVICE (Continued)

TERMS OF PAYMENT

Gas distributed hereunder shall be billed in accordance with the terms and conditions set forth in the customer's executed contract governing distribution service. Bills for distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall not be less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill a delayed payment charge of one and one-quarter percent (1 1/4%) per billing cycle shall accrue on the portion of the bill that is unpaid on the due date.

SPECIAL PROVISIONS APPLICABLE TO ALL LDS CUSTOMERS (C)

1. Customers desiring to transfer to or from this rate schedule will be allowed only if: (1) the Company can obtain any increase or decrease in its gas supplies, transportation capacity and storage capacity or any combination thereof that is required to accommodate such transfer; or (2) the Company, in its sole judgment concludes that no increase or decrease is required. The Company shall establish the date any transfer is to be effective.

2. In the event customer's throughput requirements, as determined annually under the Customer Charge provisions above, are less than or equal to 540,000 thm, the customer shall be transferred to Rate SDS - Small Distribution Service, effective the immediately succeeding January billing cycle.

3. Customers that request to be transferred to this rate schedule prior to the end of the Customer's existing contract under another rate schedule shall be required to contract for Maximum Daily Firm Requirement under Rate SS at the level of the Customer's Maximum Daily Firm Requirement, if any, under such existing contract.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern where applicable, the supply of distribution service under this rate schedule.

(C) Indicates Change

RATE MLSS – MAIN LINE SALES SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available at one location, for the total requirements of a commercial or industrial customer when: (i) the customer does not take service under any other rate schedule; and (ii) the Customer meets either one of the following qualifications:

(a) the Customer has annual throughput requirements greater than 274,000 thm and is connected directly through a dual-purpose meter to facilities of an Interstate pipeline supplier of the Company ("Class I MLSS Customer"); or (C)

(b) the Customer has annual throughput requirements of not less than 2,146,000 thm and there are two (2) miles or less of pipeline facilities of the Company connecting the Customer to facilities of an interstate pipeline supplier of the Company ("Class II MLSS Customer").

Customers who take service under this rate schedule are entitled to firm retail gas service from the Company.

RATE

Customers being served with this rate schedule shall be subject to a Customer Charge, a Gas Supply Charge, a Distribution Charge, a Gas Cost Adjustment and a Pass-through Charge. (C)

The rate information is detailed in the Rate Summary pages of this Tariff.

The applicable Distribution Charge for all distribution quantities for MLSS Class II customers shall be determined based upon the Customer Charge group in which the Customer is placed, as established annually. (C)

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff.

(C) Indicates Change

RATE MLSS – MAIN LINE SALES SERVICE (Continued)

DETERMINATION OF CUSTOMER CHARGE

The Customer Charge will be determined based upon the customer's actual throughput quantities, including sales and distribution if the customer previously contracted for distribution service, measured in therms (thm), for the twelve most recent billing cycles ending with the October billing cycle. If a customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the customer to submit estimated annual gas requirements, upon which to develop the Customer Charge. The Company in all cases retains the right to review and modify the customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change as of the January billing cycle of each year.

In all cases, the Company reserves the right to review the Customer Charge and, upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which results in a measurable permanent change in the customer's requirement or consumption.

MAIN LINE EXTENSION DEPOSIT INSTALLMENT PLAN (C)

Applicants eligible for Rate Schedule MLSS who have entered into an agreement with the Company to make payments for a main line extension pursuant to the Payment Period of Deposit paragraph in the Capital Expenditure Policy section of Rule 8. Extensions of these Rules and Regulations Governing the Distribution and Sale of Gas, will have the installment amount included in the cyclical bill for service issued by the Company. The installment amount will be added to the Customer Charge for the duration of the installment payment plan.

MINIMUM CHARGE

The minimum charge shall be the Customer Charge. In the event of curtailment in the delivery of gas by the Company or complete or partial suspension of operation by the customer due to strikes, fires, floods, explosions or other similar casualties, the Customer Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service or complete or partial suspension of operation bears to the number of days in the billing period.

STATE TAX ADJUSTMENT SURCHARGE

The charges described in this rate schedule are subject to a State Tax Adjustment Surcharge as set forth in the tariff.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate MLSS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

(C) Indicates Change

RATE MLSS – MAIN LINE SALES SERVICE (Continued)

RIDER PGC

The Pass-through Charge and Gas Supply Charge in this rate schedule include recovery of purchased gas costs pursuant to the Purchased Gas Cost Rider as set forth in this Tariff.

TERMS OF PAYMENT

Bills for sales service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall not be less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill, a delayed payment penalty charge of one and one-quarter percent (1 1/4%) per billing cycle shall accrue on the portion of the bill that is unpaid on the due date.

SPECIAL PROVISIONS APPLICABLE TO ALL MLSS CUSTOMERS (C)

1. Customers desiring to transfer to or from this rate schedule must notify the Company in writing. Transfers to or from this rate schedule will be allowed only if: (1) the Company can obtain any increase or decrease in its gas supplies, pipeline capacity and storage capacity, or any combination thereof that is required to accommodate such change; or (2) the Company, in its sole judgment, concludes that no increase or decrease is required. The Company shall establish the date any transfer is to be effective.
2. Energy usage eligibility for this rate schedule shall be determined annually. In the event Customer's annual purchases are less than or equal to 274,000 thm, the customer shall be transferred to either Rate LGSS or Rate SGSS effective the immediately succeeding January billing cycle.
3. New customers and customers transferring to or from this Rate Schedule shall be permitted to take service under this Rate Schedule only if: (1) the Company can obtain any increase in its pipeline capacity with Columbia Gas Transmission, LLC under the FTS rate schedule or any successor rate schedule that is required to accommodate such transfer; or (2) the Company, in its sole judgment, concludes that no increase in the Company's pipeline capacity under Columbia Gas Transmission, LLC FTS rate schedule or any successor rate schedule is required. The Company shall establish the date any transfer is to be effective.

(C) Indicates Change

RATE MLSS - MAIN LINE SALES SERVICE (Continued)

SPECIAL PROVISION APPLICABLE TO CLASS I MLSS CUSTOMERS

In the event a Class I MLSS customer desires to obtain firm transportation capacity on the interstate pipeline system of Columbia Gas Transmission, LLC, as to which supplier the Company may exercise an option to convert daily firm wholesale entitlement to daily firm transportation capacity entitlement under Federal Energy Regulatory Commission (FERC) approved rate schedules pursuant to Order 500 and successor orders of that Agency, the Company may assign daily firm transportation capacity entitlement to a Class I MLS customer under the following conditions: (C)

(a) If, in the exercise of its informed business judgment, the Company determines that it can exercise its conversion option under FERC Order 500 and/or assign such increased transportation capacity without impairing its ability to meet its public service obligation to all customers and its ability to pursue a least cost acquisition policy to obtain system supplies. The Company reserves the right to limit any such conversion and/or assignment as necessary to maintain its ability in this regard;

(b) The Class I MLSS customer agrees to maintain the customer's existing contractual Maximum Daily Firm Requirement under Rate SS - Standby Service (if any) during the term of the assignment;

(c) The Class I MLSS customer signs an agreement committing to pay for the firm transportation demand charges constituting the Company as its agent to purchase gas to be redelivered to the Class I MLSS customer after firm transportation service has been provided using the assigned capacity;

(d) The term of this assignment shall be coextensive with the term of the agency agreement, subject to renewal with express approval of the Public Utility Commission;

(e) This provision shall be operative only so long as the Company continues to have the option to convert daily firm wholesale entitlement to daily firm transportation capacity requirements under FERC Order 500 or any successor thereto. (C)

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of distribution service under this rate schedule.

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Thirteenth Revised Page No. 111
Columbia Gas of Pennsylvania, Inc. **Canceling Eleventh and Twelfth Revised Page No. 111**

RATE MLDS – MAIN LINE DISTRIBUTION SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available at one location, for the total requirements of a commercial or industrial customer when the Customer meets either one of the following qualifications:

(a) the Customer has annual throughput requirements greater than 274,000 thm and is connected directly through a dual-purpose meter to facilities of an Interstate pipeline supplier of the Company ("Class I MLDS Customer"); or

(b) the Customer has annual throughput requirements of not less than 2,146,000 thm and there are two (2) miles or less of pipeline facilities of the Company connecting the Customer to facilities of an interstate pipeline supplier of the Company ("Class II MLDS Customer");

and meets all of the following conditions:

(a) Customer does not take service under any other rate schedule except Rate SS – Standby Service.

(b) Customer acquires its own gas and executes an application and agreement with the Company, as specified in the Rules Applicable to Distribution Service section of this Tariff, for a period of not less than one (1) year for distribution service in accordance with all terms and conditions of such contract.

Service under this rate schedule shall not be available to a single customer who is a Priority One Customer, as defined in the Service Limitations section of this Tariff, unless such customer also contracts for firm service under Rate SS – Standby Service at a level necessary to meet the portion of daily and seasonal requirements of the facility not covered by installed operable alternative fuel capability.

CHARACTER OF SERVICE

Service furnished pursuant to this rate schedule shall be considered firm service on the Company's system; provided, however, that it is the customer's obligation to deliver sufficient gas supplies to the mutually agreed upon receipt point in the Company's facilities.

A Main Line Distribution Service account may be returned to the applicable Sales Service rate, if for a period of at least five (5) consecutive days in one billing cycle, the Company: (C)

(1) has not received gas supply for the account;
(2) the account's bank balance is insufficient to cover the consumption or the customer did not have access to its bank balance due to the issuance of an OFO and/or OMO; and
(3) the customer consumed gas on one or more days during such five (5) day period.

For a non-daily read account, the account may be returned to the applicable Sales Service rate at the end of a billing cycle if the above three conditions are met unless the customer furnishes proof that they did not consume gas on one or more days during such five (5) day period.

(C) Indicates Change

Supplement No. 251 to
Tariff Gas – Pa. P.U.C. No. 9
Sixteenth Revised Page No. 112
Canceling Fourteenth and
Fifteenth Revised Page No. 112

Columbia Gas of Pennsylvania, Inc.

RATE MLDS – MAIN LINE DISTRIBUTION SERVICE (Continued)

RATE

The customers under this rate schedule shall be subject to a Customer Charge, and a Distribution Charge.

The rate information is detailed in the Rate Summary pages of this Tariff.

The applicable Distribution Charge for all distribution quantities for MLDS Class II customers shall be determined based upon the Customer Charge group in which the Customer is placed, as established annually.

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff.

STATE TAX ADJUSTMENT SURCHARGE

The charges described in this rate schedule are subject to a State Tax Adjustment Surcharge as set forth in the Tariff.

ELECTIVE BALANCING SERVICES RIDER

Distribution service under this rate schedule shall be subject to the provisions of Rider EBS as set forth in this Tariff.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate MLDS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

DETERMINATION OF CUSTOMER CHARGE

The Customer Charge will be determined based upon the customer's actual throughput quantities, including sales and distribution, measured in therms (thm), for the twelve most recent billing cycle periods ending with the October billing cycle. If a customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the customer to submit estimated annual gas requirements, including sales and distribution, upon which to develop the Customer Charge. The Company in all cases retains the right to review and modify the customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change with the January billing cycle each year.

In all cases, the Company reserves the right to review the Customer Charge and, upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which results in a measurable permanent change in the customer's requirement or consumption.

MAIN LINE EXTENSION DEPOSIT INSTALLMENT PLAN (C)

Applicants eligible for Rate Schedule MLDS who have entered into an agreement with the Company to make payments for a main line extension pursuant to the Payment Period of Deposit paragraph in the Capital Expenditure Policy section of Rule 8. Extensions of these Rules and Regulations Governing the Distribution and Sale of Gas, will have the installment amount included in the cyclical bill for service issued by the Company. The installment amount will be added to the Customer Charge for the duration of the installment payment plan.

(C) Indicates Change

RATE MLDS – MAIN LINE DISTRIBUTION SERVICE (Continued)

MINIMUM CHARGE

The minimum charge shall be the sum of (a) the Customer Charge; plus (b) purchased gas demand charges, if any, under Rate SS. In the event of curtailment in the delivery of gas by the Company below the Maximum Daily Firm Requirement of the Customer, if any, under Rate SS, or complete or partial suspension of operation by the customer due to strikes, fires, floods, explosions or other similar casualties, the Customer Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service or complete or partial suspension of operation bears to the number of days in the billing period.

APPLICABLE SALES SERVICE RATE

Customers under this Rate Schedule desiring to purchase gas shall be charged an amount for recovery of purchased gas costs as set forth in the Rules Applicable to Distribution Service, plus the non-gas portion of distribution charges contained in the first block of Rate SGDS – Small General Distribution Service.

Provided, however, that sales service hereunder shall be considered imbalance gas as defined in the Consumption in Excess of Deliveries section in Paragraph 3 of the Rules Applicable to Distribution Service. The Company undertakes no responsibility to obtain sufficient gas supplies to avoid interruption of sales service on a daily basis, and service is totally interruptible on any day when the Company gives notice to the customer that gas supply is inadequate to supply the customer's requirements, except to the extent the customer nominates Maximum Daily Firm Requirement under Rate SS.

The Company shall give the customer 2 hours advance notice of interruption. Customer agrees that Company shall not be liable for any loss or damage that may be sustained by the customer by reason of any interruption of service.

On any day when the Customer has been given notice by the Company to interrupt, any quantity of gas taken in excess of the quantity specified to be made available that day shall constitute unauthorized takes and shall be subject to the charges set forth in the Rules Applicable to Distribution Service. Payment of such penalty charge shall be in addition to the charges specified above.

TERMS OF PAYMENT

Gas distributed hereunder shall be billed in accordance with the terms and conditions set forth in the customer's executed contract governing distribution service. Bills for distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall not be less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill, a delayed payment charge of one and one-quarter percent (1 1/4%) per billing cycle shall accrue on the portion of the bill that is unpaid on the due date.

SPECIAL PROVISIONS APPLICABLE TO ALL MLDS CUSTOMERS

1. Within sixty (60) days of receipt of all necessary information requested by the Company, to evaluate a customer's application, the Company will respond to the application and agree either to supply service or to deny service on the grounds of insufficient capacity. If the Company refuses to provide distribution service under this rate schedule, the Company shall provide detailed support for its decision.

2. Customers desiring to transfer to or from this rate schedule must notify the Company in writing. Transfers to or from this rate schedule will be allowed only if: (1) the Company can obtain any increase or decrease in its gas supplies, transportation capacity and storage capacity, or any combination thereof that is required to accommodate such change; or (2) the Company, in its sole judgment, concludes that no increase or decrease is required. The Company shall establish the date any transfer is to be effective.

(C) Indicates Change

RATE MLDS - MAIN LINE DISTRIBUTION SERVICE (Continued)

SPECIAL PROVISIONS APPLICABLE TO ALL MLDS CUSTOMERS – Continued (C)

3. Customers that request to be transferred to this rate schedule prior to the end of the Customer's existing contract under another rate schedule shall be required to contract for Maximum Daily Firm Requirement under Rate SS at the level of the Customer's Maximum Daily Firm Requirement, if any, under such existing contract.
4. Energy usage eligibility for this rate schedule shall be determined annually. In the event Customer's annual throughput is less than or equal to 274,000 thm, the customer shall be transferred to either Rate LDS, Rate SDS or Rate SGDS effective the immediately succeeding January billing cycle.

SPECIAL PROVISION APPLICABLE TO CLASS I MLDS CUSTOMERS

In the event a Class I MLS customer desires to obtain firm transportation capacity on the interstate pipeline system of Columbia Gas Transmission, LLC as to which supplier the Company may exercise an option to convert daily firm wholesale entitlement to daily firm transportation capacity entitlement under Federal Energy Regulatory Commission (FERC) approved rate schedules pursuant to Order 500 and successor orders of that Agency, the Company may assign daily firm transportation capacity entitlement to a Class I MLS customer under the following conditions:

(a) If, in the exercise of its informed business judgment, the Company determines that it can exercise its conversion option under FERC Order 500 and/or assign such increased transportation capacity without impairing its ability to meet its public service obligation to all customers and its ability to pursue a least cost acquisition policy to obtain system supplies. The Company reserves the right to limit any such conversion and/or assignment as necessary to maintain its ability in this regard;
(b) The Class I MLS customer agrees to maintain the customer's existing contractual Maximum Daily Firm Requirement under Rate SS - Standby Service (if any) during the term of the assignment;
(c) The Class I MLS customer signs an agreement committing to pay for the firm transportation demand charges constituting the Company as its agent to purchase gas to be redelivered to the Class I MLS customer after firm transportation service has been provided using the assigned capacity;
(d) The term of this assignment shall be coextensive with the term of the agency agreement, subject to renewal with express approval of the Public Utility Commission;
(e) This provision shall be operative only so long as Columbia continues to have the option to convert daily firm wholesale entitlement to daily firm transportation capacity requirements under FERC Order 500 or any successor thereto.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of distribution service under this rate schedule.

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Ninth Revised Page No. 115
Columbia Gas of Pennsylvania, Inc. **Canceling Seventh and Eighth Revised Page No. 115**

RATE NCS--NEGOTIATED CONTRACT SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available to any commercial or industrial customer, at the Company's discretion, who meets the following qualifications:

(a) The customer is not presently served by the Company and has projected throughput requirements of not less than 21,460 thms annually, or is a current customer; and

(b) The customer gives the Company satisfactory proof that, absent service under this rate schedule, the customer's facilities or operations would not be constructed in the Company's operating territory, or that, absent service under this rate schedule, customer would install long-term alternate fuel facilities.

Service under this rate schedule shall not be available to a single customer who is a Priority 1 Customer, as defined in the Service Limitations section of this tariff, unless such customer also contracts for firm service under Rate SS-Standby Service at a level necessary to meet the portion of daily and seasonal requirements of the facility not covered by installed operable alternative fuel capability.

CHARACTER OF SERVICE

Any qualified customer taking service under this rate schedule shall do so by agreement. This rate schedule shall provide a long-term negotiated contract with the customer, to the extent qualified by the Special Provisions of this tariff.

A Negotiated Contract Service account may be returned to the applicable Sales Service rate if for a period of at least five (5) consecutive days in one billing cycle the Company: (C)

(1) has not received gas supply for the account;
(2) the account's bank balance is insufficient to cover the consumption or the customer did not have access to its bank balance due to the issuance of an OFO and/or OMO; and
(3) the customer consumed gas on one or more days during such five (5) day period.

For a non-daily read account, the account may be returned to the applicable Sales Service rate at the end of a billing cycle if the above three conditions are met unless the customer furnishes proof that they did not consume gas on one or more days during such five (5) day period.

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Ninth Revised Page No. 116
Columbia Gas of Pennsylvania, Inc. **Canceling Seventh and Eighth Revised Page No. 116**

RATE NCS--NEGOTIATED CONTRACT SERVICE (Continued)

DISTRIBUTION CHARGE

The Distribution Charge per thm shall be:

(a) The amount for recovery of non-gas costs, which shall be determined by negotiation between the Company and the customer.

(b) Distribution service under this rate schedule shall be subject to the provisions of Rider EBS as set forth in this Tariff.

The non-gas portion of these distribution rates is subject to an escalation clause, as set forth in the customer's contract.

MINIMUM CHARGE

Customers served hereunder shall be subject to a minimum charge. Such charge will be determined individually for each customer served under this rate schedule and the amount shall be included in the customer's service agreement. The payment of such minimum charge does not relieve the customer from any minimum charge obligation applicable to service received by the customer under any of the Company's other rate schedules.

TERMS OF PAYMENT

The above rate is net. Gas distributed hereunder shall be billed in accordance with the terms and conditions set forth in the customer's executed contract. Bills for gas sales service and distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall be not less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill, a delayed payment penalty charge of one and one-quarter percent (1 1/4%) per billing cycle will accrue on the unpaid portion of such bill from the due date to the date of payment. (C)

SPECIAL PROVISIONS

1. Customers shall not be permitted to combine usage with other customers in order to meet the eligibility provisions of this Tariff.

2. The customer shall be responsible to reimburse the Company as billed for any penalty or deficiency charge, however denominated by the Company's interstate pipeline suppliers, incurred by the Company as a result of excessive daily, seasonal or annual takes by the customer.

3. The Company may require that an existing customer agree to separate piping or sub-metering, or verification that additional load is the result of plant expansion.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of gas service under this rate schedule.

(C) Indicates Change

Supplement No. 181 to
Tariff Gas – Pa. P.U.C. No. 9
Third Revised Page No. 117
Columbia Gas of Pennsylvania, Inc. **Canceling Second Revised Page No. 117**

RATE NSS - NEGOTIATED SALES SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available to any commercial or industrial customer, who meets the following requirements:

1. The Customer would not initiate service from the Company or would no longer take service from the Company, but for the availability of service under Rate NSS.

2. The Customer's annual throughput requirements exceed 21,460 thms. (c)

3. The Customer does not take service under any other rate schedule other than Rate SS - Standby Service, with the exception that the customer may receive distribution service under an applicable rate schedule if the customer elects the energy usage nomination option under the RATES section below. (c)

4. The Customer executes a contract for a minimum of one year for service under this Rate Schedule. The contract shall contain the rate or methodology for determining the rate, as well as any other terms and conditions of service.

5. The Customer has installed alternate fuel capability or nominates standby service sufficient to serve all essential Human Needs.

Service hereunder is available only:

(a) In instances where the Company's facilities and gas supply are adequate or can be made adequate economically to supply Customers' requirements; and

(b) In months where the Company posts capacity, or obtains additional capacity, as more fully described herein.

CHARACTER OF SERVICE

Service hereunder may be either firm service or interruptible service.

1. Interruptible Service. Under Interruptible service, the Company under this rate schedule takes no responsibility to obtain sufficient gas supplies or capacity to avoid interruption on a daily basis, and service is interruptible on any day when the Company gives notice to the customer. The Company shall give the customer two hours advance notice of interruption. Customer agrees that Company shall not be liable for any loss or damage that may be sustained by the customer by reason of any interruption of service.

(C) Indicates Change

Supplement No. 181 to
Tariff Gas – Pa. P.U.C. No. 9
Fifth Revised Page No. 118
Columbia Gas of Pennsylvania, Inc. **Canceling Fourth Revised Page No. 118**

RATE NSS - NEGOTIATED SALES SERVICE (Continued)

CHARACTER OF SERVICE - Continued

2. Firm Service. Where the Company either has or can obtain firm capacity sufficient to meet the customer's firm requirements, the customer may elect firm service. The customer may elect the degree of firm service desired, both with respect to quantities and number of days of interruption. The Company will provide firm NSS service only if: (a) the Company acquires additional capacity specifically to serve the NSS customer on days when service otherwise would be interrupted, or (b) the customer elects Standby Service under Rate SS. Firm Service, other than under Rate SS, shall not be available if the Customer was served by the company under another firm sales service rate schedule during the immediately preceding 12 months, unless the customer demonstrates, to the Company's satisfaction, that the customer otherwise would no longer take firm sales service from the Company (C)

RATES

A. CUSTOMER CHARGE

Customers hereunder shall pay a customer charge. The charge will be negotiated for each customer served under this rate schedule, and will be no less than the equivalent customer charge under the otherwise applicable Transportation rate schedule and the amount shall be included in the customer's service contract.

B. DISTRIBUTION AND COMMODITY CHARGES

The Customer shall elect one of the following rate options at the time it executes a contract for service under this rate schedule.

1. Energy Usage Nomination Option - Customers electing the energy usage nomination option shall pay a negotiated rate per thm, which shall be no less than the sum of the following: (C)

a. the applicable cost of gas, as determined below; plus

b. an E-Factor charge or credit, if applicable, plus

c. a negotiated margin, inclusive of amounts necessary to provide for capacity credits as provided for in this rate.

The applicable cost of gas under the energy usage nomination option shall be determined on a monthly basis and shall equal the cost of spot purchases delivered to the city gate and scheduled to commence on the first day of each month, including transportation and retainage; provided, however, that if such scheduled spot purchases are made for both firm sales customers and NSS sales customers, the lowest cost spot purchases shall be charged to firm sales customers. If NSS purchases under the energy usage nomination option are made in excess of the quantity nominated, then the applicable cost of gas for such excess shall be the gas cost computed in accordance with the provision of the Rules Applicable to Distribution Service. If NSS nominations exceed scheduled quantities of spot purchases, the applicable cost of gas for such excess shall be determined in accordance with the No Nomination Option Provision. The applicable cost of gas shall be excluded from the Purchased Gas Cost Rider. (C)

(C) Indicates Change

RATE NSS - NEGOTIATED SALES SERVICE (Continued)

RATES - Continued

Customers receiving service under the energy usage nomination option shall be required to nominate quantities to be received under NSS service not less than 5 business days before each calendar month; provided, however, that, by mutual agreement between the Company and the customer, the nomination date may be set at an earlier date. The customer will be permitted to increase the nomination during the month on 24 hours notice; the customer must agree to pay the commodity cost of additional purchased gas made to accommodate the increased nominations.

2. No Nomination Option - Customers electing the no nomination option shall pay a negotiated rate per thm, which shall be no less than the sum of the following:

    a. the applicable cost of gas, as determined below, plus

    b. an E-Factor charge or credit, if applicable, plus

    c. a negotiated margin, inclusive of amounts necessary to provide for Purchased Gas Cost credits as provided for in this rate.

    The applicable cost of gas under the No Nomination Option shall be determined on a monthly basis and shall equal the average city gate commodity cost of gas purchases (excluding gas withdrawn from storage) scheduled to commence on the first day of each month, including transportation and retainage. The applicable cost of gas shall be excluded from the Purchased Gas Cost Rider.

3. Fixed Price Option - Customers electing the fixed price option shall, at the time of execution of their contract, nominate quantities to be taken during each billing cycle of the contract. The rate per thm per month shall be negotiated, but shall be no less than the sum of the following: (C)

    a. the settled fixed price for natural gas, under a fixed price contract entered into by the Company with a gas supplier, as determined below, including transportation and retainage; plus

    b. an E-Factor charge or credit, if applicable, plus

    c. a negotiated margin, inclusive of amounts necessary to provide for applicable Purchased Gas Cost credits as provided for in this rate.

    Contemporaneous with the Customer's execution of a contract under the fixed price option, the Company will enter into a fixed price contract for natural gas with a gas supplier. The contract will provide for quantities equal to the quantities nominated for each month of the Customer's contract. In the event the Company executes, in the same month, multiple contracts having the same term as the contract term of the NSS sale, the higher cost gas supply will be assigned to the NSS customer. The settled fixed price for gas hereunder shall be excluded from the Purchased Gas Cost Rider.

    Effective July 7, 1998, if a customer transfers to this rate from another sales rate schedule of the Company, to which the Purchased Gas Cost rider applies, then for a period of twelve months, the commodity rate shall be adjusted to include the amount per thm equal to the "E-Factor" included in the then-applicable Purchased Gas Commodity Cost rate.

(C) Indicates Change

Supplement No. 251 to
Tariff Gas – Pa. P.U.C. No. 9
Eighth Revised Page No. 120
Columbia Gas of Pennsylvania, Inc. **Canceling Sixth and Seventh Revised Page No. 120**

RATE NSS - NEGOTIATED SALES SERVICE (Continued)

CREDITS TO THE PURCHASED GAS COST RIDER

The Company shall credit as revenues for recovery of purchased gas costs, an amount equal to (1) the Rider EBS-Option 2 rates and (2) interstate pipeline capacity costs. The amount of the credit for interstate pipeline capacity costs shall be separately computed for each NSS contract and shall be equal to the greater of the following:

a. Actual sales multiplied by the average rate per thm of all final accepted bids for thirty day recallable capacity received by Columbia five days prior to the commencement of each month of the contract; or

b. Actual sales multiplied by $.00465/thm in December, January and February; and $.00093/thm in all other months.

For firm service not provided by Rate SS-Standby Service, the Company shall credit an additional amount for recovery of interstate pipeline capacity costs. The amount of the credit shall be separately computed for each firm NSS contract and shall be equal to the actual capacity costs incurred to acquire additional capacity, which was obtained, on either a short-term or long-term basis, in order to provide firm service to the customer on days when service otherwise would be interrupted.

For firm service provided by Rate SS-Standby Service, the credit for recovery of interstate pipeline capacity costs shall be computed in accordance with Rate SS.

SPECIAL PROVISIONS

1. The distribution non-gas margin component of sales under this rate schedule shall be no less than the otherwise-applicable distribution rate offered by Columbia to the customer.

2. Subject to the minimum pricing provisions set forth herein, the price and length of term for service under this rate schedule shall be established through negotiations between the Company and the customer. Provided, however, that no contract shall be entered into hereunder without the Company first posting, on Columbia Gas Transmission, LLC's Electronic Bulletin Board, thirty day recallable capacity. (C)

3. If in any billing cycle the actual usage by the NSS customer is less than nominated quantities, the nominated quantities must be paid for by the customer and the quantity not taken will be subject to the provisions of Rider EBS.

4. The Company shall schedule gas purchases sufficient to meet quantities nominated under this rate schedule each month.

5. On any day when a Customer electing interruptible service under this rate schedule has been given notice by the Company to interrupt, any quantity of gas taken in excess of the quantity specified to be made available that day shall constitute consumption in excess of deliveries and shall be subject to provisions of the Consumption in Excess of Deliveries section in Rule 3 of the RADS. Payment of the charges specified in the above mentioned paragraph shall be in addition to the charges specified in this rate schedule. (C)

(C) Indicates Change

RATE NSS - NEGOTIATED SALES SERVICE (Continued)

SPECIAL PROVISIONS - Continued (C)

6. The Company agrees to retain the actual posted Electronic Bulletin Board notices utilized to determine the aforementioned capacity credit and agrees to provide a summary of the terms of release and prices paid for such release in its annual Section 1307(f) filing.

7. The Company shall include, with its annual Section 1307(f) filing, an identification of the cost of gas acquired to provide service to customers under this rate schedule.

8. The Company agrees to provide a report with its annual Section 1307(f) filing detailing the bases for any service provided under this rate schedule to customers with annual throughput requirements less than or equal to 64,400 thm.

STATE TAX ADJUSTMENT SURCHARGE

The above charges are subject to a State Tax Adjustment Surcharge as set forth in this Tariff.

TERMS OF PAYMENT

The above rates are net. Bills for gas service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall be not less than fifteen (15) days after presentation (date of postmark).

If the Customer fails to pay the full amount of any bill, a delayed payment charge of one and one-quarter percent (1 1/4%) per billing cycle shall accrue on the portion of the bill that is unpaid on the due date.

RULES AND REGULATIONS

Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of gas service under this rate schedule.

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Sixth Revised Page No. 122
Columbia Gas of Pennsylvania, Inc. **Canceling Fourth and Fifth Revised Page No. 122**

RATE SDSS - SUPPLIER DEFAULT SALES SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available to any commercial or industrial customer with annual throughput requirements greater than 6,440 thm, and whose natural gas supplier has defaulted according to the NGS Default provisions of the Rules Applicable to Distribution Service section of this Tariff, and who at the time of the default was receiving General Distribution Service under Rate SGDS – Small General Distribution Service, Rate SDS – Small Distribution Service, Rate LDS – Large Distribution Service, Rate MLDS – Main Line Distribution Service, Rate CDS – Cogeneration Distribution Service or Rate EGDS – Electric Generation Distribution Service. (C)

The Company may place Customers meeting the availability requirements on Rate SDSS automatically upon the first billing cycle following the default of the customer's natural gas supplier, unless the Customer notifies the Company that it does not desire to be served under Rate SDSS.

CHARACTER OF SERVICE

The Company shall provide interruptible Natural Gas Supply Service to customers taking Rate SDSS on a best efforts basis and customers served under Rate SDSS shall be considered Sales Service customers for purposes of administering provisions of the Company's Tariff. Nevertheless, the Company undertakes no responsibility to obtain sufficient gas supplies to avoid interruption on a daily basis, and service hereunder is totally interruptible on any day when the Company gives notice to the customer that gas supply is inadequate to supply the customer's requirements, except to the extent the customer nominates Maximum Daily Firm Requirement under Rate SS.

RATE

Customers served under Rate SDSS shall pay the applicable Customer Charge, Distribution Charge, Pass-through Charge, State Tax Adjustment Surcharge and any minimum charge under their former General Distribution Service rate schedule. Each customer served under Rate SDSS shall remain subject to the charges under the Service Option previously chosen under Rider EBS. Customers served under Rate SDSS shall not pay any charges under the Rules Applicable to Distribution Service section of the Tariff ("RADS"), nor shall they pay the Applicable Sales Service Rate contained in their former General Distribution Service rate schedule. Instead, Customers served under Rate SDSS shall pay a commodity charge which shall be the product of multiplying the rate per thm, determined as provided below, by the quantity of gas sold to the customer by the Company during the applicable billing month.

DETERMINATION OF COMMODITY RATE

A charge for commodity gas costs shall be determined by selecting the greater of: (1) the average of the highest "City Gate" price for deliveries for ten (10) consecutive days during the calendar month as published in Platts Gas Daily "Daily price survey" under the heading "Texas Eastern, M-3", or (2) the highest commodity cost of purchases by the Company during the calendar month, including the delivered cost of purchases at the city gate, if any, excluding any purchases under fixed price commodity contracts for which the price was determined more than thirty days before the beginning of the calendar month. The commodity gas cost shall be increased by a premium of 5% in order to determine the final applicable Gas Supply Charge.

(C) Indicates Change

RATE SDSS - SUPPLIER DEFAULT SALES SERVICE

CHARGE FOR UNAUTHORIZED TAKES AFTER NOTICE TO INTERRUPT

On any day when the Customer has been given notice by the Company to interrupt, any quantity of gas taken in excess of the quantity specified to be made available on that day shall constitute unauthorized takes and shall be subject to a penalty charge of $2.79590 per thm. Payment of such penalty charge shall be in addition to the charges specified in this rate schedule.

TERMS OF PAYMENT

The above rates are net. Bills for gas service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall be not less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill a delayed payment penalty charge of one and one-quarter percent (1¼%) per billing cycle will accrue on the portion of the bill that is unpaid on the due date.

SPECIAL PROVISIONS APPLICABLE TO ALL SDSS CUSTOMERS (C)

In the event customer's throughput requirements, as determined annually under the Customer Charge provisions of this rate, fall below 6,440 thm, the customer shall be transferred to Rate SGSS – Small General Service Sales Service, effective the immediately succeeding January billing cycle.

RULES AND REGULATIONS

Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of gas service under this rate schedule.

(C) Indicates Change

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FOR FUTURE USE

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Seventh Revised Page No. 125
Columbia Gas of Pennsylvania, Inc. **Canceling Fifth and Sixth Revised Page No. 125**

RATE CDS - COGENERATION DISTRIBUTION SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available to any customer who qualifies as a co-generator under Section 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA). Customer must demonstrate to the Company's satisfaction that qualifying cogeneration gas burning equipment will be installed and only gas used for cogeneration will be billed at the rate negotiated under this rate schedule. Service is available when such customer acquires its own gas and executes a contract with the Company for distribution service in accordance with all terms and conditions of such contract. Separate metering and piping to qualifying end use equipment will be required.

Service under this rate schedule shall not be available to a customer who is a Priority 1 Customer, and is using gas to generate electricity for Essential Human Needs Use, (as defined in the Service Limitations of this tariff), unless the customer either purchases Standby Service or has an alternate fuel available to generate electricity to cover the electricity peak day requirement.

CHARACTER OF SERVICE

Service furnished pursuant to this rate schedule shall be subject to termination at the Company's discretion based on its inability to deliver such natural gas. The Company may require 24-hour notice from customer of their desire to operate on any day and the Company may decline to serve a qualified distribution customer if, in the Company's sole discretion, continuation or initiation of distribution service will jeopardize the supply of gas to the Company's firm customers. If service is terminated under this schedule, the Company will attempt to provide service to a customer under an otherwise applicable rate schedule. In the event of termination, the Company will notify the customer as soon as possible.

A Cogeneration Distribution Service account may be returned to the applicable Sales Service rate, if for a period of at least five (5) consecutive days in one billing cycle, the Company: (C)

(1) has not received gas supply for the account;
(2) the account's bank balance is insufficient to cover the consumption or the customer did not have access to its bank balance due to the issuance of an OFO and/or OMO; and
(3) the customer consumed gas on one or more days during such five (5) day period.

For a non-daily read account, the account may be returned to the applicable Sales Service rate at the end of a billing cycle if the above three conditions are met unless the customer furnishes proof that they did not consume gas on one or more days during such five (5) day period.

RATE

The rate charged qualifying customers in each billing cycle shall be the Distribution Charge and the Rider EBS rate, which shall be determined by negotiation between the customer and the Company. Such rates, which may be subject to an escalation clause, will be included in the customer's service agreement. (C)

(C) Indicates Change

RATE CDS - COGENERATION DISTRIBUTION SERVICE (Continued)

MINIMUM CHARGE

Customers served hereunder shall be subject to a minimum charge. Such charge will be determined individually for each customer served under this rate schedule and the amount shall be included in the customer's service agreement. The minimum charge will include the actual additional costs to the Company, if applicable, to connect a cogeneration customer. The payment of such minimum charge does not relieve the customer from any minimum charge obligation applicable to service received by the customer under any of the Company's other rate schedules.

TERMS OF PAYMENT

The above rate is net. Gas distributed hereunder shall be billed in accordance with the terms and conditions set forth in the customer's executed contract governing distribution service. Bills for distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall not be less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill, a delayed payment charge of one and one-quarter percent (1 1/4%) per billing cycle shall accrue on the portion of the bill that is unpaid on the due date. (C)

SPECIAL PROVISIONS

If a potential customer and the Company cannot agree to terms under this rate schedule, the customer may apply to be classified as a customer under any other rate schedule for which the customer would be eligible.

The Company may retain a reasonable allowance of the total quantity of gas distributed into its system for the customer's account for gas which is lost or unaccounted for in its operations. This allowance will be determined on the basis of an estimate of the lost and unaccounted to be experienced on the specific lines used to serve the customer.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of distribution service under this rate schedule.

(C) Indicates Change

RATE EGDS – ELECTRIC GENERATION DISTRIBUTION SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available to any customer who uses gas to generate electricity for sale, either wholesale or retail; provided that such sale of electricity is subject to the regulatory jurisdiction of either the Pennsylvania Public Utility Commission or the Federal Energy Regulatory Commission. Service under this rate schedule is only available for gas distributed to serve generation requirements. Service is available when such customer acquires its own gas and executes a contract with the Company for distribution service in accordance with all terms and conditions of such contract.

CHARACTER OF SERVICE

Service furnished pursuant to this rate schedule shall be subject to termination at the Company's discretion based on its inability to distribute such natural gas. The Company may decline to serve a qualified distribution customer if, in the Company's sole discretion, continuation or initiation of distribution service will jeopardize the supply of gas to the Company's firm customers. If service is terminated under this schedule, the Company will attempt to provide service to a customer under an otherwise applicable rate schedule. In the event of termination, the Company will notify the customer as soon as possible.

An Electric Generation Distribution Service account may be returned to the applicable Sales Service rate, if for a period of at least five (5) consecutive days in one billing cycle, the Company: (C)

(1) has not received gas supply for the account;
(2) the account's bank balance is insufficient to cover the consumption or the customer did not have access to its bank balance due to the issuance of an OFO and/or OMO; and
(3) the customer consumed gas on one or more days during such five (5) day period.

For a non-daily read account, the account may be returned to the applicable Sales Service rate at the end of a billing cycle if the above three conditions are met unless the customer furnishes proof that they did not consume gas on one or more days during such five (5) day period.

RATE

The rate charged qualifying customers in each billing cycle shall be the Distribution Charge and the Rider EBS rate, which shall be determined by negotiation between the customer and the Company. Such rates, which may be subject to an escalation clause, will be included in the customer's service agreement. (C)

MINIMUM CHARGE

Customers served hereunder shall be subject to a minimum charge. Such charge will be determined individually for each customer served under this rate schedule and the amount shall be included in the customer's service agreement. The minimum charge will include the actual additional costs to the Company, if applicable, to connect an electric generation customer. The payment of such minimum charge does not relieve the customer from any minimum charge obligation applicable to service received by the customer under any of the Company's other rate schedules. (C)

(C) Indicates Change

RATE EGDS – ELECTRIC GENERATION DISTRIBUTION SERVICE (Continued)

TERMS OF PAYMENT

The above rate is net. Gas distributed hereunder shall be billed in accordance with the terms and conditions set forth in the customer's executed contract governing distribution service. Bills for distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall not be less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill, a delayed payment charge of one and one-quarter percent (1 1/4%) per billing cycle shall accrue on the portion of the bill that is unpaid on the due date. (C)

SPECIAL PROVISIONS

If a potential customer and the Company cannot agree to terms under this rate schedule, the customer may apply to be classified as a customer under any other rate schedule for which the customer would be eligible.

The Company may retain a reasonable allowance of the total quantity of gas distributed into its system for the customer's account for gas which is lost or unaccounted for in its operations. This allowance will be determined on the basis of an estimate of the lost and unaccounted for to be experienced on the specific lines used to serve the customer.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of distribution service under this rate schedule.

(C) Indicates Change

Supplement No. 255 to
Tariff Gas – Pa. P.U.C. No. 9
Seventh Revised Page No. 129
Columbia Gas of Pennsylvania, Inc. **Canceling Sixth Revised Page No. 129**

RATE NGV - NATURAL GAS VEHICLE SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY (C)

Available to any Customer for use of natural gas directly in a natural gas vehicle ("NGV"). The following shall qualify as a customer for purposes of this rate schedule:

1. The operator of a public fueling station.

2. The owner/operator of a natural gas vehicle or fleet of vehicles, who receives service at separately metered fueling facilities owned by the vehicle owner/operator for the exclusive use of the customer's vehicle(s).

CHARACTER OF SERVICE

Except as provided herein, a customer under this Rate Schedule may elect either Firm Sales Service, Interruptible Sales Service or Distribution Service.

Where the customer is the owner/operator of a dedicated natural gas vehicle or dedicated fleet of vehicles used to provide public transportation or otherwise used to provide essential public services, the customer must either:

1. Elect firm sales service; or

2. Provide adequate proof of firm pipeline capacity and firm gas supply obtained by the customer, or contract for Standby Service, to be eligible for distribution service during the term of service under this rate schedule.

Under Interruptible Sales Service, the Company takes no responsibility to obtain sufficient gas supplies to avoid interruption on a daily basis, and service is interruptible on any day when the Company has insufficient supply or capacity to provide service. Where feasible, the Company shall give the Customer two hours advance notice of interruption. The Customer agrees that Company shall not be liable for any loss or damage that may be sustained by the Customer by reason of any interruption of service.

Distribution Service hereunder shall be subject to the Rules Applicable to Distribution Service of this tariff.

MAIN LINE EXTENSION DEPOSIT INSTALLMENT PLAN

Applicants eligible for Rate Schedule NGV with projected annual usage greater than 64,440 therms, who have entered into an agreement with the Company to make payments for a main line extension pursuant to the Payment Period of Deposit paragraph in the Capital Expenditure Policy section of Rule 8. Extensions of these Rules and Regulations Governing the Distribution and Sale of Gas, will have the installment amount included in the cyclical bill for service issued by the Company. The installment amount will be added to the Customer Charge for the duration of the installment payment plan.

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Sixth Revised Page No. 130
Columbia Gas of Pennsylvania, Inc. **Canceling Fourth and Fifth Revised Page No. 130**

RATE NGV - NATURAL GAS VEHICLE SERVICE (Continued)

RATES

Sales or Distribution service to an operator of a public fueling station, or to an owner/operator of a natural gas vehicle taking service at separately metered fueling facilities owned by the customer, shall be made pursuant to a contract for service under this rate schedule. The contract shall be for no less than a one-year period. The contract may provide for a negotiated customer charge and either a fixed commodity charge or a methodology for determining the commodity charge. The commodity charge shall take into account whether service is a firm sale, interruptible sale or distribution.

CREDITS FOR RECOVERY OF PURCHASED GAS COSTS

Where service hereunder is provided as a sale, the Company shall credit to the Purchased Gas Cost Rider amounts for recovery of purchased gas costs, dependent upon whether sales are firm or interruptible. The amount of the credit shall be as set forth in the Purchased Gas Cost Rider.

STATE TAX ADJUSTMENT SURCHARGE

The above charges are subject to a State Tax Adjustment Surcharge as set forth in this tariff.

TERMS OF PAYMENT

The above rates are net. Where service is pursuant to contract, bills for gas service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall not be less than fifteen (15) days after presentation (date of postmark).

If the Customer fails to pay the full amount of any bill, a delayed payment charge of one and one-quarter percent (1 ¼%) per billing cycle shall accrue on the portion of the bill that is unpaid on the due date. (C)

Bills for gas sold at a filing station operated by the Company shall be paid at the time of delivery.

RIDER EBS

Distribution service under this rate schedule shall be subject to the provisions of Rider EBS as set forth in this tariff.

APPLICABLE SALES SERVICE RATE

Distribution Customers under this Rate Schedule desiring to purchase gas shall be charged an amount for recovery of purchased gas costs set forth in the Rules Applicable to Distribution Service, plus the non-gas portion of distribution rates contained in the first block of Rate SGS - Small General Service.

Provided, however, that sales service hereunder shall be considered imbalance gas as defined in the Consumption in Excess of Deliveries section in Paragraph 3 of the Rules Applicable to Distribution Service. The Company undertakes no responsibility to obtain sufficient gas supplies to avoid interruption of sales service on a daily basis, and sales service is totally interruptible on any day when the Company gives notice to the customer that gas supply is inadequate to supply the customer's requirements, except to the extent the customer nominates Maximum Daily Firm Requirement under Rate SS.

(C) Indicates Change

RATE NGV - NATURAL GAS VEHICLE SERVICE (Continued)

PENALTY FOR FAILURE TO INTERRUPT

On any day when the Customer has been given notice by the Company to interrupt either interruptible sales service or distribution service, any quantity of gas taken in excess of the quantity specified to be made available that day shall constitute unauthorized takes and shall be subject to a charges set forth in the Rules Applicable to Distribution Service. Payment of such penalty charge shall be in addition to the charges specified herein.

SPECIAL PROVISIONS

1. Where the customer is the operator of a public fueling station, the customer shall obtain all permits, licenses and other governmental approvals necessary to operate a public fueling station, and shall agree to be liable for all taxes levied as a result of sales to the public.

RULES AND REGULATIONS

Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this Rate Schedule, shall govern, where applicable, the supply of sales service under this Rate Schedule.

(C) Indicates Change

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FOR FUTURE USE

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Eighth Revised Page No. 133
Columbia Gas of Pennsylvania, Inc. **Canceling Sixth and Seventh Revised Page No. 133**

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FOR FUTURE USE

Supplement No. 181 to
Tariff Gas – Pa. P.U.C. No. 9
Eighth Revised Page No. 134
Columbia Gas of Pennsylvania, Inc. **Canceling Seventh Revised Page No. 134**

RATE SS – STANDBY SERVICE

AVAILABILITY

Available to any qualified customer receiving General Distribution Service or Negotiated Sales Service who executes a contract with the Company for service under this rate schedule for a period of not less than one (1) year for Standby Service.

PURPOSE

This rate schedule is designed to provide the maximum unbundling of supply options to customers for which this rate schedule is available. The customer will elect Maximum Daily Firm Requirement which best meets the degree of system supply risk which the customer is willing to assume.

NOMINATION OF MAXIMUM DAILY FIRM REQUIREMENT

The Maximum Daily Firm Requirement shall be the maximum daily quantity of gas that the customer proposes to reserve for purchase from the Company. The Maximum Daily Firm Requirement shall be the quantity of gas nominated by the customer in the customer's contract. The Company retains the right to refuse the requested nomination if the Company determines, in its sole discretion, that it does not have adequate gas supplies or distribution capacity to provide the service over the life of the contract. (C)

In the event the customer desires to increase or decrease the then effective Maximum Daily Firm Requirement, during or at the end of the contract term, it shall, on or before April 1 of any year, notify the Company by letter as to the total amount of such increase or decrease. The Company shall notify the customer by letter as to whether the Company will grant the requested increase or decrease within thirty days of notification that it has received any required change in its daily demand from its supplier. Requests not granted in writing by November 1 shall be deemed denied. No increase or decrease will be granted unless: (1) the Company can obtain a corresponding increase or decrease in its gas supplies, transportation capacity and storage capacity, or any combination thereof; or (2) the Company concludes, in its sole judgment, that the Company can accommodate the requested change without changes in the Company's gas supplies, transportation capacity or storage capacity. Any decrease or increase in the Customer's Maximum Daily Firm Requirement authorized by the Company shall become effective November 1 following April 1 of the year in which notification of the request for change is timely received.

RATES

Maximum Daily Firm Requirement - The rate per thm of Maximum Daily Firm Requirement shall be computed as follows: (C)

The total estimated demand charges to be paid by the Company for the projected period that is the basis for the computation of the projected cost of purchased gas included in base rates under the Purchased Gas Cost Rider of this Tariff, shall be divided by, the total firm entitlement of the Company, expressed in thm, for the projected period that is the basis for the computation of the projected cost of purchased gas included in base rates under the Purchased Gas Cost Rider of this Tariff. (C)

Each time there is a change in the provision for recovery of purchased gas costs pursuant to the Purchased Gas Cost Rider of this Tariff, a re-computation shall be made of the rate per thm of Maximum Daily Firm Requirement. (C)

(C) Indicates Change

RATE SS - STANDBY SERVICE (Continued)

GAS SUPPLY RATE FOR PURCHASES

Quantities of gas purchased from the Company shall be charged an amount for recovery of purchased gas costs set forth in the Rules Applicable to Distribution Service plus the Distribution Charge set forth in Rate SGSS.

CHARGE FOR UNAUTHORIZED TAKES

On any day when the Customer has been given notice by the Company to interrupt, pursuant to provisions contained in the Customer's Primary Rate Schedule, any quantity of gas taken in excess of the Customer's Maximum Daily Firm Requirement for that day shall constitute unauthorized takes and shall be subject to the charges set forth under the Rules Applicable to Distribution Service.

STATE TAX ADJUSTMENT SURCHARGE

The Customer Charge and the Distribution Charge are subject to a State Tax Adjustment Surcharge as set forth in this Tariff.

TERM OF CONTRACT

Contracts for service hereunder shall be for not less than a one (1) year period. Contracts shall be automatically renewed at the end of the initial term for a one year period unless written notice to terminate is given by the Company or the customer not later than sixty days prior to expiration of the contract.

SPECIAL PROVISIONS (C)

The Maximum Daily Firm Requirement of the customer will be contracted for by the Company from its supplier and no curtailments or interruptions of this gas are planned. However, in the event of emergencies, shortages of gas or force majeure causes, the Company reserves the right to curtail the Maximum Daily Firm Requirement of customer, without incurring any liability for any loss or damage that may be sustained by the customer by reason of any such interruptions. The Company will, however, adjust the applicable monthly Maximum Daily Firm Requirement charge, on a pro rata basis, for any curtailment in such Maximum Daily Firm Requirement except for instances where such curtailment is the result of failure by supplier to deliver its contractual commitment to the Company because of a gas supply shortage. Such adjustment shall be made by crediting the customer's applicable monthly bill with an amount equal to the appropriate unit monthly Daily Purchased Gas Demand charge per thm divided by the number of days in the billing cycle times the quantity of gas represented by the difference between the Maximum Daily Firm Requirement and the quantity of gas actually delivered on those days during the billing cycle when deliveries were curtailed below the Customer's Maximum Daily Firm Requirement.

(C) Indicates Change

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FOR FUTURE USE

RATE DGDS - DISTRIBUTED GENERATION DISTRIBUTION SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available, at one location, for the distribution requirements of any commercial or industrial customer using distributed generation equipment such as reciprocating engines, gas turbines, microturbines, and fuel cells used for electrical power generation. Service is available when such customer executes a contract with the Company for a period mutually agreed to between the Company and the customer for distribution service in accordance with all terms and conditions of such contract. Provided, that the Company's facilities are adequate to provide the requested service.

Service under this rate schedule shall not be available to a single customer who is a Priority 1 Customer, as defined in the Service Limitations section of this Tariff, unless such customer also contracts for firm service under Rate SS-Standby Service at a level necessary to meet the portion of daily and seasonal requirements of the facility not covered by installed operable alternative fuel capability.

CHARACTER OF SERVICE

Service furnished pursuant to this rate schedule shall be subject to termination at the Company's discretion based on its inability to distribute such natural gas. The Company may decline to serve a qualified distribution customer if, in the Company's sole discretion, continuation or initiation of distribution service will jeopardize the supply of gas to the Company's firm customers. If service is terminated under this schedule, the Company will attempt to provide service to a customer under an otherwise applicable rate schedule. In the event of termination, the Company will notify the customer as soon as possible.

A Distributed Generation Distribution Service account may be returned to the applicable Sales Service rate if, for a period of at least five (5) consecutive days in one billing cycle, the Company: (C)

(1) has not received gas supply for the account;
(2) the account's bank balance is insufficient to cover the consumption or the customer did not have access to its bank balance due to the issuance of an OFO and/or OMO; and
(3) the customer consumed gas on one or more days during such five (5) day period.

For a non-daily read account, the account may be returned to the applicable Sales Service rate at the end of a billing cycle if the above three conditions are met unless the customer furnishes proof that they did not consume gas on one or more days during such five (5) day period.

RATE

The customers under this rate schedule shall be subject to a Customer Charge and a Distribution Charge. The Distribution Charge may be subject to an escalation clause.

If a potential customer and the Company cannot agree to terms under this rate schedule, the customer may apply to be classified as a customer under any other rate schedule for which the customer would be eligible.

ELECTIVE BALANCING SERVICES RIDER

Distribution Service under this rate schedule may be subject to the provisions of Rider EBS as set forth in this Tariff.

(C) Indicates Change

RATE DGDS - DISTRIBUTED GENERATION DISTRIBUTION SERVICE (Continued)

MINIMUM CHARGE

Customers served hereunder may be subject to a minimum charge. Such charge will be negotiated individually for each customer served under this rate schedule and the amount shall be included in the customer's contract. The payment of such minimum charge does not relieve the customer from any minimum charge obligation applicable to service received by the customer under any of the Company's other rate schedules.

TERMS OF PAYMENT

Gas distributed hereunder shall be billed in accordance with the terms and conditions set forth in the customer's executed contract. Bills for gas distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall be not less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill, a delayed payment penalty charge of one and one-quarter percent (1 1/4%) per billing cycle will accrue on the unpaid portion of such bill from the due date to the date of payment. (C)

SPECIAL PROVISIONS

1. Service under this rate schedule shall be subject to the Rules Applicable to Distribution Service of this tariff.

2 The Company may require that an existing customer agree to separate piping or sub-metering.

3 The Company may retain a reasonable allowance of the total quantity of gas distributed into its system for the customer's account for gas which is lost or unaccounted for in its operations. This allowance will be determined on the basis of an estimate of the lost and unaccounted for to be experienced on the specific lines used to serve the customer.

4 The Company shall not be obligated to incur additional costs for additional or upgraded facilities necessary to provide distribution service under this rate schedule unless the customer requesting service thereof agrees to pay the costs of additional or upgraded facilities prior to the installation of service.

5 The Customer agrees to permit access to their facilities by employees or agents of the Company at all reasonable times for the purpose of determining that the operation of installed generation equipment and facilities is in compliance with all terms and conditions for service required under this rate schedule.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas and Rules Applicable to Distribution Service of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of gas service under this rate schedule.

(C) Indicates Change

Supplement No. 235 to
Tariff Gas – Pa. P.U.C. No. 9
Ninth Revised Page No. 139
Columbia Gas of Pennsylvania, Inc. **Canceling Eighth Revised Page No. 139**

RATE CAP – CUSTOMER ASSISTANCE PLAN

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available to any residential customer at one location using natural gas as their main heating source and meeting the following requirements:

1. This rate will serve 100% of the total requirements.
2. The total household income is equal to or less than 150% of the Federal Poverty Level.
3. The customer does not take service under any other rate schedule.
4. The customer is either over sixty years old or is payment-troubled (i.e., has at least one failed payment arrangement with the Company within the past 12 months, has received a termination notice from the Company within the past 12 months, has been verified as a current participant in another utility's CAP, or is unable to establish creditworthiness through the use of generally accepted credit scoring methodology).
5. The meter at the premise must serve only the customer's dwelling space.
6. The customer must agree with the terms specified in the Company's CAP Customer Agreement Form.

CAP CUSTOMER APPLICATION AND RESPONSIBILITIES

In order to gain acceptance in CAP and to maintain participation in CAP after acceptance into the Program, a customer must agree to, and comply with, the following:

1. Verify gross monthly income for all adult household members at time of application.
2. Reverify gross monthly household income annually. This requirement shall be waived in any year that the customer applies for, and receives, an Energy Assistance Grant that is posted to the Company.
3. Notify the Company's Universal Services representative of any changes in income, household size, or residence.
4. Make timely monthly CAP payments, including a $5.00 co-payment on arrears.
5. Apply for federal Low Income Home Energy Assistance Program (LIHEAP) benefits, and direct the payment of LIHEAP to the Company. (C)
6. Apply for any free weatherization service, including the Company's Warm Wise Program, as well as local county weatherization programs if the customer meets eligibility requirements. (C)
7. Release the Company from any liability associated with the customer's participation in CAP.

(C) Indicates Change

Rate CAP – CUSTOMER ASSISTANCE PLAN (Continued)

8. Agree not to use any non-essential gas appliance, such as a pool heater.

9. Allow the Company to purchase gas on the customer's behalf.

10. In the case of a CAP applicant who is currently without service, and who has a balance from a prior account, make an upfront payment in satisfaction of the prior balance up to, but no more than, $150.

MONTHLY PAYMENT OPTIONS

The most affordable payment option for the eligible CAP customer shall be selected from the Options below. The monthly payment will not be less than the average payment received from the customer in the previous twelve (12) months. A minimum payment amount of twenty-five dollars ($25.00) is required.

Option #1: Percentage of Income.
0 – 110% of Poverty = 7%
110 – 150% of Poverty = 9%

Option #2: Average of last 12 months of customer payments prior to joining CAP. (Available for customers with at least six months of uninterrupted service.) (C)

Option #3: Flat rate of 50% of budget billing (adjusted annually)

Senior CAP Option: Flat rate of 75% of budget billing for all customers over 60 years of age with no arrears or payment arrangement default.

In addition to the monthly payment established under either Option #1, #2, #3, or Senior CAP Option, the CAP customer is required to pay a five-dollar ($5.00) co-payment towards pre-program arrears, as well as an additional amount calculated each year based on the previous year's LIHEAP grants applied to CAP accounts ("plus amount"). The "plus amount" is determined by dividing the total LIHEAP cash dollars received on CAP accounts in the prior heating season by the number of current CAP customers. The monthly plus amount will be one-twelfth (1/12) of the final total. This amount will be calculated yearly and effective with the October billing cycle. (C)

A CAP customer's monthly payment shall not exceed the non-CAP budget payment applicable to the customer's account, exclusive of the $5.00 co-payment towards pre-program arrears. In the event that a CAP customer's monthly payment is determined to exceed the non-CAP budget payment applicable to the customer's account, the applicable information is reviewed to determine if the CAP payment should be lowered or if the customer should be removed from CAP.

SECURITY DEPOSITS

CAP customers will not be charged security deposits.

Any paid security deposits on accounts with an approved CAP application will be credited to the arrears prior to CAP enrollment.

Unpaid security deposits for customers entering into the CAP will be waived after income verification is complete.

(C) Indicates Change

RATE CAP – CUSTOMER ASSISTANCE PLAN (Continued) (C)

REVERIFICATION

CAP Customers are required to reverify their income annually.

CAP customers 60 years and older who are also on Social Security or Disability Assistance are exempt from annual re-verification.

A customer who has been removed from CAP for failure to reverify will be re-entered into CAP immediately, once eligible proof of income is received.

DEFAULT PROVISIONS

Nonpayment of CAP During the Period April 1 through November 30

A CAP customer shall be considered to be in default after two-missed CAP payments, whether consecutive or not, and will be eligible for termination of service in compliance with the Termination of Service provisions of this tariff and all laws and regulations regarding termination of service. The termination notice will reflect all missed CAP payments.

In order to avoid termination of service, a CAP customer who has received a termination notice shall furnish a make-up payment as set forth in the termination notice prior to the scheduled termination date. The Company may, in its sole discretion, delay termination, but such delay shall not be deemed a waiver of the right to terminate service.

Nonpayment of CAP During the Period November 1 through March 31

During the period November 1 through March 31, a CAP customer will neither be removed from CAP nor receive a termination notice for failing to make monthly CAP payments.

Starting with the April 1st termination date, Columbia will issue termination notices to CAP customers who failed to pay CAP budget payments during the November to March period. The amount on the termination notice shall be for all missed CAP payments.

In order to avoid termination of service, a CAP customer who has received a termination notice shall furnish a make-up payment as set forth in the termination notice prior to the scheduled termination date. The Company may, in its sole discretion, delay termination, but such delay shall not be deemed a waiver of the right to terminate service.

Customers Requesting Removal

A customer requesting removal from CAP in writing shall be removed from CAP immediately upon the Company's receipt of such request. The customer may not reenter the CAP for one year after the time of requested removal.

(C) Indicates Change

RATE CAP – CUSTOMER ASSISTANCE PLAN – (Continued)

Noncompliance with Weatherization Measures

The Company may, at its discretion, remove from CAP, or increase the monthly CAP payment for, a customer:

1. Refusing a referral for weatherization services.
2. Who has received weatherization services, but who has not reduced monthly consumption.

Failure to Reverify Income

The Company will issue a letter to the customer 30 days prior to the customer's CAP participation anniversary date, notifying the customer of the requirement to reverify household income in order to remain in CAP. The Company shall remove from CAP any customer failing to reverify household income within 30 days after the anniversary date and 60 days after the initial notification that reverification of income is required.

RE-INSTATEMENT PRODECURES

The Company will re-instate to CAP customers who have been removed from CAP as follows:

1. The customer must pay the entire balance of missed CAP payments including the five-dollar co-pay to the pre-program arrears.

2. Any payments made by the customer after removal are deducted from the amount needed for program re-entry.

3. The pre-program arrearage will be the same at the time of reinstatement as at the time of default.

4. Any charges incurred after default, which are not paid by the customer, are treated as current bill shortfall.

5. This process also applies to CAP customers who move to a new service address with no interruption of service due to termination.

ARREARAGE RETIREMENT

A CAP customer will have their entire pre-program arrears forgiven in equal monthly installments over a three year period. Each installment will be forgiven upon receipt of a full monthly CAP payment. (C)

(C) Indicates Change

RATE CAP – CUSTOMER ASSISTANCE PLAN – (Continued) (C)

CAP AGGREGATION

A CAP customer is required to agree in writing to allow Columbia to act as an agent, on their behalf to contract for the purchase of gas supplies from a licensed natural gas supplier (NGS).

At least quarterly, the Company will solicit Commission licensed NGSs to provide the CAP gas supply service at a discount in relation to the Company's applicable Purchased Gas Cost rates.

RIDER PGC (C)

The Pass-through Charge includes recovery of purchased gas costs pursuant to the Purchased Gas Cost Rider of this Tariff.

In the event that no licensed NGS responds to a quarterly solicitation to provide CAP gas supply service, the Company will provide natural gas supply to the CAP program participants, and the Gas Supply Charge to be used to determine current bill shortfall will include recovery of purchased gas costs pursuant to the Purchased Gas Cost Rider of this Tariff.

TERMS OF PAYMENT

The CAP monthly payment must be paid by the due date.

Any customer found stealing gas will be charged separately from their CAP payment or billed separately for CAP prior to reconnection for the amount of the theft.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of gas service under this rate schedule.

(C) Indicates Change

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FOR FUTURE USE

Supplement No. 238 to
Tariff Gas – Pa. P.U.C. No. 9
Twenty-seventh Revised Page No. 146
Canceling Twenty-fifth and
Twenty-sixth Revised Page No. 146

Columbia Gas of Pennsylvania, Inc.

RIDER USP – UNIVERSAL SERVICE PLAN

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

This Rider shall be applicable to all residential customers except customers in the Company's Customer Assistance Plan ("CAP").

CHARACTER OF RATE

This Rider has been established to recover costs related to the Company's Universal Service and Conservation Programs.

RATE

The Rider USP rate shall be included in the Pass-through Charges on the customer's bill for Rate Schedules RSS, and RDS. The Rider USP shall not be billed to customers being served on Rate CAP.

The rate information is detailed in the Rate Summary pages of this Tariff.

CALCULATION OF RATE

The Rider USP rate shall be calculated to recover costs for the following programs: Low Income Usage Reduction Program (LIURP); Customer Assistance Program (CAP); and the WarmWise® Audits and Rebates program; and the Emergency Repair Program (ERP). (C)

LIURP costs will be calculated based on the projected number of Level 1 income homes to be weatherized. WarmWise® Audits and Rebates program costs will be calculated on the projected number of Level 2 income homes provided with an energy audit, programmable thermostat and/or rebates.

CAP costs will be calculated to include the projected CAP Shortfall (the difference between the total calculated RSS bill excluding Rider CC and Rider USP and the CAP bill) based upon the current discounts at normalized annual quantities of the then-current CAP participants, the projected CAP Shortfall for projected customer additions to CAP during the period that the USP Rider rate will be in effect at the average discount of current CAP participants at normalized annual quantities, the projected CAP customer application and administration costs, the projected CAP pre-program arrearages to be forgiven and written off during the next 12 months. (C)

If the Company is successful in obtaining a CAP gas supply aggregator as provided in Rate CAP-Customer Assistance Plan, then the shortfall will be adjusted to reflect the RDS rate plus the gas costs resulting from the aggregation service.

The costs shall be divided by the total annual projected throughput quantities of all residential non-CAP customers as established in the Company's most recent Purchased Gas Cost proceeding to determine the rate per thm for this Rider.

(C) Indicates Change

RIDER USP – UNIVERSAL SERVICE PLAN – Continued

QUARTERLY ADJUSTMENT

Each quarter, and at any time that the Company makes a change in base rates or Purchased Gas Cost rates affecting residential customers, the Company shall recalculate the Rider USP rate pursuant to the calculation described above to reflect the Company's current data for the components used in the USP rate calculation. The Company shall file the updated rate with the Commission to be effective one (1) day after filing.

ANNUAL RECONCILIATION

On or before April 1 each year, the Company shall file with the Commission data showing the reconciliation of actual revenues received under this Rider and actual recoverable costs incurred for the preceding twelve months ended December. The resulting over/undercollection (plus interest calculated at 6% annually) will be reflected in the CAP quarterly rate adjustment to be effective April 1. Actual recoverable costs shall reflect actual application costs, actual LIURP costs, and actual WarmWise® Audits and Rebates program costs. Actual recoverable costs shall also reflect actual shortfall costs and actual pre-program arrearages, provided that CAP participation on an average annual basis for the preceding year did not exceed 23,000 participants. In the event that CAP participation in the preceding year exceeded 23,000 on an average annual basis, actual recoverable costs shall reflect actual shortfall cost and actual pre-program arrearages for all customers up to the 23,000 participation level. For any and all CAP customers exceeding the 23,000 participation level on an average annual basis, Columbia shall offset the actual shortfall and actual pre-program arrearages by 7.5%. Except for the offset that is applied when CAP participation exceeds 23,000 on an average annual basis, actual CAP shortfall costs shall be based upon actual numbers of CAP customers, actual CAP throughput quantities, actual CAP payments received. (C)

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Twelfth Revised Page No. 148
Columbia Gas of Pennsylvania, Inc. **Canceling Tenth and Eleventh Revised Page No. 148**

RIDER CC - CUSTOMER CHOICE

APPLICABILITY

This Rider has been established to recover costs related to providing Customer Choice to customers in Pennsylvania.

In addition to the charges provided in this Tariff, an amount shall be added to the otherwise applicable charge for each thm of sales quantities or distribution quantities distributed by the Company to Customers receiving service under Rate Schedules RSS, RDS, and SCD, SGSS, SGDS, and DGDS using less than or equal to 64,400 thm annually. (C)

RATE

The Rider CC rate will be included in the Pass-through Charge on the customer bill.

The rate information is detailed in the Rate Summary pages of this Tariff.

Customers enrolled in the Company's Customer Assistance Plan ("CAP") shall not be billed the Rider CC.

Further, the Company may reduce or eliminate the otherwise applicable charge to any Customer if it is reasonably necessary to do so to meet competition from an alternative fuel, including gas from another supplier of gas that has constructed, or could construct, facilities to deliver gas to the Customer without use of the Company's facilities. The Company will notify Customer of the applicable rate if lower than the applicable rate set forth above, four (4) days prior to the beginning of each billing cycle, unless the rate is the same as charged by the Company in the prior cycle. Such reduction or elimination of the charge shall be eliminated or reduced before any reduction is made to the other charges under this Tariff. (C)

(C) Indicates Change

Supplement No. 200 to
Tariff Gas – Pa. P.U.C. No. 9
Fifth Revised Page No. 149
Columbia Gas of Pennsylvania, Inc. **Canceling Third and Fourth Revised Page No. 149**

RIDER EDS - ECONOMIC DEVELOPMENT SERVICE RIDER

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

This Rider is available to a commercial or industrial customer which receives service under Rate LGSS, Rate SDS, or Rate LDS ("Applicable Schedule") and which meets the following additional qualifications:

(a) The customer is a new customer or has not been a customer of the Company for a period of two (2) years prior to requesting service in accordance with this Rider and can document to the Company's satisfaction that additional consumption will result at customer facility;

(b) The throughput requirements of the customer are projected to be greater than 64,400 thm annually; and (C)

(c) The customer gives the Company satisfactory proof that, absent service under this Rider, the customer's facilities or operations would not be constructed in the Company's operating territory, or that, absent service under this Rider, customer would install long-term alternate fuel facilities.

CHARACTER OF SERVICE

This Rider provides for reduced charges for new gas loads related to economic development projects within the Company's service area. Service pursuant to this Rider will commence upon approval by the Company and will continue for a period not to exceed three (3) years.

RATE

The monthly charges for service to customers for which this Rider is applicable shall be computed based upon a declining, three-year percentage reduction in the Distribution Charge under the Applicable Schedule. The Customer Charge, Pass-through Charge, Gas Supply Charge, Gas Cost Adjustment, penalties and charges of third party transporters, if any, under the Applicable Schedule are not subject to reduction. The percentage reductions are as follows: (C)

First Year -	35% reduction
Second Year -	25% reduction
Third Year -	15% reduction

FLEXIBLE RATES

To the extent that the Applicable Schedule contains provisions permitting the Company to lower ("flex") applicable Distribution Charges to meet competition from an alternative fuel, nothing in this Rider shall be interpreted to prohibit the operation of such flex provisions to obtain or maintain a customer. The otherwise applicable percentage reduction set forth in this Rider shall not be applicable to that portion of a customer's rate that is flexed downward. (C)

(C) Indicates Change

RIDER EDS - ECONOMIC DEVELOPMENT SERVICE RIDER (Continued)

NO BUYERS GROUPS PERMITTED

Customers shall not be permitted to combine usage with other customers in order to meet the eligibility provisions of this Rider.

OTHER PROVISIONS

Except as modified by the terms of this Rider, all provisions of the Applicable Schedule apply to service to the customer.

Supplement No. 265 to
Tariff Gas – Pa. P.U.C. No. 9
Ninety-third Revised Page No. 151
Columbia Gas of Pennsylvania, Inc. **Canceling Ninety-second Revised Page No. 151**

RIDER PGC - PURCHASED GAS COST

PROVISIONS FOR RECOVERY OF PURCHASED GAS COSTS

RIDER PGC APPLICABLE TO SALES SERVICE CUSTOMERS

Rates for each thm of gas supplied to sales customers subject to this Rider under the Rate RSS, Rate SGSS, Rate LGSS, and Rate MLSS rate schedules shall include $0.41351 per thm for recovery of purchased gas costs. This rate includes the commodity cost component (CC) of $0.29503 per thm, the commodity "E" Factor component (CE) of ($0.00525) per thm, the demand cost component (DC) of $0.11516 per thm, and the demand "E" Factor component of $0.00857 per thm. (D)

RIDER PGC APPLICABLE TO SGDS PRIORITY ONE CUSTOMERS

Rates for each thm of gas distributed under the Rate SGDS rate schedules for Priority-One Service customers shall include $0.12373 per thm for recovery of Purchased Gas Demand Costs (PGDC). This rate includes the DC of $0.11516 per thm and the demand "E" Factor component of $0.00857 per thm. (D)

RIDER PGC CHARGED TO CHOICE DISTRIBUTION SERVICE CUSTOMERS

Rates for each thm of gas distributed under Rate RDS and Rate SCD shall include $0.09266 per thm for recovery of Purchased Gas Demand Costs. This rate includes the DC of $0.11516 per thm, the Capacity Assignment Factor (CAF) of ($0.03107) per thm and the DC "E" Factor component of $0.00857 per thm. The CAF represents costs not assignable to Choice Distribution Service customers. (I)(D)

Such rates shall be increased or decreased, from time to time, as provided by Section 1307(f) of the Public Utility Code and the Commission's Regulations, to reflect changes in the level of purchased gas costs, as calculated in the manner set forth below.

PRESENTATION ON CUSTOMER BILLS

For sales service customers served under Rate RSS, Rate SGSS, Rate LGSS and Rate MLSS, the Pass-through Charge includes the PGDC of $0.11516 per thm plus the demand "E" Factor of $0.00857 per thm. The two factors total $0.12373 per thm. The Gas Supply Charge includes the PGCC of $0.29503 per thm. The Gas Cost Adjustment is the commodity "E" Factor of ($0.00525) per thm. (D)

For General Distribution Service customers served under Priority-One Rate SGDS, the Pass-through Charge includes the PGDC of $0.11516 per thm and the demand "E" Factor component of $0.00857 per thm, totaling $0.12373 per thm. (D)

For Choice Distribution Service customers served under Rate RDS or Rate SCD, the Pass-through Charge includes the PGDC of $0.11516 per thm, the CAF of ($0.03107) per thm and the demand "E" Factor component of $0.00857 per thm, all of which total $0.09266 per thm. (I)(D)

QUARTERLY UPDATES

The Company's rates for recovery of purchased gas costs are also subject to quarterly adjustments under procedures set forth in the Commission's regulations at 52.Pa. Code § 53.64 (i) (5). Such updates shall reflect, in addition to the provisions of the regulation, adjustments to the projected commodity cost of purchased gas based upon more current versions of the same sources of data and using the same methods to project the commodity cost of purchased gas approved by the Commission in the Company's most recent annual proceeding for recovery of purchased gas costs under section 1307(f) of the Public Utility Code.

(D) Indicates Decrease (I) Indicates Increase

RIDER PGC - PURCHASED GAS COST (Continued)

COMPUTATION OF PURCHASED GAS COMMODITY COSTS PER THM

Purchased gas commodity costs, per thm, shall be computed to the nearest one-thousandth cent (0.001¢) in accordance with the formula set forth below:

$$PGCC = [(CC - CE) \div S]$$

Purchased gas commodity costs, so computed, shall be included in rates charged to customers for gas service under the Rate RSS, Rate SGSS, Rate LGSS, and Rate MLSS rate schedules for twelve consecutive billing cycles beginning October 1 of each year unless such period is revised by the Commission. The amount of purchased gas commodity costs, per thm, will vary, if appropriate, based upon annual filings, by the Company, pursuant to Section 1307(f) of the Public Utility Code and such supplemental filings as may be required or be appropriate under Section 1307(f) of the Commission's Regulations adopted pursuant thereto. (C)

In computing purchased gas commodity costs per thm, pursuant to the formula above, the following definitions shall apply:

"PGCC" - purchased gas commodity costs determined to the nearest one-thousandth cent (0.001¢) to be included in rates for each thm of gas supplied under this Rider for the Rate RSS, Rate SGSS, Rate LGSS, and Rate MLSS rate schedules.

"CC" - the estimated current commodity cost of gas, which shall be determined as follows:

1. for all types of purchased gas, the projected commodity cost for each purchase (adjusted for net current gas stored), for the projected period when rates will be in effect; plus

2. the arithmetic difference of (a) the projected book value of noncurrent gas at the beginning of the computation year minus (b) the projected book value of noncurrent gas at the end of the computation year; plus

3. any other purchased gas costs not defined as demand costs.

"CE" - experienced net overcollection or undercollection of purchased gas commodity costs.

Such experienced net overcollection or undercollection shall be determined for the most recent period permitted under law which shall begin with the month following the last month which was included in the previous over-under collection calculation reflected in rates.

Supplier refunds received that are specifically identifiable as refunds of commodity costs will be in the calculation of "CE" with interest added at the annual rate of six percent (6%) calculated from the month received to the effective month such refund is refunded. The period over which such refunds will be made shall be established by the Commission.

"S" - projected thm of gas to be billed to customers subject only to Rider PGC under the commodity charges of the Rate RSS, Rate SGSS, Rate LGSS, and Rate MLSS rate schedules of this tariff during the period when rates will be in effect.

(C) Indicates Change

RIDER PGC - PURCHASED GAS COST (Continued)

COMPUTATION OF PURCHASED GAS DEMAND COSTS PER THM

For customers subject to this Rider, purchased gas demand costs, per thm, shall be computed to the nearest one-thousandth cent (0.001¢), in accordance with the formula set forth below:

$$PGDC = (DC - DE) \div S)$$

Purchased gas demand costs, so computed, shall be included in rates charged to customers for gas service, pursuant to the Rate RSS, Rate RDS, Rate SGSS, Rate SCD, Rate LGSS, and Rate MLSS rate schedules, and Priority One SGDS Customers receiving distribution service, for the twelve consecutive billing cycles beginning October 1 of each year unless such period is revised by the Commission. The amount of purchased gas demand costs, per thm, will vary, if appropriate, based upon annual filings, by the Company, pursuant to Section 1307(f) of the Public Utility Code and such supplemental filings as may be required or be appropriate under Section 1307(f) of the Commission's regulations adopted pursuant thereto. (C)

In computing purchased gas demand costs, per thm, pursuant to the formula, above, the following definitions shall apply:

"PGDC" - purchased gas demand costs determined to the nearest one-thousandth cent (0.001¢) to be included in rates for each thm of gas supplied under the Rate RSS, Rate SGSS, Rate LGSS, and Rate MLSS rate schedules of the tariff.

"DC" - the estimated current demand cost of gas, which shall be determined as follows:

1. for all types of purchased gas, the projected total demand charges from any interstate pipeline company or any source of gas supply purchased by the Company for the projected period when rates will be in effect; plus
2. the projected firm transportation reservation or standby service charges of any interstate or intrastate pipeline or supplier, excluding charges for transportation acquired for the purpose of providing the Full Balancing Service under Rider EBS – Option 1; plus
3. the projected charges for storage capacity of any interstate or intrastate pipeline supplier, excluding charges for storage capacity acquired for the purpose of providing the Full Balancing Service under Rider EBS – Option 1.

From the sum of items 1, 2 and 3 the following amount shall be deducted:

a. the projected Maximum Daily Firm Requirement to be billed to all customers under Rate SS during the projected period times the rate per thm under the Maximum Daily Firm Requirement charge of Rate SS;
b. the projected intra-cycle balancing service costs to be billed to customers electing Rider EBS - Option 2. (C)

"DE" - experienced net overcollection or undercollection of purchased gas demand costs.

Such experienced net overcollection or undercollection shall be determined for the most recent period permitted under law which shall begin with the month following the last month which was included in the previous over-undercollection calculation reflected in rates. "DE" shall be $0 prior to October 1, 1996.

(C) Indicates Change

Supplement No. 265 to
Tariff Gas – Pa. P.U.C. No. 9
Sixty-sixth Revised Page No. 154
Columbia Gas of Pennsylvania, Inc. **Canceling Sixty-fifth Revised Page No.154**

RIDER PGC - PURCHASED GAS COST (Continued)

COMPUTATION OF PURCHASED GAS DEMAND COSTS PER THM – Continued

Supplier refunds that are not included in "CE" will be included in the calculation of "DE" with interest added at the annual rate of six percent (6%) calculated from the month received to the effective month such refund is refunded. The period over which such refunds will be made shall be established by the Commission.

"S" - projected thms of gas to be billed to customers under the distribution charges of the Rate RSS, Rate SGSS, Rate LGSS, and Rate MLSS rate schedules plus the projected thm of gas to be distributed to customers under Rate RDS, Rate SCD and SGDS Priority One Distribution rate schedules of this Tariff during the period when rates will be in effect.

PROVISION OF PURCHASED GAS DEMAND COST CREDIT DUE TO CUSTOMERS ELECTING CHOICE DISTRIBUTION SERVICE – CAPACITY ASSIGNMENT FACTOR (CAF)

The Purchased Gas Demand Cost (PGDC) rate included in the Pass-through Charge billed to Choice Distribution Service customers served under Rate RDS or Rate SCD shall be $0.09266 per thm. Such rate shall be equal to the PGDC component of $0.12373 per thm as calculated above, less the CAF of $0.03107 per thm. The CAF shall be equal to the projected annual cost of assigned Firm Capacity less estimated annual storage commodity costs (storage injection, withdrawal, shrinkage and commodity transportation cost) with the net divided by the estimated, normalized annual usage of customers electing Choice Distribution Service. The CAF of $0.03107 per thm representing costs not assignable to CHOICE customers shall be included in the Price-to-Compare. (D)

DETERMINATION OF OVER/UNDERCOLLECTION OF GAS COSTS

Commodity E-factor

In computing the experienced over/under collection of purchased gas commodity costs for a period defined by the Commission, the following procedure shall be used:

(a) All experienced purchased gas commodity costs actually incurred by the Company to service customers pursuant to all rate schedules of this Tariff.

Experienced purchased gas commodity costs shall include, but not be limited to, the following:

(1) payments to suppliers to accept assignment of capacity on interstate pipelines other than Columbia Gas Transmission, LLC to the extent permitted under the Rules Applicable to Distribution Service;

(2) costs paid for employing futures, options and other risk management tools, including but not limited to, supplier related costs associated with the fixed price contracts or financial contracts utilized by the Company to lessen the impact of price volatility for PGC customers; and

(3) the index price of gas purchased from distribution customers under the provisions of the Deliveries in Excess of Consumption section of Paragraph 3 of the Rules Applicable to Distribution Service.

Supplement No. 248 to
Tariff Gas – Pa. P.U.C. No. 9
Fourteenth Revised Page No. 155
Columbia Gas of Pennsylvania, Inc. **Canceling Thirteenth Revised Page No. 155**

RIDER PGC - PURCHASED GAS COST (Continued)

DETERMINATION OF OVER/UNDERCOLLECTION OF GAS COSTS - Continued

(b) The following amount shall be included as revenues recovered for gas commodity costs:

(1) an amount determined by multiplying commodity sales quantities subject only to Rider PGC billed under the Rate RSS, Rate SGSS, Rate LGSS, and Rate MLSS rate schedules, for the applicable over/undercollection period, times the PGCC component excluding the commodity E Factor; plus

(2) an amount determined by multiplying commodity sales quantities billed under Rate SGDS, Rate SDS, Rate LDS, Rate MLDS, and Rate SDSS rate schedules, times the index price of gas defined in the Consumption in Excess of Deliveries section of the Rules Applicable to Distribution Service.

Demand "E" Factor

In computing the experienced over/undercollection of purchased gas demand costs for a period defined by the Commission, the following procedure shall be used:

(a) All experienced purchased gas demand costs actually incurred by the Company to service customers pursuant to all rate schedules of this tariff, excluding the cost of capacity acquired for the purpose of providing Full Balancing Service under Option 1 of the Elective Balancing Services Rider. Capacity acquired to provide Full Balancing Service under EBS Option 1 will include sufficient storage capacity for the aggregate of the maximum banks provided under this option, and sufficient storage withdrawal and transportation capacity to provide the firm balancing entitlements.

(b) The following amount shall be included as revenues recovered for gas demand costs:

(1) an amount determined by multiplying Distribution quantities billed under this Rider for the Rate RSS, Rate CAP, Rate RDS, Rate SCD, Rate SGSS, Priority One Rate SGDS, Rate LGSS and MLSS rate schedules, for the applicable over/undercollection period, times the PGDC component excluding the demand E Factor; plus

(2) the amounts billed under Rate SS; plus

(3) the amounts billed distribution service customers under Rider EBS - Option 2; plus

(4) credits received for capacity assigned pursuant to the Rules Applicable to Distribution Service.

Interest on over/under collection of commodity and demand costs shall be computed in accordance with Section 1307(f)(5) of the Public Utility Code from the month that the over or undercollection occurs to the effective month such over or undercollection is refunded. (C)

(C) Indicates Change

RIDER PGC - PURCHASED GAS COST (Continued)

DETERMINATION OF OVER/UNDERCOLLECTION OF GAS COSTS - Continued

ADJUSTMENT OF "E" FACTOR AMOUNTS

Each 1307(f) rate shall also provide for refund or recovery of amounts necessary to adjust for over or underrecoveries of "E" Factor amounts included in prior 1307(f) rates. In computing the amount to be included for over or undercollection of "E" Factor amounts, the amount recovered for "E" Factor amounts under the prior 1307(f) rate shall be determined by multiplying the applicable Distribution quantities billed under the Rate CAP, Rate RSS, Rate SGSS, Rate LGSS, Rate MLSS, Rate RDS, Priority One Rate SGDS, and Rate SCD rate schedules during the applicable 1307(f) period times the portion of the PGCC and the PGDC component that provides for recovery of "E" Factor amounts.

SUPPLIER REFUNDS APPLICABLE TO RATE SS CUSTOMERS

Any supplier refunds received from Columbia Gas Transmission, LLC, which are specifically identified as refunds of Contract Demand charges made after March 31, 1992, shall be refunded pro rata to customers taking service during the applicable prior period(s) under Rate SS. All refunds shall include interest added at the annual rate of six percent (6%) calculated from the month received to the month the refund is made. Refunds shall be paid once each year, as soon as practicable following October 30 of each year, and shall include all applicable supplier refunds received by the Company during the preceding twelve-month period ended October 30. (C)

(C) Indicates Change

PURCHASED GAS COST RIDER (Continued)

GAS PROCUREMENT INCENTIVE PROGRAM

The gas procurement incentive program will be limited to spot gas purchased for the months of April through October. Each month the Company's actual cost will be compared to an adjusted NYMEX index for such month.

The adjusted NYMEX index will be determined by averaging the month end closing prices reported for the last three days of trading on NYMEX after adjusting these prices for the differential between the average of indices representing cash prices paid on such days at the Henry Hub, for gas to be delivered on the first day of the month, and the average of indices prices representing the specific delivery points where Columbia takes title to its gas supply. In any instances where indices are not published in any one of the three chosen publications for a receipt point where the Company purchases spot gas, then the index used will be (1) Columbia Gas Transmission, LLC's Appalachian Index average used at points of delivery into Columbia Gas Transmission, LLC; (2) Columbia Gas Transmission, LLC's Appalachian Index average plus Columbia Gas Transmission, LLC's Storage Service Transportation commodity costs used at points of delivery out of Columbia Gas Transmission, LLC; or (3) if the first two are not appropriate, the price paid will be adjusted by deducting a 100% load factor firm transportation rate to the most applicable receipt point where an index is available. The index and Henry Hub prices utilized will be an average of first of the month prices reported in *Inside F.E.R.C.'s Gas Market Report*, *Natural Gas Week* and *Natural Gas Intelligence*. (C)

A band of ninety-nine (99%) to one-hundred one percent (101%) will be applied monthly to the average indexed prices, as described above, to be compared to the Company's actual prices paid for spot gas purchased to flow during the month to determine the appropriate monthly retention of savings or absorption of losses. The Company will share savings 50%/50% between customers and the Company for increments of actual gas purchases below ninety-nine percent (99%) of the adjusted NYMEX index. The Company will absorb losses 50%/50% between customers and the Company for increments of actual gas purchases above one-hundred one percent (101%) of the adjusted NYMEX index. If the actual gas purchases fall within the band, there will be no sharing.

This program will be in effect from October 1, 2002 through September 30, 2004, unless extended by the Company with approval of the Commission.

RATE NGV GAS COST CREDIT

The following purchased gas cost credits shall be provided for all gas sold under the NGV rate schedule:

1. Demand Costs
   For firm sales under Rate NGV, an amount per thm for recovery of demand costs determined as follows:

$$\frac{\text{Annual Demand Costs}}{(\text{Maximum Daily Quantity} \times 365) \times \text{Average NGV Load Factor}}$$

   Where:
   a. Annual Demand Costs equal the total annual demand charges for supply and capacity included in the Company's purchased gas cost rates under the Purchased Gas Cost Rider, and

   b. Maximum Daily Quantity equals maximum firm deliveries that can be made by the Company to its customers during the winter period.

(C) Indicates Change

Supplement No. 248 to
Tariff Gas – Pa. P.U.C. No. 9
Eleventh Revised Page No. 158
Columbia Gas of Pennsylvania, Inc. **Canceling Tenth Revised Page No. 158**

PURCHASED GAS COST RIDER (Continued)

RATE NGV GAS COST CREDIT - Continued

1. Demand Costs - continued

   For interruptible sales under Rate NGV, an amount for recovery of upstream capacity costs, which is the greater of the following:

   a. The average rate per thm of all final accepted bids for thirty day recallable capacity received by the Company five days prior to the commencement of each month of the contract; or
   b. $.00465/thm in December, January and February, and $.00093/thm in all other months.

2. Commodity Costs

   The amount to be credited for recovery of commodity costs shall be determined on a monthly basis and shall equal the highest cost of spot purchases scheduled to commence on the first day of each month, including transportation and retainage. If no spot purchases are scheduled, the amount to be credited shall be the average commodity cost of gas purchased during the months, including transportation and retainage.

SHARING OF CAPACITY RELEASE REVENUE

Capacity release credits derived from "administrative releases" shall be excluded from the foregoing sharing calculation, and all such credits actually derived shall be included in the demand "E" Factor in their entirety. "Administrative releases" are defined as follows: (C)

(i) Revenues for release of capacity to a producer or marketer where Columbia purchased the gas transported by the producer or marketer for its system supply;

(ii) Revenues from releases of capacity at full margin to certain end-use customers where such releases were the result of the conversion of pre-Federal Energy Regulatory Commission Order No. 636 buy-sell arrangements; and

(iii) Revenues from releases of capacity used in serving end users in a Commission-approved unbundling of service, provided that the benchmark would be adjusted to reflect the assignment of such capacity.

SHARING OF OFF-SYSTEM SALES REVENUE

Following is the definition of gas cost for off-system sales program:

(i) For sales in which a specific purchase is not made, the cost of gas will be defined as the daily average city gate commodity cost of the gas supplies purchased by the Company and flowing on the first of the month (WACCOG). For sales made upstream of the Company's city gate, the cost of transportation, including retainage, from the point of sale to the city gate will be subtracted from the WACCOG. This amount will be further adjusted to include applicable taxes, other than income taxes, and other costs.

(ii) For incremental sales in which a specific purchase is made, the cost of gas will be defined as the purchase price plus transportation costs, including retainage, taxes and other costs that have or will be incurred.

PURCHASED GAS COST RIDER (Continued)

SHARING MECHANISM FOR OFF-SYSTEM SALES AND CAPACITY RELEASE REVENUES

The sharing mechanism for the off-system sales and capacity release revenues shall be as follows. Customers shall receive 75% of all net proceeds through credits in the PGC rates. The Company will calculate the projected credit for each PGC application period (October through the following September) based upon an average of the three most recently completed PGC application periods for which data are available at the time of the PGC pre-filing made by March 1. Each September, the credits actually received by customers in the PGC application period then ending will be reconciled to the customers' share of the net proceeds actually realized during that period, and any difference will be included in the E-factors for the following PGC application period.

The projected off-system sales and capacity release margins credited to the PGC will be reflected in the Purchased Gas Demand Cost (PGDC). The reconciliation of prior year projections and actual off-system sales and capacity release margins will be reflected in the Demand "E" Factor. (C)

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Fifteenth Revised Page No. 160
Columbia Gas of Pennsylvania, Inc. Canceling Thirteenth and Fourteenth Revised Page No. 160

RIDER GPC – GAS PROCUREMENT CHARGE

APPLICABILITY

Throughout the territory served under this Tariff.

This Rider shall be applicable to residential customers taking service under Rate Schedules RSS, and commercial or industrial customers taking service under Rate Schedules SGSS, LGSS and MLSS. The Rider will also be applicable to customers taking service on Rate Schedule CAP if an NGS is not currently providing natural gas to the CAP aggregation. (C)

CHARACTER OF RATE

The Rider GPC was established in compliance with the Pennsylvania Public Utility Commission's Revised Final Rulemaking in Docket No. L-2008-2069114 and is addressed in the PA Code Title 52, Chapter 62, §62.223.

The Gas Procurement Charge is a volumetric charge included in the Gas Supply Charge that reflects the Company's natural gas procurement costs.

The Rider identifies and removes the natural gas procurement costs from base rates and recovers the costs through the Gas Supply Charge on a revenue neutral basis.

RATE

The Rider GPC is a component of the Price-to-Compare and appears in the Gas Supply Charge Summary and the Price to Compare Summary pages of this Tariff.

The Rider GPC is not subject to reconciliation and will only be recalculated in a base rate case.

The Rider GPC rate is $0.00695 per therm. (I)

(C) Indicates Change (I) Indicates Increase

Supplement No. 251 to
Tariff Gas – Pa. P.U.C. No. 9
Fourteenth Revised Page No. 161
Canceling Twelfth and
Thirteenth Revised Page No. 161

Columbia Gas of Pennsylvania, Inc.

RIDER MFC – MERCHANT FUNCTION CHARGE

APPLICABILITY

This Rider shall be applicable to residential customers taking service under Rate Schedules RSS, or CAP (unless an NGS is serving the CAP aggregation) and commercial or industrial customers taking service under Rate Schedule SGSS.

CHARACTER OF RATE

This Rider was established in compliance with the Pennsylvania Public Utility Commission's Revised Final Rulemaking Order dated June 23, 2011 in Docket No. L-2008-2069114 and is addressed in the PA Code Title 52, § 62.223.

The Merchant Function Charge reflects the cost of uncollectibles associated with natural gas costs billed to applicable customers by the Company.

RATE

The MFC is a component of the Price-to-Compare calculation as described in the Definitions section of this tariff.

The uncollectible expense ratios as specified below and determined in the most recent base rate case are used in the calculation of the MFC rate:

Residential uncollectible expense ratio	1.52%	(D)
Non-residential uncollectible expense ratio	0.37%	(D)

The current MFC rates may be found in the Rate Summary pages of this Tariff.

CALCULATION OF RATE

The Rider MFC rate is calculated as follows:

MFC = PGCC x the uncollectible expense ratio

where:

PGCC is the current Purchased Gas Commodity Cost as detailed in the Purchased Gas Cost Rider of this tariff.

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Eighth Revised Page No. 162
Columbia Gas of Pennsylvania, Inc. **Canceling Sixth and Seventh Revised Page No. 162**

RIDER WNA – WEATHER NORMALIZATION ADJUSTMENT

A Weather Normalization Adjustment (WNA) shall be applied to bills of Residential customers under Rate Schedules RSS, RDS, and CAP, for the heating season October through May. The WNA shall commence with the first bill rendered for the October 2013 billing cycle and shall continue until a final Order is entered in the Company's first rate case filed after May 31, 2016. The WNA will be applied to October through May billing cycles and shall be calculated as follows: (C)

WNBT = BLMT + [(NHDD / AHDD) x (AMT-BLMT)]

WNAT = WNBT – AMT

WNA = WNAT x Distribution Usage Charge

(a) Weather Normalized Billing Therms (WNBT) will be calculated as the Base Load Monthly Therms (BLMT) added to the product of the Normal Heating Degree Days (NHDD) divided by the Actual Heating Degree Days (AHDD) and the Actual Monthly Therms (AMT) less the Base Load Monthly Therms (BLMT).

(b) Base Load Monthly Therms (BLMT) are established for each customer using the customer's actual average daily consumption from the billing system, measured in therms, for the two months with the lowest consumption per billing day for the three billing months of July, August and September. The average baseload per day information will be updated annually. If actual BLMT information is not available for the year, the Company will use the most recent available base load information for the premise. If no history is available, the Company shall use the overall base load average for the residential class reflected in the most recent rate case.

(c) Normal Heating Degree Days (NHDD) shall be updated annually by September 1st using the same methodology established in the Company's most recent Rate Case. NHDD for any given day are based upon the 20 year average for the given day.

(d) Actual Heating Degree Days (AHDD) are the actual experienced heating degree days for the billing cycle. The degree day data is provided by the National Oceanic and Atmospheric Administration (NOAA). Customers will be assigned to weather stations based on their geographic locations.

(e) Actual Monthly Therms (AMT) are measured for each customer and billing cycle.

(f) Actual Monthly Therms (AMT) will be subtracted from the Weather Normalized Billing Therms (WNBT) to compute the Weather Normalized Adjustment Therms (WNAT).

(g) The WNAT is then multiplied by the residential Distribution Usage Charge to compute the WNA amount that will be charged or credited to each residential customer.

(h) A 5% deadband shall be implemented. The WNA for a billing cycle will apply only if the AHDD for the billing cycle are lower than 95% or higher than 105% of the NHDD for the billing cycle. A billing adjustment will only occur if the variation of AHDD is lower than 95% or higher than 105% of the NHDD for an individual billing cycle.

(C) Indicates Change

RIDER WNA –WEATHER NORMALIZATION ADJUSTMENT (Continued) (C)

(i) The WNA factor is calculated by first adjusting the NHDD for the billing cycle by the deadband percentage of 5%. The deadband percentage is multiplied by the NHDD and then added to NHDD for the billing period when the weather is colder than normal (i.e., AHDD>NHDD) or subtracted from NHDD for the billing period when the weather is warmer than normal (i.e., AHDD<NHDD).

(j) The Company will file weather normalization information with the Commission annually by October 1st.

The Purchased Gas Cost shall be applied to actual (or non-adjusted) sales therms.

(C) Indicates Change

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FOR FUTURE USE

Supplement No. 251 to
Tariff Gas – Pa. P.U.C. No. 9
Twenty-third Revised Page No. 165
Canceling Twenty-first and
Twenty-second Revised Page No. 165

Columbia Gas of Pennsylvania, Inc.

STATE TAX ADJUSTMENT SURCHARGE

There shall be added to the non-Purchased Gas Cost portion of charges for gas service under all of the Company's rate schedules contained in this Tariff unless otherwise specified below, a surcharge of 0.000%. (C)

The above surcharge will be recomputed, using the elements prescribed by the Commission:

(a) Whenever any of the tax rates used in calculation of the surcharge are changed;
(b) Whenever the utility makes effective an increase or decrease in base rates, exclusive of Purchased Gas Cost rates and applicable Rider rates;
(c) And by March 31, 1971 and every year thereafter.

The above new recomputation will be submitted to the Commission within ten (10) days after the occurrence of the event or date which occasioned such recomputation. If the recomputed surcharge is less than the one in effect the utility will, and if the recomputed surcharge is more than the one then in effect, the utility may, submit with such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be ten (10) days after filing.

Any charges billed under Rate Schedules CDS, DGDS, EGDS or NCS or charges flexed in accordance with the Flexible Rate Provisions contained in Tariff Rule 20 shall not be subject to the State Tax Adjustment Surcharge.

Supplement No. 251 to
Tariff Gas – Pa. P.U.C. No. 9
Eleventh Revised Page No. 166
Columbia Gas of Pennsylvania, Inc. **Canceling Ninth and Tenth Revised Page No. 166**

RIDER EBS – ELECTIVE BALANCING SERVICES

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

This Rider has been established to provide balancing service options for General Distribution Service (GDS) customers in Pennsylvania.

In addition to the charges provided in the customer's rate schedule, an amount may be added to the otherwise applicable charge for each thm of distribution quantities distributed by the Company to a customer receiving service under Rate Schedules SGDS, SDS, LDS, and MLDS, or successor rate schedules, for EBS service as provided below. Rider EBS contains two options for balancing service as described below.

SERVICE OPTIONS:

Option 1: FULL BALANCING SERVICE

Full Balancing Service provides the Customer Proxy with the opportunity to: (1) maintain a bank from month to month on the Company's system; (2) access banked gas on a firm basis pursuant to the Seasonal Flow Order, Operational Flow Order, and Matching Flow Order sections in Paragraph 3 of the Rules Applicable to Distribution Service ("RADS") on any day, including days in which an SFO, OFO, or OMO restricts GDS under-deliveries, up to five percent (5%) of the customer's currently effective Maximum Daily Quantity ("MDQ"), and, to the extent made available by the Company on a best efforts basis, additional interruptible access to the Customer Proxy's bank and (3) to add to the bank on any day, including days in which an SFO, OFO, or OMO restricts GDS over-deliveries. Deliveries to the Company on days in which an SFO, OFO or OMO restricts over-deliveries shall not exceed one hundred two and one-half percent (102.5%) of the maximum prescribed SFO, OFO, or OMO Level unless authorized by the Company. (C)

Option 1: BANK TOLERANCE

The cumulative balance of excess deliveries ("positive bank"), at the end of any billing month, shall not exceed the following specified Bank Tolerance Percentages:

1. For any customer with annual consumption greater than 540,000 thm - 5% of the customer's then current annual quantities.

2. For any customer with annual consumption less than or equal to 540,000 thm --- 10% of the customer's then current annual quantities as specified for the billing months of November through September, and 5% of the customer's then current annual quantity for the October billing month.

(C) Indicates Change

Supplement No. 251 to
Tariff Gas – Pa. P.U.C. No. 9
Fifth Revised Page No. 167
Columbia Gas of Pennsylvania, Inc. **Canceling Third and Fourth Revised Page No. 167**

RIDER EBS – ELECTIVE BALANCING SERVICES (Continued)

Option 1: RATES

The rates for EBS-Option 1 will be calculated on an annual basis by the Company. The Company shall calculate the rates after Customer Proxies have elected their service options and after the Company has secured the assets that are required to provide the service. The Company shall file the rates with the Commission to take effect on April 1 of each year upon one day's notice. The rates for service commencing April 1, 2005 are specified in the Rate Summary Section of this tariff.

The Company may reduce or eliminate the otherwise applicable charge for Rider EBS-Option 1 to any customer if it is reasonably necessary to do so to meet competition from an alternative fuel, including gas from another supplier of gas that has constructed, or could construct, facilities to deliver gas to the customer without use of the Company's facilities. The Company will notify the Customer Proxy of the applicable rate if lower than the applicable rate set forth above, at least four (4) days prior to the beginning of each billing month, unless the rate is the same as charged by the Company in the prior month. Such reduction or elimination of the charge shall be reduced before any reduction is made to the other charges under this tariff.

The rates identified in this section billed and collected pursuant to Option 1 shall not be credited toward recovery of purchased gas costs pursuant to the Purchased Gas Cost Rider.

Option 1: ELECTING SERVICE

Option 1 is the default service option under Rider EBS. Any customer whose Customer Proxy has not elected to take service under one of the other options shall automatically take service under Option 1. A Customer Proxy for an existing GDS customer may elect to change its service option no more than one time per year. An estimate of the rates shall be posted on the Company's EBB on August 1 of each year. All requests to change the service option must be submitted to the Company in writing (e.g. fax, e-mail, electronic bulletin board) no later than the fifteenth of August prior to the April in which the elected option becomes effective. The EBS-Option 1 final rate will be posted on the Company's EBB on September 1. If the September 1 final rate exceeds the August 1 estimated rate by more than 20%, Customer Proxies who have elected EBS-Option 1 may change their election by submitting a change to the Company in writing (e.g. fax, e-mail, EBB) no later than the fifteenth of September. The elected option shall remain in effect for the one-year period commencing April 1 of the following calendar year. A Customer Proxy for a new GDS customer shall elect its service option at the time it executes its General Distribution Service Application and Agreement; however, if the new GDS customer executes its General Distribution Service Application and Agreement after August 15, the Company is under no obligation to provide service to the customer under Option 1 until April of the next following year if the Company does not have adequate storage and capacity assets to provide the service. If the Company cannot serve the new GDS customer under Option 1 until April of the next following year, the Company will either: (a) serve the customer under Option 2 during the interim; or (b) elect to limit/reduce the Elective Balancing Services under Option 1 for the new GDS customer. (C)

Columbia's obligation to provide service under Option 1 is conditioned upon its ability to secure the assets necessary to provide the service. If sufficient assets are not available to provide Option 1 service, customers will default to Option 2.

(C) Indicates Change

RIDER EBS – ELECTIVE BALANCING SERVICES (Continued)

Option 1: FULL BALANCING SERVICE (Continued)

Option 1: CHARACTER OF SERVICE

Normal Operations

In any billing month under Normal Operations (defined as operations during times when neither an SFO, OFO nor an OMO is in effect), if the customer's consumption plus retainage on the distribution system is greater than the sum of: (a) the quantity of gas delivered to the Company's City Gate by the Shipper for the Customer Proxy's account during the billing month, plus (b) the Customer Proxy's positive bank at the beginning of the month, such use shall be considered imbalance gas sold by the Company to the Customer Proxy under the provisions of the Consumption in Excess of Deliveries section in the Rules Applicable Only to General Distribution Service section of the RADS .

If in any billing month under Normal Operations, the customer's consumption plus retainage on the distribution system is less than the quantity of gas delivered into the Company's system on its behalf, the Customer Proxy may use such excess delivered gas to meet requirements in any succeeding billing month, subject to the Company's rights to limit service as provided in the RADS. Provided, however, that the cumulative balance of excess deliveries ("positive bank"), at the end of any billing month, shall not exceed the Bank Tolerance Percentage. Any positive bank in excess of this tolerance level shall be considered imbalance gas purchased by the Company from the Customer Proxy under the provisions of the Deliveries in Excess of Consumption section in the Rules Applicable Only to General Distribution Service section of the RADS.

During SFOs/OFOs/OMOs

During periods when there is an SFO, OFO or OMO that restricts GDS under-deliveries, EBS Option 1 Customer Proxies will have firm daily access to banks equal to five percent (5%) of the customer's currently effective Maximum Daily Quantity ("MDQ"). Additional interruptible access to bank capacity will be available on a best-efforts basis. Should a Shipper on any SFO, OFO, or OMO day under-deliver gas supplies to the Company by a quantity greater than 5% of the customer's currently effective MDQ and any interruptible access to the bank permitted through the SFO, OFO or OMO notice, such quantities shall be charged to the Customer Proxy in accordance with the Consumption in Excess of Deliveries, Seasonal Flow Orders, Operational Flow Orders or Operational Matching Orders sections of the Rules Applicable Only to General Distribution Service section of the RADS as is appropriate to the circumstance. If on any day, the Customer Proxy's bank is not adequate to support any part or all of the bank access made available by the Company and the resulting bank availability combined with other confirmed deliveries by the Shipper is less than the daily delivery requirement under the SFO, OFO, or OMO, the Customer Proxy will be charged for any delivery deficiency in accordance with the Seasonal Flow Order, Operational Matching Order, Operational Flow Order and Consumption in Excess of Deliveries sections in the RADS. At the end of any month in which there has been an SFO, OFO, or OMO that restricts GDS under-deliveries, authorized bank withdrawals used to help meet the daily delivery requirements of an OFO or OMO will be deemed to be the first gas withdrawn from the bank, followed by authorized bank withdrawals used to help meet the daily delivery requirements of an SFO during the month. Any remaining available bank quantities will be applied to days of Normal Operations. Authorized bank withdrawals herein are considered to be the firm access provided under EBS Option 1 plus any interruptible access provided by the Company subject to the Customer Proxy(s) having sufficient quantities in its (their) bank to support the access permitted by the Company. (C) (C) (C) (C)

(C) Indicates Change

RIDER EBS – ELECTIVE BALANCING SERVICES (Continued)

Option 1: FULL BALANCING SERVICE - CHARACTER OF SERVICE (Continued)

During SFOs/OFOs/OMOs - Continued

During periods when there is an SFO, OFO or OMO restriction of GDS over-deliveries, Shippers will be entitled to deliver to the Company up to one hundred two and one-half percent (102.5%) of the Company's maximum prescribed daily SFO, OFO or OMO quantity. However, should daily deliveries exceed one hundred two and one-half percent (102.5%) of the customer's maximum daily prescribed SFO, OFO, or OMO quantity, or if the cumulative excess deliveries exceed the bank tolerances described above, those excess daily deliveries shall be considered imbalance gas purchased by the Company pursuant to the Deliveries in Excess of Consumption or the Seasonal Flow Order paragraphs in the Rules Applicable Only to General Distribution Service section of the RADS and the Customer Proxy shall be charged in accordance with the Seasonal Flow Order, Operational Flow Order or Operational Matching Order paragraphs in the Rules Applicable Only to General Distribution Service section of the RADS.

Option 1: IMBALANCE TRADING SERVICES

A) Bank Balance Transfers

During Normal Operations, subject to the Limitations of Distribution Service in the Rules Applicable to All Distribution Service section of the RADS, Customer Proxies who subscribe to Rider EBS-Option 1 may transfer a bank balance that existed at the beginning of the month to another Customer Proxy that has also subscribed to Rider EBS-Option 1 and that also schedules deliveries to the Company's city-gates within the same Pipeline Scheduling Point. No pre-arranged contract is required. The Customer Proxy must submit all requests for Bank Balance Transfers to the Company in writing (e.g. fax, e-mail, electronic bulletin board) no later than the third business day following the last business day of the calendar month in which the trade is to apply. A fee of $0.07 per Dth for each Dth transferred between Columbia Pipeline Scheduling Point shall be charged to the Customer Proxy transferring the bank balance. A fee of $.07/Dth, with a cap of $500 per trade, for transfers within a Pipeline Scheduling Point shall be charged to the Customer Proxy transferring the bank balance. EBS-Option 1 Customer Proxies who successfully transfer bank balances to eliminate an imbalance will not be subject to the Consumption in Excess of Deliveries or Deliveries in Excess of Consumption paragraphs in the Rules Applicable Only to General Distribution Service section of the RADS. (C)

During any month in which an SFO, OFO, or OMO was in effect, Customer Proxies who subscribe to Rider EBS-Option 1 may transfer a bank balance that existed at the beginning of the month to another Customer Proxy whose customer is located in the same Pipeline Scheduling Point that has also subscribed to Rider EBS-Option 1 and that schedules deliveries to the Company's city-gates on the same transmission company. Provided, however, that bank balance transfers will apply to the SFO, OFO, or OMO period only up to the level of daily access to banked quantities authorized by the OFO, OMO, or SFO. No pre-arranged contract is required. The Customer Proxy must submit all requests for Bank Balance Transfers to the Company in writing (e.g.fax, e-mail, electronic bulletin board) no later than the first business day following the last business day of the calendar month in which the trade is to apply. A fee of $0.07 per Dth, with a cap of $500 per trade, for transfers within a Pipeline Scheduling Point shall be charged to the Customer Proxy transferring the bank balance. EBS –Option 1 Customer Proxies who successfully transfer bank balances to eliminate an imbalance will not be subject to the Seasonal Flow Orders, Operational Flow Orders, Operational Matching Orders, Consumption in Excess of Deliveries and Deliveries in Excess of Consumption paragraphs in the Rules Applicable Only to General Distribution Service section of the RADS.

(C) Indicates Change

RIDER EBS – ELECTIVE BALANCING SERVICES (Continued)

Option 1: FULL BALANCING SERVICE - IMBALANCE TRADING SERVICES (Continued)

The imbalance trading services set forth in this Rider do not relieve Shippers of their obligation to deliver gas to Columbia in the Pipeline Scheduling Point in which they or their customers reside.

B) Gas Transfer Service

Availability

During Normal Operations or periods during which an SFO, OFO or OMO is in effect, subject to The Limitations on Distribution Service paragraphs of the RADS, this optional service is available to Customer Proxies who subscribe to Rider EBS-Option 1. This service provides for the transfer of gas quantities from one Customer Proxy ("Transferor") to another Customer Proxy ("Transferee").

Character of Service

a. Each transfer must occur such that gas is transferred from the Transferor to the Transferee on the same Gas Day. Transferor must request the transfer at the end of the current month, as described in subparagraph (e) below.

b. Transfers may only occur between a Transferor and a Transferee located within the same Local Market Area with confirmed deliveries on the same transmission pipeline.

c. Quantities eligible for transfer shall not exceed the Transferor's confirmed deliveries for the day of transfer. A transfer request may not be accepted by the Company if such transfer would cause the Transferor to incur imbalance charges. (C)

d. Customer Proxies must rely on customer usage posted daily on the Company's website. The Company shall post customer usage on its Internet-based website as soon as practicable after the end of each Gas Day throughout the billing cycle. All customer usage will be posted on a best efforts basis by 5:00 P.M. Eastern time on the second business day following the end of the previous calendar month.

e. All gas transfer requests must be accurately completed and executed by both the Transferor and the Transferee and submitted to the Company on the Company's standard Gas Transfer Request Form by 5:00 P.M. Eastern time on the third business day following the end of the previous calendar month.

f. The Company is not involved in any arrangement or agreement for compensation for the value of the gas being transferred, or for any other fees between the Transferor and Transferee. The Company's role in administering this rate schedule is limited to transferring the approved gas quantities from the Transferor's to the Transferee's account with the Company.

Rate

The Company will charge the Transferor $0.07 per unit transferred. The unit will be either Dth or Mcf, depending upon the supply source being transferred. For transactions of less than 300 units, there will be a minimum charge of $21.00 per transaction.

(C) Indicates Change

Supplement No. 251 to
Tariff Gas – Pa. P.U.C. No. 9
Fourth Revised Page No. 171
Columbia Gas of Pennsylvania, Inc. **Canceling Second and Third Revised Page No. 171**

RIDER EBS – ELECTIVE BALANCING SERVICES (Continued)

Option 1: FULL BALANCING SERVICE (Continued)

Option 1: TERMINATION OF SERVICE

Customer Proxies may terminate service under Option 1 only by electing another option in accordance with the provisions set forth in this Rider or by terminating GDS service. A Customer Proxy whose Customer is terminating GDS service may be charged a termination fee if the Customer Proxy fails to provide termination notice prior to the fifteenth of September prior to the April in which the service is to be terminated. Such termination fee shall be based upon the cost of the assets secured by the Company to provide service to the Customer. Upon termination of service under Option 1, the Company will make every effort to deliver to the Customer Proxy the Customer Proxy's banked gas during the next month's billing cycle following the date of termination. However, should Customer Proxy fail to take delivery of its entire bank of gas within the next month, Company may, at its option, retain and purchase the undelivered bank of gas at a rate determined pursuant to the Deliveries in Excess of Consumption paragraph in the Rules Applicable Only to General Distribution Service section of the RADS. In addition, if the Customer Proxy owes the Company any outstanding charges, the Company may retain as an offset to such outstanding charges, banked gas that would otherwise be delivered to Customer Proxy upon termination of GDS service. The value assigned to such retained bank of gas which is purchased or retained will be a rate determined pursuant to the Deliveries in Excess of Consumption paragraph in the Rules Applicable Only to General Distribution Service section of the RADS for the month in which the Customer Proxy failed to take delivery of the gas. (C) (C)

(C) Indicates Change

RIDER EBS – ELECTIVE BALANCING SERVICES (Continued)

Option 2: MONTHLY CASH OUT (INTRA-MONTH BALANCING SERVICE)

Intra-Month Balancing Service provides Shippers with: (1) the opportunity to maintain a bank from day to day within a month on the Company's system; (2) limited or no use of the bank during issuance of an SFO, OFO or OMO pursuant to the SFO, OFO and OMO paragraphs of the RADS; and (3) a monthly cash-out of any bank of gas existing at the end of the month. (C)

Option 2: RATES

Rates for Intra-Month Balancing Service are specified in the Rate Summary Section of this tariff.

Any amounts billed and collected pursuant to Option 2 shall be credited toward recovery of purchased gas costs pursuant to the Purchased Gas Cost Rider. The Company may reduce or eliminate the otherwise applicable charge to any customer if it is reasonably necessary to do so to meet competition from an alternative fuel, including gas from another supplier of gas that has constructed, or could construct, facilities to deliver gas to the customer without use of the Company's facilities. The Company will notify the Customer Proxy of the applicable rate if lower than the applicable rate set forth above, four (4) days prior to the beginning of each billing month, unless the rate is the same as charged by the Company in the prior month. Such reduction or elimination of the charge shall be reduced before any reduction is made to the other charges under this tariff.

Option 2: ELECTING SERVICE

Option 2 must be elected by the Customer Proxy in writing (e.g. fax, e-mail, electronic bulletin board). A Customer Proxy may elect to change its service option no more than one time per year. All requests to change the service option must be submitted to the Company in writing (e.g. fax, e-mail, electronic bulletin board) no later than the fifteenth of August prior to the April in which the elected option becomes effective. The elected option shall remain in effect from April 1 through March 31 of the following calendar year.

Option 2: CHARACTER OF SERVICE

Normal Operations

In any billing month under Normal Operations, if the customer uses more gas than the quantity of gas, after adjustments for retainage, delivered to the Company's City Gate by the Shipper for the Customer Proxy's account during the billing month, such use shall be considered imbalance gas sold by the Company to the Customer Proxy under the provisions of the Consumption in Excess of Deliveries paragraph in the Rules Applicable Only to General Distribution Service section of the RADS. (C)

If in any billing month, under normal operations, the customer consumes less gas than the quantity of gas delivered to the Company's City Gate by the Shipper, such use shall be considered imbalance gas purchased by the Company from the Customer Proxy under the provisions of the Deliveries in Excess of Consumption paragraph in the Rules Applicable Only to General Distribution Service section of the RADS. (C)

(C) Indicates Change

RIDER EBS – ELECTIVE BALANCING SERVICES (Continued)

Option 2: MONTHLY CASH OUT – CHARACTER OF SERVICE (Continued)

During SFO

If the Shipper under-delivers during an SFO that restricts under-deliveries, the Customer Proxy will be charged for under-deliveries in accordance with the Seasonal Flow Order paragraphs in the Rules Applicable Only to General Distribution Service section of the RADS. If the Shipper over-delivers during an SFO that restricts over-deliveries, the over-deliveries shall be considered imbalance gas purchased by the Company from the Customer Proxy pursuant to the Seasonal Flow Order paragraphs in the Rules Applicable Only to General Distribution Service section of the RADS. The Customer Proxy shall have access to any positive intra-month bank only to the extent specified by the Company in an SFO.

During OFO/OMO

If the Shipper under-delivers during an OFO or OMO that restricts under-deliveries, the Customer Proxy will be charged for under-deliveries in accordance with the Consumption in Excess of Deliveries paragraphs in the Rules Applicable Only to General Distribution Service section of the RADS, and either the Operational Flow Orders or Operational Matching Orders paragraphs in the Rules Applicable Only to General Distribution Service section of the RADS. If the Shipper over-delivers during an OFO or OMO that restricts over-deliveries, the over-deliveries shall be considered imbalance gas purchased by the Company from the Customer Proxy pursuant to the Deliveries in Excess of Consumption paragraphs in the Rules Applicable Only to General Distribution Service section of the RADS and the Customer Proxy shall be charged in accordance with either the OFO or OMO paragraphs in the Rules Applicable Only to General Distribution Service section of the RADS. On a best efforts basis, the Company may offer the Customer Proxy daily access to any positive intra-month bank only to the extent specified by the Company in an OFO or OMO. Such best-efforts access shall not be subject to charges under either the OFO or OMO paragraphs in the Rules Applicable Only to General Distribution Service section of the RADS nor shall it alter the Customer Proxy's obligation to be in balance at the end of the month in accordance with the provisions of EBS Option-2.

Option 2: TERMINATION OF SERVICE

Customer Proxies may terminate service under Option 2 only by electing another option as described in this Rider or by the Customer terminating GDS service. Upon termination of service under Option 2, the Company will calculate imbalance gas sold or purchased by the Company from the Customer Proxy as described in the "Normal Operations" paragraph above. However, if the Customer Proxy owes the Company any outstanding charges, the Company may retain as an offset to such outstanding charges, banked gas or over-deliveries that would otherwise be delivered to the Customer Proxy upon termination of service. The value assigned to such retained bank of gas or over-deliveries which are purchased will be ninety percent (90%) of the index rate determined pursuant to the Deliveries in Excess of Consumption paragraphs in the Rules Applicable Only to General Distribution Service section of the RADS. (C)

(C) Indicates Change

Supplement No. 220 to
Tariff Gas – Pa. P.U.C. No. 9
Sixth Revised Page No. 174
Columbia Gas of Pennsylvania, Inc. **Canceling Fourth and Fifth Revised Page No. 174**

PILOT RIDER NAS - NEW AREA SERVICE (C)

APPLICABILITY

Throughout the Company's service territory for any residential applicant seeking natural gas distribution service or commercial and industrial applicants so long as the intent of the service is residential customer service.

AVAILABILITY

Available to any residential applicant or bona fide developer (as defined below) who would be required to provide a deposit under Rule No. 8 – Extensions of the Company's tariff for an extension of the Company's distribution facilities.

Pilot Rider NAS will close for new participation on November 7, 2018 unless an extension is approved by the Commission.

INFORMATION PROVIDED TO INTERESTED NAS APPLICANT

The Company will provide the following information in writing to any applicant considering the Pilot Rider NAS:

a. Up front amount due;
b. Interest rate (cost of credit);
c. Finance charge (estimated total amount of interest payments over twenty years);
d. Total payments (estimated total amount of principal and interest paid over twenty years);
e. Total number of payments;
f. Monthly payment amount;
g. Comparison of total Pilot Rider NAS payments to total cost of upfront deposit absent Pilot Rider NAS; and
h. The Pilot Rider NAS balance may be paid off at any time without penalty.

CHARACTER OF RATE

This Pilot Rider NAS has been established to provide applicants with an alternative way of paying the deposit required by Rule No. 8 - Extensions of the Company's tariff when an extension of the Company's distribution facilities is not economically feasible based on the anticipated gas requirements. Pilot Rider NAS may be used on a stand-alone basis, or in conjunction with a deposit, in order to eliminate or reduce the amount of the deposit required under Rule No. 8 - Extensions of the Company's tariff. The Pilot Rider NAS will be a flat charge per bill. The Pilot Rider NAS charge shall be calculated separately for each distribution extension project and the charge shall be based on the cost of that particular distribution extension project. The Pilot Rider NAS charge shall be calculated as described below for each customer served from that particular distribution extension project. In any year the Company will not place an amount greater than $1,000,000 into this rate rider.

RATE

This rate rider shall be calculated based on the applicant(s)'s Deposit Amount and spread over a period of 20 years.

Supplement No. 220 to
Tariff Gas – Pa. P.U.C. No. 9
Fourth Revised Page No. 175
Columbia Gas of Pennsylvania, Inc. **Canceling Second and Third Revised Page No. 175**

PILOT RIDER NAS - NEW AREA SERVICE - continued (C)

CALCULATION OF RATE

Pilot Rider NAS will use the Company's Capital Expenditure Policy to determine the economically unjustified portion of a distribution facility extension project as described in Rule No. 8 - Extensions of the Company's tariff. The Deposit Amount shall be assessed to the applicant using the following calculations:

Residential Distribution Service

When, pursuant to Rule No. 8 - Extensions of the Company's tariff, an applicant is required to provide a refundable cash deposit to the Company equal to the difference between the minimum capital investment required to serve the applicant(s)'s gas requirements and the amount of capital that the Company can justify investing in the project based on the anticipated gas requirements of the applicant(s) and potential future load, the Company shall have the option of allowing the applicant(s) to pay the Deposit Amount over a period of 20 years ("New Area Service Charge"). The 20 year period shall start with the first bill after the first meter is set. The New Area Service Charge shall appear as a monthly charge on the customer's bill and shall be equal to 1/240 of the difference between the minimum capital investment required to serve the applicant(s)'s gas requirements and the amount of capital that the Company can justify investing in the project, plus interest equal to the weighted average cost of capital as approved in the Company's most recent rate case at the time the meter is set. The minimum capital investment shall include: 1) the cost to extend the distribution service main; 2) the cost of the meter(s); 3) the cost of regulating equipment; and 4) the cost of service lines where applicable.

The New Area Service Charge shall be assessed to all customers taking residential natural gas distribution service from the distribution facility extension at any time during the 20 year period.

The maximum New Area Service Charge per month per each residential customer shall be no more than $35 per month.

In the event that multiple residential service applicants shall be served through the extension of the Company's distribution facilities, each applicant will be assessed an equal portion of the New Area Service Charge.

The customer shall retain the right to pay the remaining balance of the New Area Service Charge at any point in time during the 20 year payback period.

BONA FIDE DEVELOPER

A bona fide developer is a developer of residential dwellings, developing an area where Columbia does not currently provide service and requests to obtain gas service. The bona fide developer must enter into an agreement with Columbia that requires the developer to notify the purchaser about the Pilot Rider NAS charge before the sale of the residential property occurs.

Prior to the sale of the residential property, the bona fide developer will obtain the signature of the person purchasing the residential lot on a standardized form developed by the Company. The form will contain the:

a. Interest rate (cost of credit);
b. Finance charge (estimated total amount of interest payments over twenty years)
c. Total payments (estimated total amount of principal and interest paid over twenty years);
d. Total number of payments;
e. Monthly payment amount; and
f. Pilot Rider NAS balance may be paid off at any time without penalty.

(C) Indicates Change

PILOT RIDER NAS - NEW AREA SERVICE - continued (C)

PERIODIC ADJUSTMENTS

The Company shall retain the right to adjust customers' deposit in the event that additional meters are added to the distribution facility extension. These adjustments shall only cause decreases in the 20 year payback period.

ADDITIONAL CREDITS

The Company shall retain the right to apply credits, at its sole discretion, to the New Area Service Charge thereby reducing the total amount owed by the Customer during the 20 year period.

TERMS OF PAYMENT

If the customer fails to pay the full amount of any bill a delayed payment penalty charge of one and one-quarter percent (1 1/4%) per month will accrue on the portion of the bill that is unpaid on the due date. The delayed payment penalty charge will not count as money paid towards the Deposit Amount due for any reconciliation period.

RIDER DSIC - DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

In addition to the net charges provided for in this Tariff, a charge of 0.0% will apply consistent with the Commission Order dated March 14, 2013 at Docket No. P-2012-2338282,approving the DSIC. (D)

GENERAL DESCRIPTION

Purpose

To recover the reasonable and prudent costs incurred to repair, improve, or replace eligible property which is completed and placed in service and recorded in the individual accounts, as noted below, between base rate cases and to provide the Utility with the resources to accelerate the replacement of aging infrastructure, to comply with evolving regulatory requirements and to develop and implement solutions to regional supply problems.

The costs of extending facilities to serve new customers are not recoverable through the DSIC.

Eligible Property

The DSIC-eligible property will consist of the following:

- Piping (account 376);
- Couplings (account 376);
- Gas services lines (account 380) and insulated and non-insulated fittings (account 378);
- Valves (account 376);
- Excess flow valves (account 376);
- Risers (account 376);
- Meter bars (account 382);
- Meters (account 381);
- Unreimbursed costs related to highway relocation projects where a natural gas distribution company or city natural gas distribution operation must relocate its facilities; and
- Other related capitalized costs.

Effective Date

The DSIC will become effective for bills rendered on and after April 1, 2013.

(D) Indicates Decrease

RIDER DSIC - DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (Continued) (C)

COMPUTATION OF THE DSIC

Calculation

The initial DSIC, effective April 1, 2013, shall be calculated to recover the fixed costs of eligible plant additions that have not previously been reflected in the rates or rate base and will have been placed in service between December 1, 2012 and February 28, 2013. Thereafter, the DSIC will be updated on a quarterly basis to reflect eligible plant additions placed in service during the three-month periods ending one month prior to the effective date of each DSIC update. Thus, changes in the DSIC rate will occur as follows:

Effective Date of Change	Date to which DSIC-Eligible Plant Additions Reflected
April 1	December 1 through February 28*
July 1	March 1 through May 31
October 1	June 1 through August 31
January 1	September 1 through November 30

*or February 29 in years when there are 29 days in February.

Determination of Fixed Costs

The fixed costs of eligible distribution system improvements projects will consist of depreciation and pre-tax return, calculated as follows:

1. Depreciation: The depreciation expense shall be calculated by applying the annual accrual rates employed in the Utility's most recent base rate case for the plant accounts in which each retirement unit of DSIC-eligible property is recorded to the original cost of DSIC-eligible property.

2. Pre-tax return: The pre-tax return shall be calculated using the statutory state and federal income tax rates, the Utility's actual capital structure and actual cost rates for long-term debt and preferred stock as of the last day for the three-month period ending one month prior to the effective date of the DSIC and subsequent updates. The cost of equity will be the equity return rate approved in the last fully litigated base rate proceeding for which a final order was entered not more than two years prior to the effective date of the DSIC. If more than two years shall have elapsed between the entry of such a final order and the effective date of the DSIC, then the equity return rate used in the calculation will be the equity return rate calculated by the Commission in the most recent Quarterly Report on the Earnings of Jurisdictional Utilities released by the Commission.

(C) Indicates Change

RIDER DSIC - DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (Continued)

COMPUTATION OF THE DSIC - continued

Application of DSIC

The DSIC will be expressed as a percentage carried to two decimal places and will be applied to the total amount billed to each customer for distribution service under the otherwise applicable rates and charges, excluding amounts billed for the State Tax Adjustment Surcharge (STAS). To calculate the DSIC, one-fourth of the annual fixed costs associated with all property eligible for cost recovery under the DSIC will be divided by the projected revenue for distribution service (including all applicable clauses and riders) for the quarterly period during which the charge will be collected, exclusive of the STAS.

Formula:

The formula for calculation of the DSIC is as follows:

$$DSIC = \frac{(DSI * PTRR)+Dep}{PQR} + \frac{e}{PQR} \quad \text{(C)}$$

Where:

DSI = Original cost of eligible distribution system improvement projects net of accrued depreciation.
PTRR = Pre-tax return rate applicable to DSIC-eligible property.
Dep = Depreciation expense related to DSIC-eligible property.
e = Amount calculated (+/-) under the annual reconciliation feature or Commission audit, as described below. (C)
PQR = Projected quarterly revenues for distribution service (including all applicable clauses and riders) from existing customers plus netted revenue from any customers which will be gained or lost by the beginning of the applicable service period.

Revenues will be determined as one-fourth (1/4) of projected annual revenues.

QUARTERLY UPDATES

Supporting data for each quarterly update will be filed with the Commission and served upon the Commission's Bureau of Audits, Bureau of Investigation and Enforcement, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the update.

(C) Indicates Change

RIDER DSIC - DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (Continued)

CUSTOMER SAFEGUARDS

1. Cap: The DSIC is capped at 5.0% of the amount billed to customers for distribution service (including all applicable clauses and riders) as determined on an annualized basis.

2. Audit/Reconciliation: The DSIC is subject to audit at intervals determined by the Commission. Any cost determined by the Commission not to comply with any provision of 66 Pa C.S. §§ 1350, *et seq.*, shall be credited to customer accounts. The DSIC is subject to annual reconciliation based on a reconciliation period consisting of the twelve months ending December 31 of each year or the Company may elect to subject the DSIC to quarterly reconciliation but only upon request and approval by the Commission. The revenue received under the DSIC for the reconciliation period will be compared to the Company's eligible costs for that period. The difference between revenue and costs will be recouped or refunded, as appropriate, in accordance with Section 1307(e), over a one-year period commencing on April 1 of each year, or in the next quarter if permitted by the Commission. If DSIC revenues exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on over-collections and credits will be calculated at the residential mortgage lending specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, *et seq.*) and will be refunded in the same manner as an over-collection. The Company is not permitted to accrue interest on under collections. (C)

3. New Base Rates: The DSIC will be reset at zero upon application of new base rates to customer billings that provide for prospective recovery of the annual costs that had previously been recovered under the DSIC. Thereafter, only the fixed costs of new eligible plant additions that have not previously been reflected in the Company's rates or rate base will be reflected in the quarterly updates of the DSIC.

4. Customer Notice: Customers shall be notified of changes in the DSIC by including appropriate information on the first bill they receive following any change. An explanatory bill insert shall also be included with the first billing.

5. All customer classes: The DSIC shall be applied equally to all customer classes, except that the Company may reduce or eliminate the Rider DSIC to any customer with competitive alternatives who are paying flexed or discounted rates and customers having negotiated contracts with the Company, if it is reasonably necessary to do so.

6. Earning Reports: The DSIC will also be reset at zero if, in any quarter, data filed with the Commission in the Utility's then most recent Annual or Quarterly Earnings reports show that the Utility would earn a rate of return that would exceed the allowable rate of return used to calculate its fixed costs under the DSIC as described in the pre-tax return section. The Company shall file a tariff supplement implementing the reset to zero due to overearning on one-day's notice and such supplement shall be filed simultaneously with the filing of the most recent Annual or Quarterly Earnings reports indicating that the Company has earned a rate of return that would exceed the allowable rate of return used to calculate its fixed costs. (C)

(C) Indicates Change

RIDER DSIC – DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (Continued)

CUSTOMER SAFEGUARDS - continued

7. **Residual E-Factor Recovery Upon Reset to Zero:** The Company shall file with the Commission interim rate revisions to resolve the residual over/under collection or E-factor amount after the DSIC rate has been reset to zero. The Company can collect or credit the residual over/under collection balance when the DSIC rate is reset to zero. The Company shall refund any overcollection to customers and is entitled to recover any undercollections as set forth in Section 4.B. Once the Company determines the specific amount of the residual over or under collection amount after the DSIC rate is reset to zero, the Company shall file a tariff supplement with supporting data to address that residual amount. The tariff supplement shall be served upon the Commission's Bureau of Investigation and Enforcement, the Bureau of Audits, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the supplement. (C)

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Eighth Revised Page No. 181
Columbia Gas of Pennsylvania, Inc. **Canceling Sixth and Seventh Revised Page No. 181**

Rules Applicable to Distribution Service

1. DEFINITIONS

The following terms shall have the meanings indicated below:

1.1 "Account" shall mean all gas consumption which (1) is consumed by the same individual, governmental, or corporate entity, including subsidiaries and affiliates, and (2) occurs on property which is either contiguous or is separated by no more than the width of a public or private right of way. A single Account shall not include gas consumed by different tenants or other entities if the gas is distributed through separate Company meters, even if the charges for such distribution service are paid by a single landlord, property owner, or other entity.

1.2 "Adequacy" shall mean the delivery to an NGDC of sufficient quantities of natural gas so as to supply the requirements of retail gas customers, taking into account design peak and seasonal demands, as well as isolated market areas and system operation requirements and contingencies.

1.3 "Affiliated NGS" shall mean:

(i) An NGS engaging in marketing activities related to natural gas supply services by the marketing division or marketing operation of an NGDC.

(ii) The term does not include a utility's marketing department or division to the extent that it informs existing or prospective customers of the availability and price of the regulated sales service that utility furnishes in its role as supplier of last resort.

1.4 "Aggregation Agent" shall mean an NGS which serves as an agent for General Distribution Service Customers in Aggregation Nomination Groups or for Choice Service Customers in Choice Aggregation Nomination Groups.

1.5 "Aggregation Service Agreement" shall mean a contract between the NGS and the Company that specifies the terms and conditions for participation in Aggregation Service.

1.6 "Aggregation Nomination Group" shall mean a group of General Distribution Service Customers organized pursuant to the requirements of the General Distribution Aggregation Service paragraph of these Rules Applicable to Distribution Service.

1.7 "Aggregation" shall mean the process of combining customers for the purpose of administering, scheduling and nominating gas supplies as defined by the Limitation Where a Shipper has a Positive Bank or the Choice Aggregation Service paragraphs of these Rules Applicable to Distribution Service.

1.8 "Basic Services" shall mean services necessary for the physical delivery of natural gas to a retail customer, consisting of natural gas distribution services and Natural Gas Supply Services.

1.9 "Billing Cycle" shall mean the regularly recurring period from one meter reading or estimated meter reading, to the subsequent meter reading or estimated meter reading, upon which a customer bill for gas and distribution service, or distribution service, is rendered. A Billing Cycle need not coincide with calendar month. (C)

(C) Indicates Change

1. DEFINITIONS (Continued)

1.10 "Choice Aggregation Nomination Group" shall mean a Customer or group of Customers electing Rate RDS or SCD organized pursuant to the requirements of the Choice Aggregation Service as specified in the Rules Applicable to Distribution Service section of this tariff.

1.11 "Choice Daily Delivery Requirement" shall mean the normalized daily delivery requirement for a Choice Aggregation Nomination Group, calculated by the Company pursuant to the requirements of Paragraph 4.9.2 of these Rules Applicable to Distribution Service.

1.12 "Choice EBB" shall mean the Company's electronic bulletin board ("EBB") which is used to submit Customers in the Choice service, obtaining Choice reports etc.

1.13"Choice Primary FTS Daily Capacity Requirement" shall mean the Primary FTS capacity required to be held by an NGS for a Choice Aggregation Nomination Group in a quantity equal to the Choice Aggregation Nomination Group's estimated normalized annual usage divided by 365, converted to a Dth basis using the Company's annual average Btu content, and adjusted for Company use and Retainage.

1.14 "Choice Tariff" shall mean either Rate SCD or Rate RDS, Rider CC, these Rules Applicable to Distribution Service, as applicable for the particular Customer being served, as well as the Company's Rules and Regulations.

1.15 "City Gate" shall mean the point where interstate pipelines deliver gas into the Company's facilities.

1.16"Commission" shall mean the Pennsylvania Public Utility Commission.

1.17"Customer Proxy" generally means the entity that receives notices (e.g. OFOs, OMOs, SFOs etc), receives bills, and controls the gas bank account. Specifically, "Responsible Party" shall mean the Customer in circumstances described in paragraphs 1, 2 and 3 of the "Shipper" definition, and the Natural Gas Supplier in circumstances described by paragraph 4 of the "Shipper" definition.

1.18 "Delivery Point" shall mean the location at which the Company shall first receive the gas supply from an NGS.

1.19 "EBB" shall mean an Electronic Bulletin Board system.

1.20 "Favored Customer" shall mean any customer of an NGDC or its affiliated NGS which receives a benefit of economic value to retain that customer on the distribution system.

1.21 "FERC" shall mean the Federal Energy Regulatory Commission.

(C) Indicates Change

1. DEFINITIONS (Continued)

1.22 "Firm Service" with regard to Natural Gas Supply services shall mean the quality of Natural Gas Supply Service provided to the Customer in which gas shall be available at all times, even under adverse conditions. "Firm Service" with regard to Natural Gas Distribution Company services shall mean that the Company will distribute gas to the Customer on a firm basis during any day in which the Customer's gas is delivered by the Shipper to the Company at a Delivery Point in the same Company Local Market Area in which the Customer's facilities are located, as further defined in Paragraph 2.6 of these Rules Applicable to Distribution Service.

1.23 "FTS" shall mean firm transportation service provided by an interstate pipeline in which gas is transported on a firm basis from designated receipt points to designated delivery points.

1.24 "Gas" or "Natural Gas" or "Natural Gas Supply" or "Gas Supply" shall mean the hydrocarbon gas obtained from underground and undersea porous sedimentary rocks. In these Rules Applicable to Distribution Service these terms will refer to the commodity an NGS nominates and schedules for delivery to the Company for distribution.

1.25 "General Distribution Aggregation Service" shall mean the aggregation of General Distribution Service Customers in a group for the purpose of administering gas purchase and supply.

1.26 "General Distribution Application and Agreement" shall mean the Application completed by a Customer who desires to begin taking General Distribution Service.

1.27 "General Distribution Service" and "GDS" shall mean Distribution service provided under rate schedules DGDS, CDS, EGDS, LDS, MLDS, NCS, SGDS, or SDS.

1.28 "Historical Billing Data" shall mean the minimum of twelve (12) months of data as recorded by the Company, which contains usage data and dollar amount billed, unless 12 months of such data is not available.

1.29 "Initial NGS Application" shall mean the initial application that must be made to the Company by the NGS prior to providing either General Distribution Service or Choice Service.

1.30 "ITS" shall mean interruptible transportation service provided by an interstate pipeline, in which natural gas is transported on an interruptible basis.

1.31 "Local Market Area" shall mean a continuous, physically-interconnected system of Company-owned distribution piping through which the Company provides natural gas service to Customers in a discrete geographic area, utilizing one or more common Delivery Points from interstate pipeline supplier(s) or local gas supplier(s).

1.32 "Material Obligation" shall mean any obligation of the NGS under these Rules Applicable to Distribution Service, which if not fulfilled by the NGS, would impair the Customer's Natural Gas Supply Services or would impair the Company's ability to provide natural gas distribution services to its Customers.

(C) Indicates Change

1. DEFINITIONS (Continued)

1.33 "Maximum Daily Quantity" or "MDQ" shall mean a General Distribution Service Customer's maximum usage during a 24-hour period based on the most recent historical Customer consumption data. The Company will establish a winter MDQ for the November through March time period and a summer MDQ for the April through October time period. However, an adjustment may be made at any time upon agreement of the Customer and the Company. (C)

1.34 "month" shall mean calendar month.

1.35 "Natural Gas Distribution Company" or "NGDC" shall mean a public utility or city natural gas distribution operation that provides natural gas distribution services and which may provide natural gas supply services and other services. For purposes of this standard of conduct, the term does not include:

(i) A public utility subject to the jurisdiction of the Commission which has annual gas operating revenues of less than $6 million per year, except:

(A) When the public utility voluntarily petitions the Commission to be included within the definition of an NGDC.

(B) When the public utility seeks to provide natural gas supply services to retail gas customers outside its service territory.

(ii) A natural gas public utility subject to the jurisdiction of the Commission that is not interconnected to an interstate gas pipeline by means of a direct or indirect connection through the distribution system of another natural gas public utility or through a natural gas gathering system.

1.36 "Natural Gas Provider" or "NGP" shall mean the NGDC, NGS, marketer, aggregator and/or broker, as well as any third party acting on behalf of these entities.

(C) Indicates Change

1. DEFINITIONS (Continued)

1.37 "Natural Gas Supplier" or "NGS" shall mean an entity other than a natural gas distribution company, but including natural gas distribution company marketing affiliates without regard to structural relationship, which provides natural gas supply services to retail gas customers utilizing the jurisdictional facilities of a natural gas distribution company. The term includes:

(i) A natural gas distribution company that provides natural gas supply services outside its certificated service territories.

(ii) A municipal corporation, its affiliates or any joint venture, to the extent that it chooses to provide natural gas supply services to retail customers located outside of its corporate or municipal limits, as applicable, other than:

(a) As provided prior to July 1, 1999, the effective date of 66 Pa.C.S. Chapter 22 (relating to natural gas competition), under a certificate of public convenience if required under this title.

(b) Total natural gas supply services in de minims amounts.

(c) Natural gas supply services requested by, or provided with the consent of, the public utility in whose certificated territory the services are provided.

(d) Natural gas supply services provided to the municipal corporation itself or its tenants on land it owns or leases, or subject to an agreement of sale or pending condemnation, as of September 1, 1999, to the extent permited by applicable law independent of 66 Pa.C.S. Chapter 22.

(iii) The term excludes an entity to the extent that it provides free gas to end-users under the terms of an oil or gas lease. Notwithstanding any other provision of 66 Pa.C.S. (relating to the Public Utility Code), an NGS that is not an NGDC is not a public utility as defined in 66 Pa.C.S. §102 (relating to definitions) to the extent that the NGS is utilizing the jurisdictional distribution facilities of an NGDC or is providing other services authorized by the Commission.

1.38 "Natural Gas Supply Services" shall mean the sale or arrangement of the sale of natural gas to retail customers and services that may be unbundled by the Commission under section 2203(3) of the Act. The term does not include distribution service.

1.39 "NGS Choice Distribution Aggregation Agreement" shall mean the contract between the NGS and the Company that specifies the terms and conditions for participation in the Choice Service.

1.40 "Nomination EBB" shall mean the electronic bulletin board and nomination system, which is used for scheduling deliveries of gas on the Company's system.

1.41 "Paragraph" shall mean a numbered paragraph of these Rules Applicable to Distribution Service as well as all sub-paragraphs falling under that numbered paragraph.

(C) Indicates Change

1. DEFINITIONS (Continued)

1.42 "Primary FTS" with regard to Columbia Gas Transmission, LLC capacity, shall mean FTS which has a designated primary delivery point located in the same Pipeline Scheduling Point in which the Customer is located and has a designated primary receipt point at a location considered to be a point of generally available supply. "Primary FTS" with regard to any other transmission pipeline shall mean firm transportation service which has a designated primary delivery point located in the same Company Local Market Area in which the customer is located and has a designated primary receipt point at a location considered to be a point of generally available supply. (C)

1.43 "Reliability" comprises adequacy and security.

1.44 "Retainage" shall mean gas lost and unaccounted for in the Company's operations as more specifically defined in the Retainage paragraph of these Rules Applicable to Distribution Service.

1.45 "Rules and Regulations" shall mean the "Rules and Regulations Governing the Distribution and Sale of Gas" section of the Company's tariff.

1.46 "Security" means designing, maintaining and operating a system so that it can safely handle extreme conditions, as well as emergencies.

1.47 "Shipper" generally means the entity nominating gas service for distribution. Specifically, "Shipper" is defined as:

1.) a General Distribution Service Customer that nominates gas for Distribution; or

2.) a Natural Gas Supplier that nominates the General Distribution Service Customer's gas for distribution, but which has not been appointed in writing as the Customer's agent by the Customer; or

3.) a Natural Gas Supplier that nominates the General Distribution Service Customer's gas for distribution, which NGS is acting as the General Distribution Service Customer's duly authorized agent for the purpose of purchasing gas; or

4.) a Natural Gas Supplier that nominates the General Distribution Service Customer's gas for Distribution, which NGS is acting as the General Distribution Service Customer's duly authorized aggregation agent for the purpose of purchasing gas.

1.48 "Storage" shall mean placing natural gas into an underground facility for removal and use at a later date.

1.49 "Transmission" shall mean the moving of natural gas through the interstate pipeline system for delivery to the NGDC.

(C Indicates Change

2. RULES APPLICABLE TO ALL DISTRIBUTION SERVICE

2.1 This Paragraph applies to all distribution service on the Company's system, regardless of whether the Customer is acting as its own Shipper or whether the Customer has contracted with an NGS to provide this service.

2.2 ELECTRONIC COMMUNICATIONS.

2.2.1 All nominations must be performed through the Company's Nomination EBB.

2.3 INITIAL NGS APPLICATION

2.3.1 All NGSs must complete an Initial NGS Application in the form prescribed by the Company, and have it approved by the Company prior to being able to supply gas for either General Distribution Service or Choice Service on the Company's system. NGSs may be required by the Company to resubmit the Initial NGS Application in instances where changed circumstances cause the Initial NGS Application to no longer be applicable. Such changed circumstances include, but are not limited to circumstances such as: a change in the financial status of the NGS, a substantial change in the number of Customers being served by the NGS, or a substantial change in the amount of natural gas being provided by the NGS.

2.3.2 All NGSs must be licensed by the Commission prior to the Company's approval of the Initial NGS Application to provide Natural Gas Supply Services on the Company's system. Pursuant to Section 2208 of the Public Utility Code, 66 Pa. C.S. §2208, no entity shall engage in the business of an NGS unless it holds a license issued by the PUC. NGS license application packages can be found on the PUC web site at http://puc.paonline.com. PA. P.U.C. Docket No. M-00991248F0002.

2.3.3 Absent a Commission waiver, all parties must adhere to the applicable Chapter 56 standards when they engage in an activity covered by those standards. 52 Pa. Code Ch. 56. NGSs should also refer to the Commission's guidelines on Maintaining Customer Services at the Same Level of Quality Pursuant to 66 Pa. C.S. § 2206(a), Docket No. M-00991249F0003.

2.3.4 As part of the Initial NGS Application process, an NGS must meet the standards and fulfill the obligations of creditworthiness as required under the NGS Creditworthiness paragraph of these Rules Applicable to Distribution Service before being permitted to provide Natural Gas Supply Services on the Company's system.

(C) Indicates Change

2. RULES APPLICABLE TO ALL DISTRIBUTION SERVICE – continued

2.4 NGS CREDITWORTHINESS

2.4.1 The Company will require the NGS to provide financial information in order for the Company to establish the NGS's creditworthiness. The NGS shall provide the Company with the financial information that it provided to the Commission, as well as the NGS's most current financial information. In addition, the Company may request the NGS to furnish the following financial information:

- Credit reports,
- Bank References,
- Audited Financial Statements, Annual Report, 10K or 10Q prepared in the past 12 months,
- Confirmation that the NGS is not operating under any bankruptcy or insolvency law,
- Confirmation that no significant lawsuits or judgements are outstanding,
- Confirmation that the NGS is not aware of any adverse condition which could cause a material change in financial condition,
- A list of parent company and other affiliates,
- Names, addresses and telephone numbers of three trade references, and/or
- Additional financial related information as determined by the Company.

2.4.2 The creditworthiness evaluation will be based on standard credit factors such as previous operating history including operating history on other NGDC's when applicable, financial and credit ratings from investment rating companies, trade references, unused line of credit, financial information and number and class of customers to be served. The Company shall determine creditworthiness based on the above criteria but will not deny creditworthiness without reasonable cause.

(C) Indicates Change

2. RULES APPLICABLE TO ALL DISTRIBUTION SERVICE – continued

2.4 NGS CREDITWORTHINESS - continued

2.4.3 Amount and Form of Security (C)

The criteria for determining the amount and form of security will be based on criteria specified in Title 52 §62.111 (c) of the Pennsylvania Code.

2.4.3.1 The following legal and financial instruments and property shall be acceptable as security:

(i) Bond;

(ii) Irrevocable letter of credit;

(iii) Corporate, parental or other third-party guaranty;

(iv) Escrow account;

(v) Accounts receivable pledged or assigned to the Company by a licensee participating in the Company's purchase of receivables program that has been approved by the Commission as being consistent with Commission orders, guidelines and regulations governing the programs;

(vi) Calls on capacity, netting the Company's gas supply purchases from the NGS against NGS security requirements, or other operational offsets as may be mutually agreed upon by the Company and the NGS; and

(vii) Cash.

2.4.3.2 In addition to the requirements specified above, small suppliers with annual operating revenues of less than $1 million may utilize real or personal property as security with the following supporting documentation:

1. A verified statement from the licensee that it has clear title to the property and that the property has not been pledged as collateral, or otherwise encumbered in regard to any other legal or financial transaction; and

2. A current appraisal report of the market value of the property.

The security amount may be modified. An adjustment to the amount of security may be requested by the Company or the NGS as specified in Title 52 §62.111 (c) (6) and (7) of the Pennsylvania Code.

2. RULES APPLICABLE TO ALL DISTRIBUTION SERVICE – continued

2.4 NGS CREDITWORTHINESS – continued

2.4.4 Calculation of the Security Requirement

The following is a calculation of the Natural Gas Supplier's (NGS) Security Requirement. The NGS Financial Exposure is the sum of one month's commodity exposure, plus one month's capacity exposure. The Security Requirement ("SR") is the NGS Financial Exposure ("FE") less any Unsecured Credit Level ("UCL"), Accounts Receivable Credit ("ARC") or Current Collateral ("CC").

SR = FE – (UCL + ARC + CUC), where
FE = COE + CAE, and
COE = {(ARCC x RC x CR) + (ACCC x CC x CR), and
CAE = FT x FTR, and
ARC = {(NGSAR x ARCC x RC) + (NGSAR x ACCC x CC)}

An Accounts Receivable Credit is applied only when Columbia has been provided first secured interest. The NGS shall provide Columbia with any additional documents and take any additional steps that Columbia may request to perfect Columbia's interest.

Columbia will perform the above calculations monthly. The Security Requirement may be adjusted as circumstances warrant and in accordance with Chapter 62 – Natural Gas Supply Customer Choice, Subchapter D, Liscensing Requirements for Natural Gas Suppliers.

In computing the amount of security required of the NGS pursuant to the formula above, the following definitions shall apply:

ARC equals Accounts Receivable Credit (if applicable).

ARCC equals Average Residential Customer Consumption.

ACCC equals Average Commercial Customer Consumption.

CAE equals capacity exposure (in $).

CC equals number of Commercial Customers.

COE equals commodity exposure (in $).

CR equals the Commodity rate calculated using the Inside FERC's Gas Market Report "Columbia Gas, App" index rate for prices of spot gas purchased at the Columbia Gas Transmission pool for the first of the month plus the current Columbia Gas Transmission shrinkage and commodity charges. (C)

CUC equals Current Collateral (in $) (if applicable).

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2. RULES APPLICABLE TO ALL DISTRIBUTION SERVICE – continued

2.4 NGS CREDITWORTHINESS – continued

2.4.4 Calculation of the Security Requirement - continued (C)

FE equals Financial Exposure (in $).

FT equals the amount of firm transportation capacity assigned to the NGS. **FTR** equals the firm transportation monthly rate (in $/dth).

FTR equals the firm transportation monthly rate (in $/dth).

NGSAR equals Natural Gas Suppliers' Average Rate.

RC equals number of Residential Customers.

SR equals Security Requirement (in $).

UCL equals Unsecured Credit Level (if applicable).

2.4.5 A non-refundable fee of $100.00 will be charged for each credit evaluation to offset the cost of determining the NGS's creditworthiness or adjust the amount of security. The Company reserves the right to conduct evaluations on an as-needed basis. The Company will bill the NGS the $100.00 non-refundable fee for such evaluations but will limit the number of charges to two per year.

2.4.6 In those instances where an NGS is providing Natural Gas Supply Services pursuant to the Rules Applicable Onlly to General Distribution Service of these Rules Applicable to Distribution Service, the Customer is ultimately responsible to the Company for the payment of any invoices, fees, imbalance purchases, banking and balancing charges, OFO or OMO charges, penalties or other charges arising out of the NGS's provision of Natural Gas Supply Services to that Customer. NGSs providing Natural Gas Supply Service to Customers pursuant to the Rules Applicable Only to General Distribution Service of these Rules Applicable to Distribution Service shall not be required to provide a legal and/or financial instrument as specified in Chapter 62 §111(c)(2), or property under Chapter 62 §111(c)(3), if applicable, unless such legal and/or financial instrument as specified in Chapter 62 §111(c)(2), or property under Chapter 62 §111(c)(3), if applicable, is necessary based upon the Company's creditworthiness requirement.. (C)

(C) Indicates Change

2. RULES APPLICABLE TO ALL DISTRIBUTION SERVICE – continued

2.4 NGS CREDITWORTHINESS – continued

2.4.7 In those instances where an NGS is providing Choice Natural Gas Supply Services pursuant to the Rules Applicable Only to Choice Service rule of these Rules Applicable to Distribution Service, the NGS, rather than the Customer, is ultimately responsible to the Company for payment of all fees and charges set forth in the Rules Applicable to All Distribution Service rule and the Rules Applicable Only to Choice Service rule of these Rules Applicable to Distribution Service. The NGS shall be required to provide a legal and/or financial instrument as specified in Chapter 62 §111(c)(2), or property under Chapter 62 §111(c)(3), if applicable, in an amount that the Company will determine based upon the financial information provided and in a consistent manner pursuant to the NGS Creditworthiness paragraph. All fees and charges under the Rules Applicable Only to Choice Service of these Rules Applicable to Distribution Service may be recoverable against the legal and/or financial instrument as specified in Chapter 62 §111(c)(2), or property under Chapter 62 §111(c)(3) if applicable, required of the NGS. The legal and/or financial instrument as specified in Chapter 62 §111(c)(2), or property under Chapter 62 §111(c)(3), if applicable, shall be due and payable upon default and shall cover the NGS's obligations under the Act, including without limitation Section 2207(k) of the Act, and must also provide for payment of Company-imposed fees. Additionally, if the Commission so finds and orders, an additional legal and/or financial instrument as specified in Chapter 62 §111(c)(2), or property under Chapter 62 §111(c)(3) ,if applicable, may also provide for restitution for customers and Commission-imposed financial penalties, in an amount determined by the Commission. (C)

2.4.8 Annual Report. The Company will file an annual report with the Commission by April 30 of each year containing the information specified in Title 52 of the Pennsylvania Code, §62.111(c)(5). (C)

2.5 CHARACTER OF DISTRIBUTION SERVICE

2.5.1 Title to Gas. The Customer or its NGS warrants that it has good title to all natural gas delivered to the Company for Distribution to the Customer, and that such gas will be free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify the Company, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.

2.5.2 Planning Issues. In view of Customer obtaining its own supply of natural gas, by direct or indirect means, the Customer and Shipper understand that the Company will no longer consider Customer's gas requirements in arranging for the system gas supply the Company purchases for its Sales Service Customers.

(C) Indicates Change

2.5.3. Quality of Gas. It is the Customer Proxy's obligation to provide gas of suitable quality to the Company at the agreed upon delivery points. The quantity, pressure and time of delivery shall be agreed to by the Company and the Customer's Proxy in advance, prior to delivery of the natural gas supplies.

2.5.4 Additional Facilities. If additional facilities are required for the Company to provide the service, and such facilities are not required for the provision of Sales service, the Customer must pay, in full, for any additional facilities required to be constructed, and such payments shall not be subject to refund under any circumstances.

2.5.5 The Company is responsible for Customer service functions, including meter reading, installation, testing and maintenance, emergency response for all Customers, and complaint resolution and collections related to services provided by the Company. The Company shall be responsible for the physical connection and disconnection of distribution service, whether temporary or permanent, with or without the consent of the customer. PA. P.U.C. Docket No. M-00991249F003.

2.6 LIMITATIONS ON DISTRIBUTION SERVICE

2.6.1 Firm Service. Distribution service is a Firm Service on the Company distribution system. That is, the Company will distribute gas to the Customer on a firm basis during any day in which the Customer's gas is delivered by the Shipper to the Company at a Delivery Point in the same Company Local Market Area in which Customer's facilities are located, subject to the limitations set forth in the rate schedule(s) for Distribution service applicable to the Customer, the order of interruption priority set forth in the Priority-Based Curtailments section in Rule 2 of the Rules and Regulations of the Company's tariff and the System Integrity Measures and Procedures, and Seasonal Flow Orders sections in Paragraph 3, and Operational Flow Orders in Paragraph 4 of these Rules Applicable to Distribution Service and subject to the limitations set forth below. Contracted Standby Service quantities represent firm distribution service. (C) (C)

2.6.2 Limitation for Failure of Shipper to Provide Gas to the Company in Customer's Local Market Area.

2.6.2.1 Consistent with the authority provided under the System Integrity Measures and Procedures, Operational Flow Orders, and Operational Matching Orders sections of Paragraph 3 and the Operational Flow Order section in Paragraph 4 of the Rules Applicable to Distribution Service (RADS), if on any day, one or more Shipper(s) fails to deliver sufficient gas supplies to meet its/their Customer's(s') estimated requirements on that day to a receipt point in the Local Market Area in which the Customer's(s') facilities are located, or the total gas supplies delivered into that Local Market Area on that day are insufficient to meet the estimated total requirements of all the Company's Customers in that Local Market Area on that day, the Company may issue Operational Flow Orders (OFOs) or Operational Matching Orders (OMOs) pursuant to the Operational Flow Orders and Operational Matching Orders sections in Paragraph 3 and the Operational Flow Orders section in Paragraph 4 of these RADS, and if further limitations should become necessary, the Company shall order the curtailment of consumption pursuant to the priorities established in the Priority Based Curtailments section of the Gas Emergency Rules in Rule 2 of the Rules and Regulations Governing the Distribution and Sale of Gas.

(C) Indicates Change

2.6.2 Limitation for Failure of Shipper to Provide Gas to the Company in Customer's Local Market Area - Continued

2.6.2.2 The Company will not limit distribution service when the Shipper fails to provide gas to the Company in the Customer's local market area as specified in Paragraph 2 of the RADS to the extent that (a) the Shipper's customer(s) has (have) a daily firm contractual requirement under Rate Schedule SS or (b) the Shipper has sufficient gas supplies to meet its delivery requirement on that day, delivered that day into the same Local Market Area in which the Customer's (s') facilities are located; or (c) upon approval of the Company, the Shipper delivers its gas supplies to a receipt point which is located in a Local Market Area other than the Local Market Area in which the Customer's facilities are located (non-contiguous deliveries) and the Customer's consumption is not anticipated to cause pressure or delivery problems on the Company's facilities in the Local Market Area in which the Customer's (s') facilities are located or on the facilities of the Company's interstate pipeline suppliers. The Company has the right to restrict non-contiguous deliveries and such Distribution service may be limited whenever such non-contiguous deliveries are anticipated to cause pressure or delivery problems on the Company's facilities in the Local Market Area in which the Customer's facilities are located or on the facilities of the Company's interstate pipeline suppliers; or the Company is directed by the interstate pipeline supplier to limit its receipts of gas in order to comply with the interstate pipeline supplier's FERC approved tariff. If the Shipper does not meet the aforementioned criteria and limitation is necessary, the Customer Proxy shall be subject to the provisions of the System Integrity Measures and Procedures, Operational Flow Orders and Operational Matching Orders sections in Paragraph 3 and the Operational Flow Orders section in Paragraph 4 of these Rules Applicable to Distribution Service, and if further limitations should become necessary, the Customer shall be subject to limitation in accordance with the order of priority set forth in the Priority Based Curtailment section of the Gas Emergency Rules included in Rule 2 of the Rules and Regulations Governing the Distribution and Sale of Gas.

2.6.3 Limitation in the Event that Service to the Company's Priority One Customers is Threatened.

2.6.3.1 Distribution service may be limited or curtailed during periods when retail service to priority one Customers (as defined in the Rules and Regulations of the Company's tariff) is threatened by the Company's inability to maintain adequate delivery pressure or Shippers fail to deliver adequate gas supplies to the Delivery Points. Distribution service also may be limited or curtailed whenever, in the event of a sudden and unforeseen supply deficiency, the Company invokes an Emergency Curtailment for Tests or Repairs pursuant to the Gas Emergency Rules section in Rule 2 of the Rules and Regulations of the Company's tariff.

(C) Indicates Change

2.6.3 Limitation in the Event that Service to the Company's Priority One Customers is Threatened - Continued

2.6.3.2 In the event of limitation or curtailment of Distribution service, pursuant to this Paragraph and during such period of limitation or curtailment, the Customer Proxy must, if requested by the Company, sell to the Company all or a portion of the gas which was not delivered to the Delivery Point at the higher of: (1) the cost of gas at the Delivery Point to the Company, or (2) the Company's average weighted cost of purchased gas per thm, as determined based upon the Company's Purchase Gas Cost Rider. The cost at which the Shipper acquired the gas will be determined from the Customer's contract with the NGS. The Customer will be required to furnish a copy of the contract to the Company upon request.

2.6.4 Sale of Gas in the Event of Limitation

2.6.4.1 In the event of limitation or curtailment as a result of the Shipper failing to provide gas to the Company in the Customer's Local Market Area pursuant to the Limitation for Failure of Shipper to Provide Gas to the Company in Customer's Local Market Area section in Paragraph 2 of these Rules Applicable to Distribution Service and during such period of limitation or curtailment, the Customer Proxy may elect to sell to the Company, and the Company may agree to purchase from the Customer Proxy, all or a portion of the Shipper's gas actually produced from local Pennsylvania production sources into the Company's facilities at the lower of: 1) The Shipper's cost of gas at the Delivery Point to the Company; or 2) The Company's monthly weighted average commodity gas cost as determined based on the currently effective Purchase Gas Cost Rider rate for the month the limitation occurs.

(C) Indicates Change

2.7 DISTRIBUTION NOMINATIONS

2.7.1 For purposes of nomination and scheduling of Distribution deliveries, all Shippers must utilize the Nomination EBB. The Nomination EBB requires that the Shipper has a personal computer meeting the specifications of the Nomination EBB. All Shippers must have access to the Internet and must acquire a password and nomination identification number from the Company to access the Nomination EBB.

2.7.2 Pursuant to Section 3.5 of the Rules Applicable to Distribution Service, and in order to satisfy and/or maintain compliance with upstream pipeline orders and/or restrictions, including, but not limited to: nomination restrictions, operational orders, etc., the Company may require General Distribution Service Proxy to limit nominations to the Company at one or more PSPs. Additional volumes above the nomination limitation identified by the Company may be scheduled by General Distribution Service Proxy, at its option, to an alternate point of delivery to the Company, as identified by the Company, from the upstream pipeline issuing or notifying the Company of a restriction in delivery or nominations to one or more of the Company's PSPs. The Company shall limit such nomination restrictions to those instances when the upstream pipeline communicates that an order or restriction may be imposed or issues an order or restriction. Such restrictions shall only apply to volumes in excess of customer usage or deliveries in excess of usage as permitted under Rider EBS – Elective Balancing Services (Eleventh Revised Page No. 166). (C)

In the event of a pipeline Force Majeure or other constraint limiting the Company from serving its entire market demand behind a specific POD(s) or PSP(s), the Company will seek to notify the General Distribution Service Proxy(ies) of any alternate points of delivery to the Company, not on the upstream pipeline issuing the condition of Force Majeure, if such alternate point of delivery is available and, capable of enabling the Company to maintain service to the affected General Distribution Service customers. Such notification will be consistent with the Company's curtailment policy. (C)

This provision shall not limit the ability of the Company to issue OFOs/OMOs in accordance with this tariff. (C)

2.8 OPERATIONAL ALERTS (OAs)

2.8.1 An operational alert ("OA") may be called during periods of projected increased or decreased consumer demand for, or supply of, natural gas which may cause system stress or threaten applicable storage or other pipeline contract limitations. An OA is a request for specific action on the part of an individual Customer Proxy, or all Customer Proxies. The Customer Proxies are expected to respond to OAs within 4 hours after the Company provided notice, informing the Company of their intended action(s). Where possible, an OA may be used to avoid an OFO or OMO but shall not be required as a condition to the issuance of an OFO or OMO.

(C) Indicates Change

2.9 EMERGENCY ALERTS (EAs)

2.9.1 If an unforeseen emergency situation arises which could threaten the continuous adequate delivery of natural gas to a Customer, the Company will provide the Customer Proxy with as much notice as is reasonably possible under the emergency situation. Such notice shall be made by the medium most reasonably expected to reach the Customer Proxy in a timely manner, including but not limited to: telephonic, e-mail, facsimile, Nomination EBB, or personal contact. In such notice, the Company will advise the Customer Proxy of the unforeseen emergency situation, and the Customer Proxy is expected to comply with the Company's requests.

2.10 LATE PAYMENT CHARGE

2.10.1 The Company shall bill the Customer Proxy on a monthly basis and all bills shall be due and payable within fifteen (15) days of the date the bill is postmarked. Any bill not paid by the due date shall be increased by one and one-quarter percent (1-1/4%) of the amount not timely paid each billing cycle. (C)

2.11 CHARGES BY OTHER PIPELINES OR DISTRIBUTORS

2.11.1 If furnishing service, pursuant to the Customer's applicable Distribution rate schedule, required the Company to use a service provided other than by the Company, any cost incurred by, or billed to the Company, with regard thereto, shall be billed to the Customer Proxy.

2.11.2 The Customer Proxy shall also reimburse the Company for penalties assessed to the Company under the applicable rate schedule of a third party pipeline or Distributor as a result of daily excess consumption, daily excess tenders, excess monthly imbalances, banking imbalances or other factors set forth in such rate schedules.

2.12 RETAINAGE

2.12.1 The Company may retain a reasonable allowance of the total quantity of gas delivered into its system for the Customer's account, for gas which is lost or unaccounted for in the Company's operations.

2.12.2 The percentage retainage is as follows:

MLS Class I Customers - 0%

Customers served by excess pressure measuring stations - 1%

All other Customers - The system average lost and unaccounted for quantities, as determined annually and effective with the January cycle bills. The percentage will be calculated as the simple average of three annual retainage rates ending August 31 sixteen months prior to the effective date, including company use gas and excluding quantities and retainage for MLSS and MLDS Class I accounts and accounts served by an excess pressure measuring station. (C)

(C) Indicates Change

2.13 RETROACTIVE PERIOD ADJUSTMENTS

When the Company becomes aware of an overstatement or understatement of consumption or nominations on a customer's account for a previous period, the Company will adjust the customer's and/or the Aggregation Agent's account using the rates that were in effect for the billing cycle being adjusted. (C)

2.14 NGS DEFAULT

If the NGS breaches any Material Obligation it owes to the Company under its tariff, other than in instances of slamming, and fails to cure said breach within five business days after written notice from the Company, the Company shall have the right to prohibit the NGS from adding additional customers or to disqualify the NGS from operating on the Company's system entirely. Bankruptcy of the NGS is deemed to be an incident of default. In the event of an uncured breach, the Company may offset any and all amounts owed to it by the NGS against any and all amounts owed by the Company to the NGS, including without limitation, charges for imbalance gas sold by the Company, out of period adjustments to the NGS's account, amounts owed to the NGS for bank balances, and amounts owed to the Company for SFO, OFO, or OMO charges, etc. In the event a Choice NGS defaults and the Company is required to provide service to the NGS' customers at the rate which was contracted between the NGS and its customers (Section 2207 (K) of the Natural Gas Choice and Competition Act), the Company may also use any bank balance owed to the NGS to offset any incremental costs incurred by the Company in serving that NGS's customers. The Company reserves its rights to draw upon any bond or financial security instrument that may be required under the NGS Creditworthiness section in Paragraph 2 of the RADS and to pursue any and all damages it may incur as a result of a breach by the NGS.

2.15 NONLIABILTY OF COMPANY

The Company shall not be liable, under any circumstance or in any respect, to a Customer, to a producer of gas or to any other person or entity for damages arising either directly or indirectly from interruption, curtailment or termination of distribution service.

2.16 SPECIAL SERVICES

Any special services, facilities, instrumentalities or non-standard methodologies which may be rendered or furnished by the Company for an NGS at its request or at the direction of a governmental authority, and not provided for in the Company's Rules Applicable to Distribution Service shall be paid for by the NGS for whom such services, facilities, instrumentalities or non-standard methodologies are furnished, and such costs shall be in addition to the charges provided for in the Rules Applicable to Distribution Service or in addition to any deposit required in the Creditworthiness section of the Rules Applicable to Distribution Service of this tariff.

(C) Indicates Change

2.16 DUTIES UNDER FORCE MAJEURE CONDITIONS

Other than the Responsible Party's obligation to make payments of amounts due hereunder and the Shipper's duty to provide adequate supplies of gas, in the event that either party hereto is rendered unable, wholly or in part, by force majeure, to carry out its obligations under this Schedule, it is agreed that upon notice of such force majeure in writing or by telephone to the other party as soon as reasonably possible after the occurrence of the cause relied on, the obligation of the party giving such notice, insofar as they are affected by such force majeure, shall be suspended during the continuation of any inability so caused, but for no longer period, and such cause shall be remedied by such party with all reasonable dispatch. Telephone notices given under the provisions of this Paragraph shall be confirmed in writing as soon as reasonably possible, and all notices hereunder shall specifically state the time and date when the force majeure became effective. The obligations under this Schedule shall not be terminated by reason of any such force majeure, but shall remain in full force and effect for the entire term specified herein. The term "force majeure" as used herein shall mean any natural catastrophe, fire, explosion, accident or other casualty, change in circumstances, law or governmental regulation or order (including, without limitation, any such law, regulation or order which curtails or interrupts, directly or indirectly, Customer's right to receive the gas supplied hereunder), strike or other labor dispute and any consequences thereof and other causes beyond the reasonable control of either of the parties hereto, and shall also include any change in any order of the Commission which alters or affects the Customer's right to take or retain the gas supplied hereunder.

2.17 SOLE AND EXCLUSIVE REMEDIES

The termination rights, cancellation rights, and interest payments and other remedies outlined in the Company's tariffs for non-performance herein shall be the Company's and the Customer Proxy's respective sole and exclusive remedies for such non-performance. In no event shall either party be liable for special, incidental, exemplary, punitive, indirect or consequential damages, including, but not limited to, loss of profit or revenue, cost of capital, cost of substitute products, downtime costs, or claims for damages by third parties upon Company or the Customer Proxy. This applies whether claims are based upon contract, warranty, tort, (including negligence and strict liability), or other theories of liability.

2.18 NO WAIVER

No waiver by either party of one or more defaults by the other in the performance of any provisions of these Rules Applicable to Distribution Service shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or of a different character.

2.19 STANDARDS OF CONDUCT

2.19.1 General Requirements. NGDCs and NGSs shall comply with the following requirements:

2.19.1.1 An NGDC shall apply its tariffs in a nondiscriminatory manner to its affiliated NGS and any nonaffiliated NGS.

2.19.1.2 An NGDC may not apply a tariff provision in a manner that would give its affiliated NGS preference over other NGSs with regard to matters such as scheduling, balancing, transportation, storage, curtailment, capacity release and assignment, non-delivery, and other services provided to its affiliated NGS.

2.19.1.3 Mandatory tariff provisions may not be waived by an NGDC for an NGS absent prior approval of the Commission.

2.19.1.4 When a tariff provision is not mandatory or provides for waivers, an NGDC shall grant the waivers without preference to its affiliated NGS or non-affiliated NGS.

2.19.1.5 An NGDC shall maintain a chronological log of tariff provisions for which it has granted waivers. Entries must include the name of the party receiving the waiver, the date and time of the request, the specific tariff provision waived and the reason for the waiver. The chronological log must be open for public inspection during normal business hours. When the NGDC maintains a website, it shall post the terms set forth in this paragraph on its website for at least 3 months.

2.19.1.6 An NGDC shall process requests for distribution services promptly and in a nondiscriminatory fashion with respect to other requests received in the same or a similar period. An NGDC shall maintain a chronological log showing the processing of requests for transportation services. The chronological log must be open for public inspection during normal business hours.

2.19.1.7 If an NGDC provides a distribution service discount, fee waiver or rebate to its favored customers, or to the favored customers of its affiliated NGS, the NGDC shall offer the same distribution service discount, fee waiver or rebate to other similarly situated customers. Offers may not be tied to an unrelated service, incentive or offer on behalf of either the NGDC or its affiliated NGS. A chronological log shall be maintained showing the date, party, time and rationale for the action. The chronological log must be open for public inspection during normal business hours.

2.19.1.8 Subject to customer privacy or confidentiality constraints, an NGDC may not disclose, directly or indirectly, any customer proprietary information to its affiliated NGS unless authorized by the customer. To the extent that an NGDC does disclose customer information without customer authorization, it shall first seek the permission of the customer consistent with its tariffs, any contractual obligations it may have to the customer or § 62.78 (relating to privacy of customer information) and, if that customer grants permission, contemporaneously provide this same information to other similarly situated NGSs in a similar fashion so as not to selectively disclose, delay disclosure or give itself or its affiliated NGS an advantage related to the disclosure. A chronological log shall be maintained showing the date, party, time and rationale for the disclosure. The chronological log must be open for public inspection during normal business hours. This paragraph does not apply to the disclosure of customer information made under a customer assistance program mandated by State law or regulation.

2.19.1.9 An NGDC shall reasonably allocate to its affiliated NGS the costs or expenses for general administration or support services provided to its affiliated NGS.

2.19.1.10 NGDCs may not condition or tie the provision of a product, service or price agreement by the NGDC, including release of interstate pipeline capacity to the provision of a product or service by its affiliated NGS.

2.19.1.11 An NGDC may not give its affiliated NGS preference over a non-affiliated NGS in the provision of goods and services including processing requests for information, complaints and responses to service interruptions. An NGDC shall provide comparable treatment in its provision of goods and services without regard to a customer's chosen NGS.

2.19.1.12 An NGDC and its affiliated NGS shall maintain separate books and records. Transactions between the NGDC and its affiliated NGS may not involve cross-subsidies. Shared facilities must be fully and transparently allocated between the NGDC function and the affiliated NGS function. The NGDC accounts and records must be maintained so that the costs incurred on behalf of an affiliated NGS are clearly identified.

2.19.1.13 NGDC employees who have responsibility for operating the distribution system, including natural gas delivery or billing and metering, as well as those responsible for marketing and customer service, may not be shared with an affiliated NGS, and their offices shall be physically separated from the office(s) used by those working for the affiliated NGS. NGDC employees may transfer to an affiliated NGS provided the transfer is not used as a means to circumvent these standards of conduct.

2.19.1.14 Neither the NGDC nor its affiliated NGS may directly, or by implication, falsely and unfairly represent to a customer, NGS or third party that an advantage may accrue to a party through use of the NGDC's affiliates or subsidiary, such as:

(i) The Commission-regulated services provided by the NGDC are of a superior quality when services are purchased from its affiliated NGS.

(ii) The merchant services for natural gas are being provided by the NGDC when they are in fact being provided by an affiliated NGS.

(iii) The natural gas purchased from a nonaffiliated NGS may not be reliably delivered.

(iv) Natural gas shall be purchased from an affiliated NGS to receive Commission-regulated services.

2.19.1.15 When an affiliated NGS markets or communicates to the public using the NGDC name or logo, it shall include a legible disclaimer that states that:

(i) The affiliated NGS is not the same company as the NGDC.

(ii) The prices of the affiliated NGS are not regulated by the Commission.

(iii) A customer does not have to buy natural gas or other products from the affiliated NGS to receive the same quality of service from the NGDC.

2.19.1.16 When an affiliated NGS advertises or communicates verbally through radio or television to the public using the NGDC name or logo, the affiliated NGS shall include at the conclusion of the communication a legible disclaimer that includes all of the disclaimers in paragraph 2.18.15 (i) – (iii).

2.19.1.17 An NGDC may not:

(i) Jointly market or jointly package its Commission-regulated services with the services of an affiliated NGS.

(ii) Offer or provide to its affiliated NGS products or services, including bill inserts in its NGDC bills promoting an affiliated NGS's services or a link from the NGDC's web-site, unless the NGDC offers or provides these products or services to nonaffiliated NGSs on the same terms and conditions.

(iii) The restrictions in subparagraphs (i) and (ii) do not apply to competitive bid situations.

2.19.1.18 An NGDC may not offer or sell natural gas commodity or capacity to its affiliated NGS without simultaneously posting the offering electronically on a source generally available to the market or by otherwise making a sufficient offer to the market. The NGDC shall maintain a chronological log of these public disseminations. The chronological log must be open for public inspection during normal business hours.

2.19.1.19 An NGDC shall establish and file with the Commission complaint procedures for dealing with alleged violations of the standards of conduct, with the exception of paragraph 2.18.1.9, which is exclusively under the purview of the Commission. These procedures shall be developed in consultation with interested parties during consideration of tariffs guided by this section and § 69.191 (relating to general). The Commission may grant an exception to these requirements if warranted by the facts or circumstances.

2.19.1.20 An NGDC shall keep a chronological log of any complaints filed, excepting those filed to paragraph 2.18.1.9, regarding discriminatory treatment of NGSs. This chronological log must include the date and nature of the complaint and the resolution of the complaint. The chronological log must be open for inspection during normal business hours.

2.19.2 Dispute Resolution Procedures. In addition to the procedures in paragraph 2.18.1.19:

2.19.2.1 When a dispute between an NGDC, an affiliated NGS, or a nonaffiliated NGS, alleging a violation of the standards of conduct provisions occurs, the NGS shall provide the NGDC or affiliated NGS, as applicable, a written notice of dispute that includes the names of the parties and customers, if any, involved and a brief description of the matters in dispute.

2.19.2.2 Within five (5) days of an NGDC's or affiliated NGS's receipt of a notice of dispute, a designated senior representative of each party shall attempt to resolve the dispute on an informal basis.

2.19.2.3 If the representatives are unable to resolve the dispute by mutual agreement within thirty (30) days of receipt, they shall refer the complaint to the Commission's Office of Administrative Law Judge for mediation § 69.392 (relating to availability of mediation process). A party may request mediation prior to that time if informal resolution is not productive.

2.19.2.4 A party may file a complaint concerning the dispute with the Commission under relevant provisions of 66 Pa. C.S. § § 701-703 (relating to procedure on complaints) and § § 5.21-5.31 (relating to formal complaints).

2.19.2.5 A complainant bears the burden of proof consistent with 66 Pa.C.S. § 332 (relating to procedures in general) in regard to the allegations and may request penalties for violations under to 66 Pa. C.S.§ 3301 (relating to civil penalties for violations).

2.19.3 Adoption as Company Policy. An NGDC and its affiliated NGS shall formally adopt and implement these provisions as company policy and take appropriate steps to train and instruct its employees in their content and application.

2.20 COMPLAINT PROCEDURE

If the Customer Proxy believes that the Company acted inconsistently with the terms of these Rules Applicable to Distribution Service, it may file a complaint with the Commission.

2.21 COMPLAINT PROCEDURE – VIOLATIONS OF STANDARDS OF CONDUCT

Alleged violations of the Standards of Conduct shall be communicated by the NGS to the Company by written Notice of Dispute that includes the names of the Parties and Customer(s), if any, involved and a brief description of the matters in dispute. Within five (5) days of receipt of a Notice of Dispute, the Company's General Counsel shall attempt to resolve the dispute on an informal basis. If the dispute is not resolved within thirty (30) days of the date of receipt of the Notice of Dispute, the dispute shall be referred for mediation through the Commission's Office of Administrative Law Judge. If mediation is not successful, the matter will be converted to a formal proceeding before a Commission Administrative Law Judge. Parties alleging violations of the Standards of Conduct may pursue their allegations through the Commission's established complaint procedures. A complainant bears the burden of proof consistent with 66 Pa. C.S. §322 in regard to the allegations and the Commission may impose penalties for such violations pursuant to 66 Pa. C.S. §3301. PA P.U.C. Docket No. M-00991249F004.

2. RULES APPLICABLE TO ALL DISTRIBUTION SERVICE - continued

2.22 Platts "Gas Daily", Daily Price Survey - Designation by Pipeline Scheduling Point (C)

The table below will be used to identify the specific price indices for each pipeline scheduling point, the higher of which will be used as the starting point for calculating charges for non-compliance with Operational Flow Orders, Operational Matching Orders and/or failure to deliver the Choice Daily Delivery Requirement. The physical location of the customer's service address will determine the pipeline scheduling point used in calculating the non-compliance charge(s).

Platts "Gas Daily", Daily Price Survey				
Pipeline Scheduling Point	Columbia Gas, App.	Dominion North Point	Tennessee Zone 4 – 200 Leg	Texas Eastern M-3
25 - Lancaster	X			X
26 - Bedford	X		X	
29 - Downington	X			X
35 - Pittsburgh	X		X	
36 - Olean	X			X
38 - Rimersburg	X		X	
39 - New Castle	X		X	
40 - PA/WV Misc	X		X	

(C) Indicates Change

3. RULES APPLICABLE ONLY TO GENERAL DISTRIBUTION SERVICE

3.1 This Paragraph applies to all General Distribution Service on the Company's system, regardless of whether the Customer is acting as its own Shipper or whether the Customer has contracted with an NGS to provide this service.

3.2 APPLICATION PROCESS

3.2.1 All Customers must complete an application in the form prescribed by the Company prior to taking service under these Rules Applicable to Distribution Service ("General Distribution Application and Agreement"). The General Distribution Application and Agreement shall set forth: (1) the point(s) of receipt at which the gas will be delivered to the Company; (2) the point(s) to which the Company will distribute the gas to the Customer's facilities; and (3) the Customer's currently effective Maximum Daily Quantity and annual quantity. The General Distribution Application and Agreement shall also include: the name, address and telephone number to which all notices are to be delivered, an e-mail address, banking and balancing information if applicable, alternate fuel information, the service and levels of said services to be rendered. (C)

The currently effective Maximum Daily Quantity and annual quantity are subject to adjustment by the Company no more than one time each year, to reflect the Customer's currently effective Maximum Daily Quantity and annual quantities experienced in the most recent November to October period, except an adjustment may be made at any time upon agreement of the Customer and the Company.

3.2.2 In the General Distribution Application and Agreement, the Customer has the option of appointing an NGS to act on its behalf, for the purpose of establishing and administering the Customer's General Distribution Service. This appointment shall authorize the NGS to administer the Customer's purchase of natural gas supplies, including (by way of illustration and not limitation) the following: obtain the Customer's historic and current usage data from the Company; place a Customer in an Aggregation Nomination Group; receive notices on behalf of the Customer; nominate gas on behalf of the Customers; and obtain from the Company any and all pertinent information pertaining to prior or current month gas deliveries to the Customer, including disbursed quantities, tariff quantities, banked quantities and bank tolerances. The Customer has the right to change his appointment of an NGS to act on his behalf by submitting a new General Distribution Application and Agreement containing the new appointment.

3.2.3 The benefits and obligations of service under these Rules Applicable to Distribution Service shall begin when the Company first receives gas on the Customer's behalf.

3.2.4 Within sixty (60) days of receipt of all necessary information requested by the Company to evaluate a Customer's application, the Company will respond to the General Distribution Application and Agreement and agree either to supply service or deny service. If the Company refuses to provide service under the requested rate schedule, the Company shall provide detailed support for its decision. (C)

(C) Indicates Change

3.2.5 The NGS is not required to complete an application to provide General Distribution Service; provided that the Customer's NGS submitted an Initial NGS Application which was approved by the Company.

3.3 CHARACTER OF SERVICE TO BE RENDERED

3.3.1 The Company shall receive the quantities of gas supplied by the Shipper and shall redeliver said gas to Customer's facilities. For Customers who purchase 100% Standby Service, the Company will provide Firm Service up to the Customer's currently effective Maximum Daily Quantity. For Priority One Customers, the Company will provide Firm Service. (C)

3.3.2 Special Conditions for Customers with less than 100% Standby Service:

3.3.2.1 Customers may request to take General Distribution Service with less than 100% Standby Service provided that the Customer agrees to the following conditions:

3.3.2.1.1 Interruption of gas distribution may occur if the Shipper fails to deliver sufficient quantities of gas to the Company, including sufficient quantities to cover peak day usage, whether or not such failure is due to the fault of Shipper. Interruptions or limitations may be necessary during peak day conditions even if all of the Customer's gas has been delivered to the Company.

3.3.2.1.2 An interruption of gas deliveries may require or result in (1) the temporary closing of the Customer's facilities, (2) lost production, sales, or business, and (3) damage to Customer's physical facilities. The Customer assumes the risk of any such losses or damage. A failure of the Customer to interrupt after notification to the Customer Proxy by the Company may also subject the Customer Proxy to liability for fines or penalties incurred by the Company as a result of such failure.

(C) Indicates Change

3.3.2.1.3 The Company has the right of access to the Customer's premises in order to read the meter(s), and, to the extent permitted by the Company's approved tariffs, the Company may require the installation of daily metering equipment and may require Customer to pay the associated costs, including: (1) the cost of the equipment, (2) the cost of installation, and (3) the cost of a telephone line to the meter or other technology used to obtain a meter reading using a radio frequency. In certain instances, a dedicated telephone line may be required. The meter and any associated telemetering equipment shall remain the property of the Company. (C)

3.3.2.1.4 In the General Distribution Application and Agreement, the Customer shall provide the Company with the names of two persons, along with their 24/7 contact numbers and e-mail addresses (if available), who are to be contacted in the event that interruption of gas service is required under this Paragraph.

3.3.3 A General Distribution Service account may be returned to the applicable Sales Service rate if for a period of at least five (5) consecutive days in one billing cycle the Company:

(1) has not received gas supply for the account;

(2) the account's bank balance is insufficient to cover the consumption or the customer did not have access to its bank balance due to the issuance of an OFO and/or OMO; and

(3) the customer consumed gas on one or more days during such five (5) day period.

For a non-daily read account, the account may be returned to the applicable Sales Service rate at the end of a billing cycle if the above three conditions are met unless the customer furnishes proof that they did not consume gas on one or more days during such five (5) day period.

3.4 ORDER OF GAS THROUGH THE METER.

3.4.1 Gas through the Customer's meter during each billing cycle shall be considered to have come from the following sources, in order of priority:

1. Gas supplies which have reached the facilities of the Company on behalf of a Customer, including Customer-owned supplies.
2. The cumulative balance, if any, of excess deliveries in prior months.
3. Firm sales, if any, contracted by the Customer from the Company.
4. Imbalance gas provided by the Company as defined in Paragraph 3.11.1 of these Rules Applicable to Distribution Service.

(C) Indicates Change

3.5 SYSTEM INTEGRITY MEASURES AND PROCEDURES

3.5.1 Operational Alert (OA). An operational alert ("OA") may be called during periods of projected increased or decreased consumer demand for, or supply of, natural gas which may cause system stress or threaten applicable storage or other pipeline contract limitations. An OA is a request for specific action on the part of an individual Customer Proxy, or all Customer Proxies. The Customer Proxies are expected to respond to OAs within 4 hours after the Company provided notice, informing the Company of their intended action(s). Where possible, an OA may be used to avoid an OFO or OMO but shall not be required as a condition to the issuance of an OFO or OMO.

3.5.2 Emergency Alerts (EAs). If an unforeseen emergency situation arises which could threaten the continuous adequate delivery of natural gas to a Customer, the Company will provide the Customer Proxy with as much notice as is reasonably possible under the emergency situation. Such notice shall be made by the medium most reasonably expected to reach the Customer Proxy in a timely manner, including but not limited to: telephonic, e-mail, facsimile, Nomination EBB, or personal contact. In such notice, the Company will advise the Customer Proxy of the unforeseen emergency situation, and the Customer Proxy is expected to comply with the Company's requests.

3.5.3 Seasonal Flow Orders (SFOs). As detailed below in the Seasonal Flow Order section of this Paragraph, the Company shall have the authority to issue SFOs whenever the Company believes that the seasonal supplies of Sales Service or Choice customers may be jeopardized. The Company may issue an SFO to Customer Proxies in instances including but not limited to the following: in order to prevent an excess of gas supply on the Company's system, to respond to an operational issue, or to direct Customer Proxies to direct their Shippers to adjust gas quantities being delivered to the Company to match GDS customers' estimated requirements to prevent shortages of seasonal supplies on the Company's system.

3.5.4 Operational Flow Orders (OFOs) and Operational Matching Orders (OMOs). The Company has the authority to issue OFOs and OMOs whenever the Company believes that the daily safe and/or reliable operation of its distribution system may be jeopardized including, without limitation, the need to protect the daily supply of Sales and Choice customers. The Company will endeavor to take all actions reasonably practicable to avoid issuing an OFO or OMO. In determining whether to issue an OFO or OMO the Company shall not be required to consider the availability of assets paid for by PGC and/or Choice Customers, or to acquire additional capacity or gas supply to serve GDS Customers (with the exception of quantities elected under Rate SS, and existing capacity for Rider EBS-Option 1). If the Company has the necessary information and conditions do not require a system-wide OFO or OMO, the Company may issue an OFO or OMO to an individual Customer Proxy or Customer Proxies, but this action shall not be a precondition for the Company to issue an OFO or OMO applicable to all GDS Customers or Customer Proxies. Where operationally feasible, the Company will endeavor to issue OFOs/OMOs by Pipeline Scheduling Point. (C)

3.5.5 Eligible Customer Proxies may meet the requirements of SFOs, OFOs and OMOs by subscribing to the Company's Flow Order Management Service as described in Paragraph 3 of these RADS.

(C) Indicates Change

3.6 SEASONAL FLOW ORDERS (SFOs)

3.6.1 An SFO is a demand for specific actions on the part of Shippers that are serving GDS customers.

3.6.2 An SFO will be issued, to the extent possible, with a minimum of two business days notice to the affected parties.

3.6.3 The Company will have the authority to direct Customer Proxies to direct their Shippers to adjust daily scheduled quantities to a specified level (the SFO Level). The SFO Level may be necessary to restrict under-deliveries or over-deliveries as the Company deems appropriate.

3.6.3.1 For Customers without daily measuring devices, and for Customers that have elected to be governed as an OFO customer pursuant to the provisions of the Operational Matching Orders section of this Paragraph, the SFO Level will be determined by the Company based upon the Company's projection of usage by GDS customers during the period. Issuance of an SFO shall not prohibit issuance of an OFO/OMO if conditions warrant. To meet the daily SFO level, the Shipper may use gas quantities which are: 1) scheduled and delivered on that day to the Company in the same Pipeline Scheduling Point in which the Shipper's customer(s')'s facilities are located; 2) contracted for under Rate SS – Standby Service; 3) available on that day pursuant to the Rider EBS-Option 1; or 4) additional quantities that may be made available by the Company at its sole discretion including quantities delivered to a Local Market Area other than the Local Market Area where the Customer is located in accordance with Paragraph 2 of the RADS .

3.6.3.2 For Customers with daily measuring devices, the Company shall have the authority to direct Customer Proxies to direct their Shippers to adjust Customer's daily consumption quantities or daily scheduled deliveries in order that daily scheduled deliveries (the SFO Level) match Customer's consumption. In order to determine the SFO Level the Company will include quantities: 1) scheduled and delivered on that day to the Company in the same Pipeline Scheduling Point in which the Shipper's customer(s')'s facilities are located; 2) contracted for under Rate SS – Standby Service; 3) available on that day pursuant to the Rider EBS-Option 1; or 4) additional quantities that may be made available to the Shipper by the Company at its sole discretion including quantities delivered to a Local Market Area other than the Local Market Area where the Customer is located in accordance with Paragraph 2 of the RADS.

3.6.4 At the end of the normal billing cycle, the Company shall calculate the deliveries that the Shipper was required to deliver each day during the SFO as provided in the Seasonal Flow Order section in Paragraph 2 of the RADS. When a difference between the daily SFO Level and actual daily quantities available to meet the SFO Level exists, the following charges will be assessed on the difference: (C)

(1) If a Shipper under-delivers during an SFO that restricts under-deliveries, the charge for under-deliveries shall be calculated using the gas supply index identified in the Consumption in Excess of Deliveries section in Paragraph 3 of the RADS. The "Adjustment to Index Price" shall be the adjustment shown in the following table:

(C) Indicates Change

Ratio of Under-Deliveries to Consumption	Adjustment to Index Price
0% - 10.00%	120%
10.01% and over	130%

(2) If a Shipper over-delivers during an SFO that restricts over-deliveries, the charge for over-deliveries shall be calculated using the gas supply index identified in the Deliveries in Excess of Consumption section in this Paragraph 3 of the RADS; The "Adjustment to Index Price" shall be the adjustment shown in the following table:

Ratio of Over-Deliveries to Consumption	Adjustment to Index Price
0% - 10.00%	80%
10.01% and over	70%

(3) The Customer Proxy shall also be required to pay all other charges incurred by the Company on the dates of the SFO that result from the Shipper's failure to comply with the SFO, including a proportionate share of any pipeline penalties that are incurred by the Company.

3.7 OPERATIONAL FLOW ORDERS (OFOs)

3.7.1 An OFO is a demand for specific actions on the part of Shippers that are serving Customers without daily measuring devices. All Customers without daily measuring devices are subject to the Company's issuance of OFOs.

3.7.2 An OFO will be issued, to the extent possible, with a minimum of eight (8) hours notice to the affected parties. Notice shall be made by the medium most reasonably expected to reach the Customer Proxy with as much notice as reasonably expected to reach the Customer Proxy in a timely manner, including but not limited to: e-mail, facsimile, or Nomination EBB. The notice will include the circumstance that warrants the issuance of the OFO or OMO, and it will explain why the actions are necessary. The notice will be provided via e-mail to the Pennsylvania P.U.C.

3.7.3 The Company will have the authority to direct Customer Proxies to direct their Shippers to adjust daily quantities to a specified level (the Daily OFO Level). Generally, during peak design day conditions, the Daily OFO Level will be equal to the currently effective Maximum Daily Quantity. (C)
Should expected conditions be different than peak design day conditions, the Daily OFO Level may be greater or less than the currently effective Maximum Daily Quantity specified in the (C)
Customer's General Distribution Application and Agreement. In order to determine compliance with the OFO the Shipper may use gas quantities which are: 1) scheduled and delivered on that day to the Company in the same Pipeline Scheduling Point in which the Shipper's customer(s')'s facilities are located; 2) contracted for under Rate SS – Standby Service if the order is pertaining to an under-delivery situation; 3) available pursuant to the Rider EBS-Option 1; or 4) additional (C)
quantities that may be made available to the Shipper by the Company at its sole discretion including quantities delivered in accordance with the Limitation for Failure of Shipper to Provide Gas to the Company in Customer's Local Market Area section in Paragraph 2 of the RADS.

(C) Indicates Change

3.7 OPERATIONAL FLOW ORDERS (OFOs) - continued

3.7.4 When a difference between the Daily OFO Level and actual daily OFO compliance quantities delivered to the Company exists, the following charges will be assessed to the Customer Proxy:

(1) A rate equal to three times the highest of the midpoint prices reflected in Platts Gas Daily for the day of the OFO non-compliance and based on pipeline scheduling point applicable indices as specified in the Platts "Gas Daily", Daily Price Survey – Designation by Pipeline Scheduling Point paragraph of Rule 2. Rules Applicable to All Distribution Service in the Rules Applicable to Distribution Service of this tariff. (C)

The charge will be multiplied by the therm difference, except however, the charge will not be assessed if the difference results from the Shipper delivering more than the Daily OFO Level during an OFO that restricts under-deliveries, or from the Shipper delivering less than the Daily OFO Level during an OFO that restricts over-deliveries; and, (C)

(2) The payment of all other charges incurred by the Company on the date of the OFO that results from the Shipper's failure to comply with the OFO, including a proportionate share of any pipeline penalties that are incurred by the Company.

(3) In the event midpoint prices referenced in subparagraph (1) above, are not published in Platts Gas Daily for the day of the OFO non-compliance, the highest price paid by the Company on that day shall be used as the index price. (C)

(4) The Company shall update the applicable indices on 60 days' notice to Customer Proxies in the event of a change in applicable indices. Applicable indices are subject to change based upon changes in market circumstances. (C)

3.8 OPERATIONAL MATCHING ORDERS (OMOs)

3.8.1 An OMO is a demand for specific actions on the part of Shippers that are serving Customers with daily measuring devices. All Customers with daily measuring devices, except as specified in the Operational Matching Order section in Paragraph 3 of the RADs, are subject to the Company's issuance of OMOs.

3.8.2 Customers that presently have daily measurement through a charted meter, but not an electronic meter, shall have the option of choosing to be governed by Operational Flow Orders as specified in this Paragraph 3 of the RADS. Customers will be able to exercise this option no more than one time each calendar year by notifying the Company in writing prior to November 1st of each year. Once an election is made, the customer's option will remain in effect until changed.

3.8.3 An OMO will be issued, to the extent possible, with a minimum of eight (8) hours notice to the affected parties. Notice shall be made by the medium most reasonably expected to reach the Customer Proxy with as much notice as reasonably expected to reach the Customer Proxy in a timely manner, including but not limited to: e-mail, facsimile, or Nomination EBB. The notice will include the circumstance that warrant the issuance of the OMO and explain why the actions required are necessary. The notice will be provided via e-mail to the PA PUC.

3.8 OPERATIONAL MATCHING ORDERS (OMOs) - continued

3.8.4 The Company shall have the authority to direct Customer Proxies to adjust Customer's daily consumption or daily scheduled deliveries (Daily OMO Level) in order that daily scheduled deliveries match Customer's consumption. In order to comply with the OMO, the Shipper may use gas quantities which are: 1) scheduled and delivered on that day to the Company in the same Pipeline Scheduling Point in which the Shipper's customer(s')'s facilities are located; 2) contracted for under Rate SS – Standby Service if the order is pertaining to an under delivery situation; 3) available pursuant to the Rider EBS-Option 1; or 4) additional quantities that may be made available to the Shipper by the Company at its sole discretion including quantities delivered in accordance with the Limitation for Failure of Shipper to Provide Gas to the Company in Customer's Local Market Area section in Paragraph 2 of the RADS. (C)

(C) Indicates Change

3.8.5 When a difference exists between the Daily OMO Level and actual daily OMO compliance quantities delivered, charges will be assessed for non-compliance. (C)

3.8.5.1 The non-compliance charges will be assessed as follows: (C)

3.8.5.1.1 When a customer meter uses Company-installed communication equipment for daily measurement: (C)

(a) For days when daily usage is available on the Company's internet web site, the rate will be equal to three (3) times the highest of the midpoint prices reflected in Platts Gas Daily for the day of the OMO non-compliance and based on pipeline scheduling point applicable indices as specified in the Platts "Gas Daily", Daily Price Survey – Designation by Pipeline Scheduling Point paragraph of Rule 2. Rules Applicable to All Distribution Service in the Rules Applicable to Distribution Service of this tariff.

(b) For days when daily usage is not available on the Company's internet web site, and that daily usage is not available by the end of the OMO period, the rate will be equal to one and one-half (1½) times the highest of the midpoint prices reflected in Platts Gas Daily for the day of the OMO non-compliance and based on pipeline scheduling point applicable indices as specified in the Platts "Gas Daily", Daily Price Survey – Designation by Pipeline Scheduling Point paragraph of Rule 2. Rules Applicable to All Distribution Service in the Rules Applicable to Distribution Service of this tariff.

3.8.5.1.2 When a customer meter uses customer-owned telephonic communication equipment for daily measurement the rate will be equal to three (3) times the highest of the midpoint prices reflected in Platts Gas Daily for the day of the OMO non-compliance and based on pipeline scheduling point applicable indices as specified in the Platts "Gas Daily", Daily Price Survey – Designation by Pipeline Scheduling Point paragraph of Rule 2. Rules Applicable to All Distribution Service in the Rules Applicable to Distribution Service of this tariff. (C)

3.8.5.2 The charge will be multiplied on the therm difference, except however, the charge will not be assessed if the difference results from the Shipper delivering more than the Daily OMO Level during an OMO that restricts under-deliveries, or from the Shipper delivering less than the Daily OMO Level during an OMO that restricts over-deliveries; and

3.8.5.3 Payment of all other charges incurred by the Company on the date of the OMO that result from the Shipper's failure to comply with the OMO, including a proportionate share of any pipeline penalties that are incurred by the Company.

3.8.5.4 In the event midpoint prices referenced in subparagraph (1) above, are not published in Platt Gas Daily for the day of the OMO non-compliance, the highest price paid by the Company on that day shall be used as the index price.

3.8.5.5 The Company shall update the applicable indices on 60 days' notice to Customer Proxies in the event of a change in applicable indices. Applicable indices are subject to change based upon changes in market circumstances.

(C) Indicates Change

3.9 LIMITATIONS ON NOMINATIONS

3.9.1 A Shipper shall not submit a daily gas supply nomination in excess of one hundred percent (100%) of the Customer's currently effective Maximum Daily Quantity except with the Company's prior permission. The Company may reject a nomination to the extent it exceeds one hundred percent (100%) of a Customer's currently effective Maximum Daily Quantity and confirm it at a level equal to the limit if the Shipper did not receive the Company's prior permission.

3.10 LIMITATIONS UPON EXCESS DELIVERIES

3.10.1 The Company reserves the right to limit its receipt of deliveries which are in excess of a Customer's consumption of gas for redelivery to a Customer on any given day ("Excess Deliveries") when such Excess Deliveries may cause the Company to incur penalties for exceeding its allowed daily or total Storage injection capacity of its supplying pipeline or other costs incurred to avoid or mitigate pipeline penalties. The level of the limitation shall be specified electronically by the Company to the Customer Proxy. The Company shall bill a proportionate share of the penalties and other costs that were incurred to avoid or mitigate pipeline penalties to all Customer Proxies whose Shipper fails to comply with the Company's limitation under this Paragraph.

3.11 CONSUMPTION IN EXCESS OF DELIVERIES (UNDER-DELIVERIES)

3.11.1 If, in any billing cycle, the Customer's consumption, plus retainage on the distribution system is greater than the sum of: (a) the quantity of gas delivered to the Company's City Gate by the Shipper for the Customer's account during the billing cycle; plus (b) if the Customer Proxy subscribes to EBS-Option 1, access to banked gas quantities as permitted under EBS-Option 1; plus (c) bank transfers performed for that cycle, then such use shall be considered imbalance gas sold by the Company to the Customer Proxy.

3.11.2 For Customer Proxies electing Rider EBS-Option 1 or Rider EBS-Option 2, the price for such imbalance gas shall be sold by the Company at the higher of:

i. a price equal to 120% of the average of the Daily Index prices for each day of the applicable month as reported in the Platts Gas Daily publication, in the Daily price survey section under the heading "Appalachia" for "Columbia Gas, App." Midpoint, plus the 100% load factor TCO FTS costs (including demand, commodity and retainage); or

ii. the highest commodity cost of purchases by the Company during the calendar month, including the delivered cost of purchases at the city gate, if any, excluding any purchases under fixed price commodity contracts for which the price was determined more than thirty days before the beginning of the calendar month.

In addition, applicable taxes and Company transportation shall apply. Furthermore, if, in any month, Company incurs other charges, including gas costs, penalty charges or cash-outs caused by excess monthly under deliveries, the customer or NGS shall be charged its pro rata share of such charges.

During an SFO, the foregoing calculation shall be replaced by the table in the Seasonal Flow Order section in Paragraph 3 of the RADS.

3.11.3 The Customer Proxy also shall be subject to any applicable penalty under the Operational Flow Order or Operational Matching Order sections of Paragraph 3 of these RADS in the event that such purchases occur during the existence of an OFO or OMO condition.

3.11.4 The Customer Proxy has no right to make purchases pursuant to this provision, and all such sales are considered interruptible sales except to the extent that the Customer has contracted for Standby Service.

3.11.5 The purchase of imbalance gas pursuant to this Paragraph shall not relieve the Customer Proxy of any applicable penalty resulting from the use of those quantities.

(C) Indicates Change

3.12 DELIVERIES IN EXCESS OF CONSUMPTION (OVER-DELIVERIES) (C)

3.12.1 If, in any billing cycle, the Customer's consumption, plus retainage on the distribution system is less than the sum of: (a) the quantity of gas delivered to the Company's City Gate by the Shipper for the Customer's account during the billing cycle, minus (b) if the Customer Proxy subscribes to Rider EBS-Option 1, increases in the Customer Proxy's positive bank as permitted under EBS-Option 1, plus (c) bank transfers performed for the billing cycle, then such deliveries shall be considered imbalance gas purchased by the Company from the Customer Proxy.

3.12.2 For Customer Proxies electing Rider EBS-Option 1 or Rider EBS-Option 2, the price of such imbalance gas shall be purchased by the Company at the lower of: (C)

i. a price equal to 80% of the average of the Daily Index prices for each day of the applicable month as reported in the Platts Gas Daily publication, in the Daily price survey section under the heading "Appalachia" for "Columbia Gas, App." Midpoint; or

ii. the lowest commodity cost of purchases by the Company during the calendar month, including the delivered cost of purchases at the City Gate, if any, excluding any purchases under fixed price commodity contracts for which the prices was determined more than thirty (30) days before the beginning of the calendar month. (C) (C)

In addition, if, in any month the Company incurs other charges, including gas costs, penalty charges or cash-outs caused by excess monthly over deliveries, the Customer or NGS shall be charged its pro rata share of such charges. (C)

During an SFO, the foregoing calculation shall be replaced by the table in the Seasonal Flow Order section in this Paragraph 3 of the RADS. (C)

3.12.3 The Customer Proxy also shall be subject to any applicable penalty under the Operational Flow Order and Operational Matching Order sections in this Paragraph 3 of the RADS in the event that such sale occurs during the existence of an OFO or OMO condition. (C)

3.12.4 The purchase of imbalance gas pursuant to this Paragraph shall not relieve the Customer Proxy of any applicable penalty resulting from the delivery of those quantities. (C)

(C) Indicates Change

3.13 LIMITATION WHERE A CUSTOMER PROXY HAS A POSITIVE BANK

3.13.1 The drawdown of a positive bank is not a firm Distribution service, except as provided in Rider EBS-Option 1. Customer Proxies electing Rider EBS-Option 1 shall have firm access to positive banks as specified in Rider EBS-Option 1. For Customer Proxies electing Rider EBS-Option 2, the existence of a positive intra-cycle bank shall not prevent limitation of service to a Customer Proxy pursuant to the Limitations on Distribution Service section in Paragraph 2 of these Rules Applicable to Distribution Service, and drawdowns of positive banks may be prohibited whenever, in the Company's sole judgment, such prohibition is necessary to ensure that sufficient gas supplies are available to meet the daily or seasonal requirements of firm sales service Customers, or the balancing requirements of Choice Service Customers. (C)

3.14 FLOW ORDER MANAGEMENT SERVICE

3.14.1 The Flow Order Management Service shall be available to Customers using more than 540,000 thm per year served under Rate LDS – Large Distribution Service and Rate MLDS – Main Line Distribution Service that are not otherwise in an aggregation group. The service will allow the GDS Customers using more than 540,000 thm per year located in the same Pipeline Scheduling Point either to group together themselves, or to nominate an NGS agent which shall group the customers together. Upon formation of such group, each member's compliance with a flow order shall be determined based upon the sum of the scheduled deliveries and the daily requirements of the group. (C)

3.14.2 During an SFO, OFO or OMO, if the group, as a whole, has scheduled adequate deliveries to comply with the SFO, OFO or OMO, then no penalties shall be assessed to any member of the group, regardless of whether that particular member complied with the SFO, OFO or OMO.

3.14.3 During an SFO, OFO or OMO, if the group, as a whole, has not scheduled adequate deliveries to comply with the SFO, OFO or OMO, then a penalty shall be calculated based upon the group's overall non-compliance with the SFO, OFO or OMO. The total penalty shall be divided by the number of members in the group, and that amount shall be billed to each member.

3.14.4 The Flow Order Management Service shall be made available for a fee of $.00093 per thm. A signed agreement must be completed prior to August 15th of the year in which the Flow Order Management Service is to commence. Customers must subscribe to the Flow Order Management Service for an entire year, beginning in November.

3.15 GENERAL DISTRIBUTION AGGREGATION SERVICE

This service is for any NGS that has been elected to serve as an Aggregation Agent by a General Distribution Customer, to be primarily responsible for delivering natural gas to the Company's City Gate on behalf of the Customer. The Aggregation Agent will be responsible, on an aggregate basis, for scheduling and nominating gas, for banking and balancing, receiving notices on behalf of the Customer, and for all other activities associated with the provision of the Natural Gas Supply Services.

(C) Indicates Change

3.15.1 Conditions:

3.15.1.1 Any NGS electing Aggregation service must sign an Aggregation service agreement.

3.15.1.2 Aggregation Agents will be allowed to establish one or more Aggregation Nomination Groups. Customers in an Aggregation Nomination Group must be located within the same Company Local Market Area and the same Pipeline Scheduling Point. Aggregation Agents must provide written notice to the Company that a Customer has elected to be in an Aggregation Nomination Group. The written notice must include the name of the Customer and the Customer's account number. Aggregation Nomination Groups must be comprised solely of General Distribution Service Customers.

3.15.1.3 The Aggregation Agent shall use its best efforts to achieve a balance between its deliveries and its Aggregation Nomination Group's total usage both on a daily and monthly basis, for each Aggregation Nomination Group. The Company reserves the right: (1) to require an Aggregation Agent to balance deliveries and takes of gas; or (2) to require a reasonably uniform daily delivery rate of gas which, at month's end, will equal the Aggregation Nomination Group's requirements for each Aggregation Nomination Group.

3.15.1.4 Aggregation Nomination Groups may include Customers taking service under any GDS rate schedule. Each Aggregation Nomination Group must contain only Customers that have elected the same option under Rider EBS. (C)

3.15.1.5 An Aggregation Agent shall supply its Aggregation Nomination Group's full service requirements for natural gas. The Aggregation Agent accepts supply co-management responsibility as defined hereinafter.

3.15.1.6 Supply Co-Management Defined. The Aggregation Agent agrees to deliver gas supplies into the Company's designated City Gate receipt points on a daily basis, in accordance with the aggregate usage requirements of all those Customers that comprise the Aggregation Agent's Aggregation Nomination Group. For those General Distribution Service Customers which are members of Aggregation Agent's Aggregations Nomination Group without daily measurement, the Aggregation Agent agrees to the Company's estimate of takes and the Aggregation Agent agrees to pay all charges assessed by the Company as provided in the OFO paragraph of the Rules Applicable to Distribution Service.

3.15.1.7 The Aggregation Agent shall also be required to balance its gas deliveries into the Company's system with the estimated overall usage levels of each individual Aggregation Nomination Group, in accordance with the provisions of Rider EBS.

(C) Indicates Change

3.15.1.8 The Company will provide the actual usage data for each Customer in that Aggregation Agent's Aggregation Nomination Group. The actual usage data provided will be for the Customer's most recent billing period as Customers are billed by the Company for Rates SGS-DS, SDS, LDS and MLS.

3.15.1.9 The Aggregation Agent's distribution quantities shall be determined from the Company's "Monthly Summary Billing Report." The "Monthly Summary Billing Report" reflects Customer's actual billed distribution quantities as reported to the Aggregation Agent, as generated within the Company's revenue reporting system.

3.15.2 Aggregation Service Under Rider EBS

3.15.2.1 The Aggregation Agent will be allowed to aggregate all participating individual Customer's quantities and any applicable bank tolerances for the purposes of administering Rider EBS.

3.15.2.2 Should a Customer, either by itself or through its Aggregation Agent terminate its General Distribution Aggregation Service, or its General Distribution Service, no portion of the aggregate bank will be assigned to the Customer. Should all the Customers in an Aggregation Nomination Group, either by themselves or through their Aggregation Agent, terminate their General Distribution Aggregation Service or their General Distribution Service, and the Aggregation Agent has no other Aggregation Nomination Group to transfer the bank of gas, then the bank may be purchased by the Company at a price determined in accordance with the Deliveries in Excess of Consumption paragraph of these Rules Applicable to Distribution Service. (C)

3.15.2.3 At the close of each business month, an accounting will be made comparing the total quantities delivered into the Aggregation Nomination Group versus the consumption of the Customers within the Aggregation Nomination Group. For Nomination Aggregation Groups comprised of customers electing Rider EBS-Option 1 or Rider EBS-Option 2, the accounting shall compare the Nomination Aggregation Group's total monthly deliveries to its total monthly consumption. (C)

3.15.2.4 Should the total consumption of the Nomination Aggregation Group exceed its total deliveries, adjusted for unaccounted-for gas and appropriate Customer's Btu adjustments, plus for Nomination Aggregation Groups comprised of customers electing Rider EBS-Option 1, any bank of gas from the previous month, the Aggregation Agent shall be charged an amount for recovery of purchased gas costs as set forth in the Consumption in Excess of Deliveries paragraph of these Rules Applicable to Distribution Service plus the non-gas portion of commodity rates contained in the first block of Rate SGS - Small General Service. (C)

(C) Indicates Change

3.15.2.5 Should the total deliveries for the Nomination Aggregation Group exceed its total consumption, the excess deliveries shall be considered imbalance gas purchased by the Company from the Aggregation Agent as specified in Paragraph 3.12 of these Rules Applicable to Distribution Service.

3.15.3 Customer Accountability

3.15.3.1 Customers in the Aggregation Nomination Group remain ultimately responsible for all imbalance purchases, banking/balancing charges and SFO, OFO or OMO charges, if the Aggregation Agent fails to pay such charges. Failure of an Aggregation Agent to pay charges will be grounds for immediately ending the Aggregation Agent's authority.

3.15.4 Assignment. The Aggregation Agent shall only assign its Aggregation Nomination Groups to another Aggregation Agent with the prior written consent of the Company. The Company shall not unreasonably withhold its consent; however, the Company may condition the assignment upon the fulfillment of reasonable requirements including but not limited to: requiring the assignee to take assignment of any gas bank balance existing at the time of the assignment; requiring the assignee to take assignment of any financial obligation existing at the time of the assignment, or requiring the Aggregation Agent to represent that the Customers in its Aggregation Nomination Group consent to the assignment. (C)

3.16 NGS's DISCONTINUATION OF ITS PROVISION OF NATURAL GAS SUPPLY SERVICES TO ANY ONE CUSTOMER ON THE COMPANY'S SYSTEM

3.16.1 In the event the NGS desires to discontinue providing Natural Gas Supply Services to any Customer on the Company's system, the NGS shall provide 30 days written notice to the Company. The written notice must include the NGS's name, the Customer's name and the Customer's account number.

3.17 NGS's DISCONTINUATION OF ITS PROVISION OF NATURAL GAS SUPPLY SERVICES ON THE COMPANY'S SYSTEM

3.17.1 In the event the NGS elects, or is forced, to discontinue its provision of Natural Gas Supply Services on the Company's system, it shall provide written notice to the Company at the earliest practical time that it intends to discontinue providing Natural Gas Supply Services. The NGS shall continue any obligation to maintain its financial security instrument until it has satisfied all of its outstanding claims of the Company. Upon the NGS's discontinuation of Natural Gas Supply Services, the Company may offset any and all amounts owed to it by the NGS against any and all amounts owed by the Company to the NGS, including without limitation, charges for imbalance gas sold by the Company, out of period adjustments to the NGS's account, amounts owed to the NGS for bank balances, amounts owed to the NGS for accounts receivable collected by the Company, and amounts owed to the Company for SFO, OFO, or OMO charges, etc.

(C) Indicates Change

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4. RULES APPLICABLE ONLY TO CHOICE SERVICE

4.1 This Paragraph applies to all Choice Service on the Company's system.

4.2 AVAILABILITY

Choice Service is available to any Customer or group of Customers served under Rate RDS - Residential Distribution Service and Rate SCD - Small Commercial Distribution when: (C)

4.2.1 An NGS has one or more Choice Aggregation Nomination Group(s) with an aggregate annual demand of at least 53,650 thms or a minimum of 50 Customers, and which is in compliance with the Choice Aggregation Provisions of this Paragraph 4;

4.2.2 The Customer's NGS agrees to take capacity as set forth in the "Capacity Requirements" Paragraph of these Rules Applicable to Distribution Service;

4.2.3 The Company has sufficient Storage to provide daily banking and balancing activity, and if capacity is to be assigned, the Company has sufficient upstream capacity, with appropriate upstream interconnections to the Company's City Gate to provide the NGS's primary firm transportation contract quantities;

4.2.4 The existing capacity of the Company's facilities and other physical conditions are sufficient to deliver the quantities required by all of the NGS's Choice Aggregation Nomination Groups; and

4.2.5 The NGS has acquired, or has agreed to acquire, an adequate supply of natural gas, which must be firm supply for the months of November through March, and which must be of a quality acceptable to the Company, including allowances for any retention required by the applicable upstream transporters and for delivery service lost and unaccounted-for gas to be retained by the Company and other transporters, and has made, or has caused to be made, arrangements by which such gas supply can be transported directly to the Company's system in the Local Market Area in which the Customer is located, unless otherwise permitted by the Company in writing. The NGS is required to acquire the necessary firm supply to serve the Choice Daily Delivery Requirement for each of its Choice Aggregation Nomination Groups for the months of November through March.

4.2.6 An NGSs agrees to refer to the Commission's guidelines on Customer Information Disclosure, Docket No. M-00991249F0005, for requirements related to NGS disclosure of the terms of service, marketing, advertising and sales practices, and privacy of customer information.

(C) Indicates Change

4.3 APPLICATION PROCESS

4.3.1 In addition to the Initial NGS Application, all NGSs must enter into an agreement in the form prescribed by the Company prior to providing Natural Gas Supply Service to Choice Customers under these Rules Applicable to Distribution Service ("NGS Choice Distribution Aggregation Agreement"). The NGS Choice Distribution Aggregation Agreement shall specify: the name, address and telephone number of the NGS, the name, address, telephone and fax numbers to which all notices are to be delivered, an e-mail address (if available), the NGS's Capacity Assignment election, the source of the gas, the delivery point to the Company, the NGS's billing option selection, and the NGS's Rate Statement Information. If any of the information on the NGS Choice Distribution Aggregation Agreement changes, the NGS shall submit an updated NGS Choice Distribution Aggregation Agreement specifying the changes. (C)

4.3.2 Within sixty (60) days of receipt of all necessary information requested by the Company to evaluate a NGS Choice Distribution Aggregation Agreement, the Company will respond to the NGS Choice Distribution Aggregation Agreement and either agree to supply service or to deny service. If the Company refuses to provide service under the Rules Applicable Only to Choice Distribution Service section of this these Rules Applicable to Distribution Service, the Company shall provide detailed support for its decision.

4.3.3 A Choice NGS may change their Annual Capacity Assignment election by submitting a new NGS Choice Distribution Aggregation Agreement by January 1. If the Company approves the revised Annual Capacity Assignment election, it will become effective April 1 of the year in which the revision was submitted. (C)

4.4 CHARACTER OF SERVICE TO BE RENDERED

4.4.1 The NGS shall be responsible for obtaining the entire gas supply for each of its Choice Aggregation Nomination Groups. The NGS shall obtain interstate pipeline firm capacity either from the Company or if permitted under these Rules Applicable to Distribution Service, from another source to ensure that the Customer receives Firm Service in accordance with the provisions of the tariff, and the NGS shall obtain adequate gas supplies to ensure that the Customer receives Firm Service in accordance with the provisions of the tariff. The Company shall remain responsible for distributing the gas pursuant to the Company's obligations under its tariffs.

4.4.2 Service Obligations of the Supplier of Last Resort. The Supplier of Last Resort ("SOLR") is the Company. The following services will be provided by the SOLR: Natural Gas Supply Service to those Customers who have not chosen an alternative NGS or who choose to be serviced by their SOLR; Natural Gas Supply Services to those Customers who are refused supply service from an NGS; or Natural Gas Supply Services to those Customers whose NGS has failed to deliver its requirements. PA. P.U.C. Docket No. L-00990144.

(C) Indicates Change

Supplement No. 221 to
Tariff Gas – Pa. P.U.C. No. 9
Fifth Revised Page No. 227

Columbia Gas of Pennsylvania, Inc. **Canceling Third and Fourth Revised Page No. 227**

4.5 CUSTOMER INFORMATION

4.5.1 The NGS List. The Company will maintain a list of the licensed NGSs including appropriate contact information as provided by the NGS, which have also met the Company's requirements. This list will be made available to Customers upon request.

4.5.2 Requests for Information. The Company will respond to reasonable requests for efficiency information by providing materials or directing inquiries to the PUC. Customers served under Rate Schedules RSS, RDS, SCD or SGSS, upon request from the Customer, are entitled to receive free of charge once per year, Historical Billing Data and charges which are readily available in the billing system, provided the Company reads the Customer's meter for billing purposes. The Historical Billing Data will be provided in terms of thms. The Company shall notify consumers via bill message that information on energy efficiency and Historical Billing Data is available upon request. PA. P.U.C. Docket No. M-00991249F0005. (C)

4.5.3 Choice-Eligible Customer List (ECL). In accordance with the Commission's Final Order Issuing Interim Guidelines for Natural Gas Distribution Company ECLs at Docket No. M-2012-2324075, the Company will make available an electronic ECL of Choice-eligible customers to NGSs that have been licensed by the Commission and approved by the Company to provide Choice service on Columbia's system. The ECL will contain only the information of Choice-eligible customers who have not restricted the release of their private information as detailed in the Privacy of Customer Information paragraph. (C)

4.5.3.1 The ECL will include the following data elements:

a. Customer Account Number
b. Customer Name
c. Service Address
d. Billing Address
e. Tariff Rate Class and Schedule
f. Rate Subclass/Rate Subcode
g. Meter Read Cycle
h. SOLR/Shopping Status (Y or N)
i. Monthly Consumption (each of 12 months)

(C) Indicates Change

4.5 CUSTOMER INFORMATION - continued

4.5.3.2 The ECL will be available at the following website: columbiasuppliers.com, and updated monthly. (C)

4.5.3.3 Every three years the Company will re-solicit all Choice-eligible customers regarding their option to restrict some or all of their information for the purpose of creating a new and refreshed ECL. Customers who previously restricted their information are required to reaffirm their election at this time.

4.5.4 Privacy of Customer Information. The Company may release private Customer information to third parties, such as NGSs participating in the Company's Choice program, only after informing each Customer via bill insert of its intent to release such information. The Company will notify customers of the option to limit or restrict their private information by: (C)

4.5.4.1 Bill Insert. At least once each year, the Company will include an insert in every customer bill. In addition, each new customer will receive the bill insert in their initial bill. (C)

The bill insert notifies customers: 1) how the customer account and usage information will be used; 2) how to opt-out of the ECL; 3) what their opt-out choice means; and 4) that they may change preferences either by first class mail or via electronic or telephonic means. (C)

4.5.4.2 Triennial Letter. Every three years the Company will mail a letter to the mailing address of every Choice-eligible customer that provides customers with the information contained in the bill insert above, and notifies customers who have previously limited or restricted their information that they must renew that request in order to retain a restricted status of their account information. (C)

4.5.4.3 Customer Request to Restrict Information. Customers may restrict information according to one of the following two restriction options: 1) restrict the release of only the customer's historical usage data; or 2) restrict the release of all private customer information including name, billing address, service address, rate class, rate schedule, account number, meter reading cycle, shopping status, and historical usage. (C)

Each customer may notify the Company of their desire to restrict the release of private information by one of the following options: 1) fill in the necessary information on the form included on the back of the bill insert or included with the triennial letter, and return the form with the regular monthly payment or separately mail to the Company; 2) send a letter to the Company; 3) call the Customer Satisfaction Center at 1-888-460-4332; 4) use the Company's webpage that explains the ECL and options; or 5) e-mail the request to cpacustserv@nisource.com. (C)

Customers may request to restrict the release of information at any time and the Company shall then honor that request until the next triennial refresh, when the customer must reaffirm their election.

(C) Indicates Change

4.5.5 For Choice Customers enrolled with an NGS, the Company will provide NGSs with each Customer's actual usage data for each Customer's most recent billing period as Customers are billed by the Company.

4.6 ENROLLMENT PROCEDURES

4.6.1 Rolling Enrollment. NGSs shall be able to submit new Customers to Choice Service by 5:00 PM Eastern Standard Time each processing day throughout the year using the Choice EBB. When accurate customer information is submitted to the Choice EBB the customer account will reflect the change in gas supplier effective the day after the customer's next meter reading date or day the waiting period expires, whichever is later. Customers may cancel their request to change gas suppliers within five (5) calendar days after their account is submitted to the Choice EBB. (C)

4.6.2 Customer Contacting the Company. If a Customer orally contacts the Company to request a change of NGSs, the Company will notify the Customer that the selected NGS must be contacted directly in order to initiate the change. PA. P.U.C. Docket No. M-00991249F006. The Customer may contact the Company directly at any time and request to be placed on SOLR service. If the Customer contacts the Company requesting to be placed on SOLR service, the Company shall place the Customer on SOLR service by submitting that Customer through the Choice EBB, in the same manner that an NGS would submit a Customer.

4.6.3 Enrollment Procedure. The Customer must contact their NGS to initiate the request to initiate, terminate or change their NGS. Enrollment may be performed either telephonically, in writing or through the Internet. Customers may be enrolled in accordance with the following requirements:

4.6.3.1 Telephonic Enrollment. A Customer may enroll in the Choice Service using Telephonic Enrollment. The NGS agrees to tape record the "Enrollment Confirmation" (as defined in this sub-paragraph) of each Customer. The Enrollment Confirmation is defined as a recording that includes, at a minimum, the Customer stating: his/her name, his/her twelve (12) digit Company account number, his/her service address, his/her mailing address, his/her intent to be a customer of the NGS, and the date that the enrollment is being performed. The selected NGS will notify the Company that it was selected to serve the customer by the end of the next business day following the enrollment. After the Company is notified that the Customer desires to select a new NGS, the Company shall send written

(C) Indicates Change

notification to the Customer seeking verification of the Customer's intent to select a new NGS. The written notice shall be mailed by the end of the next business day following the receipt of the notification of a selection of an NGS. The written notification will explain the five day waiting period (C)
in which the selection of the NGS may be canceled before the change takes place and the date service with the new NGS will begin (unless canceled within the five-day waiting period). The five-day waiting period (C)
shall commence on the day the written notice is sent. The Customer shall have five (5) days from the date that the written notification is sent (C)
to inform the Company that the Customer does not desire to select a new NGS. Upon such notification, the Company shall ensure that the Customer remains with its current Natural Gas Provider. The NGS agrees to keep a copy of the tape recording of the Enrollment Confirmation for so long as that Customer remains a customer of the NGS. The NGS agrees to provide a copy of all tape recordings of all Enrollment Confirmation(s) with that Customer to the Company upon the request of the Company. Failure to supply a copy of the tape recordings of all Enrollment Confirmation(s), within five (5) days of the Company's request, shall cause the Customer to be returned to its previous Natural Gas Provider, and a $50.00 fee shall be paid by the NGS to partially offset the Company's cost of the investigation.

4.6.3.2 Written Enrollment. A Customer may enroll in the Choice Service using Written Enrollment. The NGS agrees to maintain written confirmation of the Enrollment Confirmation (as defined in this Paragraph) of each Customer for so long as that person remains a Customer of the NGS. Valid Written Enrollment requires a document signed by the Customer which document's sole purpose is to obtain the Customer's consent to change NGSs. Documents not considered as valid include, but are not limited to, canceled checks, signed entries for contests and documents used to claim prizes won in contests. The written confirmation of the Enrollment Confirmation shall be defined to include, at a minimum, the Customer's name, his/her twelve (12) digit account number, his/her service address, his/her mailing address, his/her signature, an indication of the Customer's intent to enroll in the Choice Service, and the date that the enrollment is being performed. The selected NGS will notify the Company that it was selected to serve the customer by the end of the next business day following the enrollment. After the Company is notified that the Customer desires to select a new NGS, the Company shall send written notification to the Customer seeking verification of the

(C) Indicates Change

Customer's intent to select a new NGS. The written notice shall be mailed by the end of the next business day following the receipt of the notification of a selection of an NGS. The written notification will explain the five day waiting period in which the selection of the NGS may be canceled before the change takes place and the date service with the new NGS will begin (unless canceled within the five-day waiting period). The five-day waiting period shall commence on the day the written notice is sent. The Customer shall have five (5) days from the date that the written notification is sent to inform the Company that the Customer does not desire to select a new NGS. Upon such notification, the Company shall ensure that the Customer remains with its current Natural Gas Provider. PA. P.U.C. Docket No. M-00991249F006The NGS agrees to provide a copy of all written confirmations of all Enrollment Confirmation(s) with that Customer to the Company upon request of the Company. Failure to supply a copy of the written Enrollment Confirmation(s) within five (5) days of the Company's request shall cause the Customer to return to its previous Natural Gas Provider, and a $50.00 fee shall be paid by the NGS to partially offset the Company's cost of the investigation. (C) (C) (C)

4.6.3.3 Internet Enrollment. A Customer may enroll in the Choice Service using Internet Enrollment. If an NGS desires to provide for Internet Enrollment, the NGS agrees to maintain a webpage to provide for Internet Enrollment, which webpage clearly identifies the legal name of the NGS, its address, and telephone number. The NGS agrees to maintain a printed or electronic copy of information appearing on the webpage and received through the webpage at the time when the Customer requested to take service from the NGS ("Enrollment Confirmation"). The Enrollment Confirmation is defined to include, at a minimum, the NGS's legal name, a copy of the agreement between the NGS and the Customer as it appeared at the time the Customer requested service from NGS, the Customer's name, his/her twelve (12) digit Company account number, his/her service address, his/her mailing address, an indication of the Customer's intent to be a customer of that particular NGS, and the date that the enrollment is being performed. The selected NGS will notify the Company that it was selected to serve the customer by the end of the next business day following the enrollment. After the Company is notified that the Customer desires to select a new NGS, the Company shall send written notification to the Customer seeking

(C) Indicates Change

verification of the Customer's intent to select a new NGS. The written notice shall be mailed by the end of the next business day following the receipt of the notification of a selection of an NGS. The written notification will explain the five day waiting period in which the selection of the NGS may be canceled before the change takes place and the date service with the new NGS will begin (unless canceled within the five-day waiting period). The five-day waiting period shall commence on the day the written notice is sent. The Customer shall have five (5) days from the date that the notice is sent to inform the Company that the Customer does not desire to select a new NGS. Upon such notification, the Company shall ensure that the Customer remains with its current Natural Gas provider. The NGS agrees to keep a printed or electronic copy of the Enrollment Confirmation for so long as that person remains a customer of the NGS. The NGS agrees to provide a copy of all Enrollment Confirmation(s) to the Company upon request of the Company. Failure to supply a copy of all Enrollment Confirmation(s) within five (5) days of the Company's request shall cause the Customer to be returned to its previous Natural Gas Provider, and a $50.00 fee shall be paid by the NGS to partially offset the Company's cost of the investigation.

4.6.4 Waiting Period Restrictions. If, within the five (5) day waiting period, any Customer informs the Company that the Customer does not desire to select a new NGS, the NGS shall not resubmit that Customer through the Choice EBB unless the NGS obtains a new Enrollment Confirmation from that Customer.

4.6.5 NGS Customer Submission Procedure. After the Customer selects an NGS, the NGS shall submit the Customer's account number, Choice Aggregation Nomination Group and NGS rate code to the Company through the Choice EBB. Customer submissions will be processed each processing day throughout the month. As of the fifteenth day of each month, or the prior business day if the fifteenth falls on a non-business day, the Company will determine the Daily Delivery Requirement and capacity assignment levels for the upcoming calendar month based on Choice enrollment data submitted by that date. (C)

4.6.6 The Company shall process the request to initiate, terminate or change a Customer's NGS one time per billing cycle in accordance with this Rule and the Commission's Order on Establishing Standards for Changing Natural Gas Suppliers at Docket M-00991249F0006. (C)

(C) Indicates Change

4.6.7 Customer Requests to Discontinue Distribution Service. If the Customer orally contacts the Company to request a disconnection of service, the Company will verify whether the Customer wants to discontinue Distribution Service at the present service address, or whether the Customer wants to discontinue receiving Natural Gas Supply services from their current NGS. If the Customer wants to discontinue Distribution Service, the Company shall proceed pursuant to Rule 19 of its tariff, and the Company will notify the Customer's NGS that the Customer has ceased taking Distribution Service, and the Company will inform the Customer that the Company is notifying the NGS. If the Customer informs the Company that the Customer wants only to discontinue taking Natural Gas Supply Services from that NGS, the Company will inform the Customer that it is to contact its NGS.

4.7 CHOICE AGGREGATION SERVICE

4.7.1 Aggregation Service is a service provided by the Company that allows Aggregation Agents to deliver to the Company on an aggregated basis those natural gas supplies that are needed to satisfy the requirements of the customers on Distribution Service and in accordance to the rules that the Company has established regarding Choice Service.

4.7.2 All Choice Customers must belong to a Choice Aggregation Nomination Group. The Customer's NGS shall serve as the Aggregation Agent. The Aggregation Agent will be responsible, on an aggregate basis, for scheduling and nominating gas quantities specified by the Company. (C)

4.7.3 Conditions:

4.7.3.1 Aggregation Agents will be allowed to establish one or more Choice Aggregation Nomination Groups. Customers in a Choice Aggregation Nomination Group must be located within the Company's system and the same Pipeline Scheduling Point. Aggregation Agents must provide written notice to the Company that they want a Customer to be in a Choice Aggregation Nomination Group, which shall be performed through a submission on the Choice EBB. Choice Aggregation Nomination Groups must be comprised solely of Choice Customers.

4.7.3.2 NGS shall supply its Choice Aggregation Nomination Groups' Choice Daily Delivery Requirement for natural gas on both a daily and monthly basis. NGS accepts supply co-management responsibility as defined hereinafter.

4.7.3.3 Supply Co-Management Defined. NGS agrees to deliver gas supplies into the Company's designated City Gate receipt points on a daily basis, in an amount equal to the Choice Daily Delivery Requirement of each of the NGS's Choice Aggregation Nomination Group NGS agrees to the Company's estimate of takes and NGS agrees to pay all charges assessed by the Company as provided in Paragraph 4.11.

4.7.4 Aggregation Imbalances

4.7.4.1 There shall be an annual reconciliation and cash-out of the difference between the actual consumption of each Choice Aggregation Nomination Group and the NGS's deliveries on behalf of each Choice Aggregation Nomination Group. The reconciliation and cash-out amount shall be calculated annually following each July billing cycle.

4.7.4.2 If the actual consumption of the Choice Aggregation Nomination Group is more than the NGS's deliveries on behalf of that group, the NGS must purchase the deficient quantity from the Company at the average price during the reconciliation period as reported in Platt's Inside FERC's Gas Market Report as published for the first of each month under the column heading "Index" for "Columbia Gas, App", adjusted for Columbia Gas Transmission, LLC's FTS retainage and commodity charge. (C)

4.7.4.3 Likewise, if the actual consumption of the Choice Aggregation Nomination Group is less than the NGS's deliveries on behalf of that group, the Company shall purchase the excess quantity from the NGS at the average price during the reconciliation period as reported in Platt's Inside FERC's Gas Market Report as published for the first of each month under the column heading "Index" for "Columbia Gas, App", adjusted for Columbia Gas Transmission, LLC's FTS retainage and commodity charge. (C)

4.7.4.4 In the event that an NGS's Choice Aggregation Nomination Group decreases by 10% or 1,000 Customers, the Company may elect to Cash Out that NGS at such time. The purchase or sale price of the difference between the actual consumption of the Choice Aggregation Nomination Group and the NGS's deliveries on behalf of that Choice Aggregation Nomination Group shall be the weighted average commodity cost of gas, defined as the quotient of: (1) the total commodity cost of gas purchases, including transmission pipeline transportation and fuel retention, as recorded on the Company's financial statements between the preceding July 1 and the month in which the Cash Out occurs, divided by (2) tariff sales for the same period.

4.7.5 Assignment. The NGS shall only assign the Choice Customer Group to another NGS with the prior written consent of the Company. The Company shall not unreasonably withhold its consent; however, the Company may condition the assignment upon the fulfillment of reasonable requirements including but not limited to: a demonstration that the agreement between the NGS and the Customer allows an assignment or that the customer had otherwise consented to the assignment; requiring the assignee to take assignment of any gas bank balance existing at the time of the assignment; or requiring the assignee to take assignment of any financial obligation existing at the time of the assignment.

(C) Indicates Change

4.8 CAPACITY REQUIREMENTS

4.8.1 Firm Capacity Requirement. The NGS shall utilize Primary FTS in its provision of services to the Customers. Each NGS shall hold capacity in an amount equal to or greater than the Choice Primary FTS Daily Capacity Requirement for each Choice Aggregation Nomination Group.

4.8.2 Primary FTS Capacity Assignment. The NGS must accept the assignment or release of Primary FTS capacity from the Company except as provided in the capacity assignment section below.

4.8.3 Capacity Assignment. The NGS must accept the assignment or release on a recallable basis at maximum rates of the Company's Primary FTS capacity in a quantity equal to the Choice Primary FTS Daily Capacity Requirement for each Choice Aggregation Nomination Group unless the Company has Additional Capacity Resource Requirements (ACRR) as described below.

The Company reserves the right to adjust capacity assignments on an as-needed basis as Customers are removed from the Choice Service; however, all capacity shall be assigned or released for one year periods. The Company shall provide written notification to the NGS in advance of such capacity adjustment.

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The NGS agrees, if required by the Company, to make daily deliveries through the assigned capacity without regard to the loss of Customers. The NGS must accept the assignment or release of either Columbia Gas Transmission, LLC capacity and Columbia Gulf Transmission, LLC capacity or Columbia Gas Transmission, LLC capacity only. (C)

The assignment or release of Columbia Gas Transmission, LLC FTS capacity shall be equal to the Choice Primary FTS Daily Capacity Requirement. (C)

The Columbia Gulf Transmission, LLC Rate Schedule FTS-1 capacity to be assigned or released shall be based upon the assigned Rate FTS capacity increased for applicable pipeline fuel. The Company shall release this capacity, on a recallable basis, utilizing the appropriate pipeline company electronic bulletin boards and the NGS shall execute the service agreements so generated by the pipelines prior to the end of the month to enable the NGS to nominate gas supplies under the service agreements for the following month. (C)

Should the Choice Aggregation Nomination Group's quantity increase in subsequent months resulting in the need for additional capacity to be assigned to the NGS, the Company shall utilize the process described above to assign the additional quantities to the NGS with each assignment being for a one-year period.

4.8.3.1 Other Primary FTS Option. The NGS may have the option to provide some or all Primary FTS capacity from some other source for a period of one year. This capacity option shall be made available to an NGS to the extent that the cumulative Other Primary FTS Daily Capacity Requirements (Other Primary FTS) of all NGSs requesting this option does not exceed the Additional Capacity Resource Requirement (ACRR).

An NGS providing Other Primary FTS is required to obtain and maintain capacity resources sufficient to deliver natural gas equal to its Choice Primary FTS Daily Capacity Requirements each day during the effective period of its capacity option election.

The cumulative Other Primary FTS of NGSs may not exceed the ACRR the Company may require in any year.

The ACRR for any year shall be the additional capacity, if any, which is required to meet design day requirements in excess of the Company's available design day capacity, as set forth in its annual 1307(f) filing, for the immediately following November through October period.

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Effective November 2004, the NGSs currently providing Other Primary FTS capacity will be permitted to continue to provide the capacity for the November 2004 through October 2005 contract year, to the extent the Company concludes it needs additional capacity. To establish eligibility under this capacity option beginning in October 2005 and each year thereafter, an NGS must make a timely annual service election. No later than April 1 of each year, the Company will notify all NGSs of the ACRR. Thereafter, an NGS interested in providing firm capacity must notify the Company by June 1, in writing, of its desire to provide capacity, but not to exceed the Choice Primary FTS Daily Capacity Requirement for the NGS Choice Aggregation Nomination Group. Within 45 business days of receiving the timely submitted annual election, the Company will inform the NGS of its eligibility status and the amount of Other Primary FTS to be provided by the NGS. Elections will be accepted on a first come first serve basis, up to the ACRR. Eligibility will be based on the status of the NGS' aggregation agreement and its compliance thereto. An annual election of providing Other Primary FTS shall remain effective for the following one-year period November 1 through October 31. (C)

This capacity option constitutes a limited exception to the otherwise applicable rules under this tariff. An NGS providing capacity under this option shall not be required to take assignment or release of the Company's Primary FTS as otherwise required.

(C) Indicates Change

4.8.4 Subject to the Company's obligations concerning its Acquisition Process for New and Renewed Capacity under the Joint Petition for Settlement of Restructuring Filing in Docket No. R-00994781, should the Company decide to terminate its capacity on Columbia Gas Transmission, LLC or Columbia Gulf Transmission, LLC, any capacity assignment will terminate no later than the end of the term of the Company's service agreement with the pipeline. It shall be the responsibility of the NGS to acquire Primary FTS subsequent to such termination. (C)

4.8.5 The NGS will at all times be responsible for operating the assigned capacity consistent with the terms and conditions set forth in the tariffs of the Company and the applicable pipeline companies.

4.8.6 Insufficient Capacity. The Company may require that the NGS verify that the Other Primary FTS contract rights exist. The NGS shall comply with the Company's request for verification. The failure or inability of the Company to verify the existence of such contract rights shall not relieve the NGS from any liability for failing to deliver gas, or subject the Company to any liability resulting from the NGS's failure to deliver. The Company may require the NGS to demonstrate in writing, and the NGS shall have the obligation to demonstrate in writing that: (a) The NGS has under contract sufficient firm capacity; AND (b) the NGS utilized such capacity to schedule sufficient supplies at the delivery points specified in the NGS Choice Distribution Aggregation Agreement to meet the needs of Customers served under these Rules Applicable to Distribution Service, and the pipeline confirmed such schedule to said delivery points. Failure to demonstrate that sufficient Other Primary FTS capacity was held shall subject the NGS to bear its respective share of any and all costs incurred by the Company as a result of the NGS's failure. Should an NGS fail to demonstrate that it held adequate capacity on a day when an OFO was in effect, the NGS shall be subject to the penalty provision described in Paragraph 4.11 of these Rules Applicable to Distribution Service, and the fees set forth in Paragraph 4.12. On any and all days in which the NGS's delivery of gas does not match the total requirements of all of the NGS's Choice Aggregation Nomination Groups, the NGS shall pay the Company the fees set forth in Paragraph 4.12 of these Rules Applicable to Distribution Service.

(C) Indicates Change

4.8.7 In recognition that the capacity provided by an NGS pursuant to the Other Primary FTS option may be needed by the Company to serve Customers in the event that the NGS discontinues providing Natural Gas Supply Services on the Company's system, and subject to the Company's obligations concerning its Acquisition Process for New and Renewed Capacity under the Joint Petition for Settlement of Restructuring Filing in Docket No. R-00994781, any Other Primary FTS capacity must be assignable to the Company or another NGS and available for the Company's use or assignment to another NGS. The capacity must also have terms and conditions that permit the contract term to be extended under the interstate pipeline's tariff and under FERC rules and regulations. At the request of the party assigning new, replacement and/or alternate capacity to the Company hereunder, the Company shall use its best efforts to obtain operationally and economically equivalent capacity to that assigned to it. Upon the Company's obtaining such equivalent capacity and the Commission's approval, the Company shall reassign the capacity back to the requesting party. Any capacity so returned or assigned to the Company and/or any replacement capacity provided by the Company shall qualify for assignment and/or full cost recovery by the Company under the Act. Licensed NGSs taking assignment or providing new or replacement capacity will be able to use supplies delivered through this capacity to satisfy the needs of all their Customers, subject to the operational requirements and limitations of the Company's system.

4.9 GAS SUPPLY REQUIREMENTS

4.9.1 Delivery Obligations. Every day the NGS shall deliver the Choice Daily Delivery Requirement for each of the NGS's Choice Aggregation Nomination Groups, unless directed otherwise by the Company through an Operational Flow Order.

4.9.2 Firm Contracts. The NGS agrees that it shall enter into firm supply contracts for the months of November through March for a daily gas supply quantity equal to the sum of the Choice Daily Delivery Requirement of all of its Choice Aggregation Nomination Groups plus any applicable pipeline fuel retention requirements.

4.9.3 Calculation of Choice Daily Delivery Requirement. The Company shall calculate the Choice Daily Delivery Requirement for each Choice Aggregation Nomination Group between the 15th and the 20th of each month and provide the NGS with its Choice Daily Delivery Requirements for each Choice Aggregation Nomination Group. The Choice Daily Delivery Requirement shall be calculated by the Company as follows: the Company shall add the estimated normalized annual consumptions of all Customers presently in the NGS's Choice Aggregation Nomination Group to arrive at an aggregate sum for the Choice Aggregation Nomination Group; the Company shall divide that aggregate sum by 365; and adjust it for Company use and Retainage. The resultant quantity shall be the Choice Daily Delivery Requirement for that Choice Aggregation Nomination Group. (C)

4.9.4 Commencement of Natural Gas Supply Service. For Customers which were submitted to the Choice EBB by the 15th of the current month, the NGS is obligated to begin flowing gas in the amount of its Choice Daily Delivery Requirement on the first day of the following month. For Customers which were submitted to the Choice EBB after the 15th of the current month, the NGS is obligation to begin flowing gas on the first day of the second following month. During the interim period, the Customer shall be served by his existing Natural Gas Provider.

4.9.5 Delivery Requirements. NGSs must make firm deliveries to the Company on any and all days which shall meet the Choice Daily Delivery Requirements of each of the NGS's Choice Aggregation Nomination Groups. The NGS must deliver the Choice Daily Delivery Requirement, which must be firm supply for the months of November through March, and which must be of a quality acceptable to the Company, and the NGS must have made, or cause to be made, arrangements by which such gas supply can be transported directly to the Company's system in the Local Market Area in which the Customer is located on a firm basis, unless otherwise permitted by the Company in writing.

In order to facilitate compliance with upstream pipeline restrictions, and to maintain operational integrity, it may be necessary from time to time for the Company to require Choice Natural Gas Suppliers to schedule natural gas supplies to the Company from multiple transmission pipeline delivery points or to such other delivery points as designated by the Company. (C)

(C) Indicates Change

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(C) Indicates Change

4.9.6 Insufficient Supplies. In the event that the NGS fails to deliver its Choice Daily Delivery Requirement to the Company, the Company shall have the right to require the NGS to demonstrate, and the NGS shall have the obligation to demonstrate that the NGS scheduled sufficient supplies at the delivery points specified in the NGS Choice Distribution Aggregation Agreement to meet its Choice Daily Delivery Requirements for each of its Choice Aggregation Nomination Groups, and that the pipeline confirmed such schedule to said delivery points. Failure to demonstrate that the Choice Daily Delivery Requirement was made to any market or interstate pipeline interconnection shall subject the NGS to bear its respective share of any and all costs incurred by the Company as a result of the NGS's failure. Should an NGS fail to demonstrate that it delivered its Choice Daily Delivery Requirement for each of its Choice Aggregation Nomination Groups on a day when an OFO was in effect, the NGS shall be subject to the penalty provision described in these Rules Applicable to Distribution Service Paragraph 4.11, and the fees set forth in Paragraph 4.12. On any and all days in which the NGS's delivery of gas does not match the Choice Daily Delivery Requirement of each of the NGS's Choice Aggregation Nomination Group, the NGS shall pay the Company the fees set forth in Paragraph 4.12 herein.

4.9.7 Adjustment to Choice Daily Delivery Requirements. The Company, at its discretion, may compare actual and weather normalized consumption immediately following the winter period. The Company may require any NGS to adjust the NGS's Choice Daily Delivery Requirements during the months of May, and June for the difference between the Choice Aggregation Nomination Group's actual consumption and weather normalized consumption.

4.10 OPERATIONAL REQUIREMENTS

4.10.1 In order to provide those customers who are located in Local Market Areas served by an interstate pipeline other than Columbia Gas Transmission, LLC a fair opportunity to obtain choice of an NGS, the Company may implement one of the following procedures: (C)

4.10.1.1 The Company may require all NGSs under this Schedule to accept assignment of capacity on interstate pipelines other than Columbia Gas Transmission, LLC in an amount which is proportional to the number of customers served by the NGS divided by all customers eligible for Choice Service. (C)

(C) Indicates Change

4.10.1.2 The Company may retain, renew or replace the interstate pipeline capacity on the interstate pipeline other than Columbia Gas Transmission, LLC and require NGSs under this Schedule, if authorized by FERC rules or orders, to deliver a portion of supplies required by this Schedule into such capacity with such proportion determined as in Paragraph 4.10.1.1, or (C)

4.10.1.3 The Company may make a payment to one or more NGSs to accept assignment of such capacity and use such capacity to meet the requirements of customers. Such payment shall be recoverable by the Company from customers. To the extent that such payment does not increase sales rates over levels which would be charged if the Company retained such capacity, it shall be recovered under the Purchased Gas Cost Rider from sales customers and customers subject to this Schedule. Any excess over such amount shall be recoverable under Rider CC. (C)

4.10.2 The "Calculation of Demand Cost for Customers Electing Choice Service" provisions of the Purchased Gas Cost Rider shall be deemed modified to the extent necessary consistent with the Company's implementation of one of the foregoing procedures.

4.10.3 In the event an OFO limits deliveries to the Company via FTS capacity below the level of any capacity assigned, the unused FTS capacity may be reassigned by the assignee for the duration of the OFO event. The NGS shall be required, prior to the end of the year for which the capacity was assigned, to deliver additional quantities via ITS equal to the quantities not delivered via FTS capacity during the OFO event.

4.11 OPERATIONAL FLOW ORDERS (OFOs)

4.11.1 All Choice NGSs are subject to the Company's issuance of OFOs. The Company will have the authority to direct NGSs to adjust daily scheduled quantities to a specified level. Generally, during peak design day conditions, this specified level will be equal to the Choice Daily Delivery Requirement. Should conditions be greater or less than peak design day conditions, the specified level of the OFO may be greater or less than the Choice Daily Delivery Requirement.

4.11.2 When a difference between the daily OFO quantity and actual daily scheduled deliveries to the Company exist, the following charges will be assessed:

(1) The therm difference will be multiplied by a rate equal to three times the highest of the midpoint prices reflected in Platts Gas Daily for the day of the OFO non-compliance and based on pipeline scheduling point applicable indices as specified in the Platts "Gas Daily", Daily Price Survey – Designation by Pipeline Scheduling Point paragraph of Rule 2. Rules Applicable to All Distribution Service in the Rules Applicable to Distribution Service of this tariff; and, (C)

(2) The payment of all other charges incurred by the Company on the date of the OFO that results from the NGS's failure to comply with the OFO including a proportionate share of any pipeline penalties that are incurred by the Company.

(3) In the event midpoint prices referenced in subparagraph (1) above, are not published in Platts Gas Daily for the day of the OFO non-compliance, the highest price paid by the Company on that day shall be used as the index price. (C)

(C) Indicates Change

4.12 RATES

4.12.1 Customers served under Rate Schedules RDS and SCD will be billed all applicable charges under the rate schedule. The Customer, or Customer's NGS, shall pay directly to the interstate pipelines the charges for any assigned pipeline capacity.

4.12.2 For NGSs providing service under these Rules Applicable to Distribution Service, the following fees shall be assessed to the NGS:

NGS One-time Application Fee: $390.00

4.12.3 In addition the following billing fees will apply:

Billed Account Adjustments: $ 1,000.00 processing fee per adjustment plus;
$ 1.00 per adjusted account

4.12.4 Delivered Quantities. All quantities billed to Customers under these Rules Applicable to Distribution Service shall be considered actual quantities delivered, whether the meter reading is an actual or a calculated reading.

4.12.5 Failure to deliver the Choice Daily Delivery Requirement for any Choice Aggregation Nomination Group shall subject the NGS to a charge on the difference between the Choice Daily Delivery Requirement and the actual daily deliveries. The charge will be equal to the therm difference multiplied by a rate per therm that is three times the highest of the midpoint prices reflected in Platts Gas Daily for each day the NGS did not meet its Choice Daily Delivery Requirement and based on pipeline scheduling point applicable indices as specified in the Platts "Gas Daily", Daily Price Survey – Designation by Pipeline Scheduling Point paragraph of Rule 2. Rules Applicable to All Distribution Service in the Rules Applicable to Distribution Service of this tariff. (C)

In the event midpoint prices referenced in the above paragraph are not published in Platts Gas Daily for the day when the Choice Daily Delivery Requirement has not been met, the highest price paid by the Company on that day shall be used as the index price. (C)

In addition the NGS will be responsible for the payment of all other charges or costs incurred by the Company that result from the NGS's failure to deliver as required, including a proportionate share of any pipeline penalties incurred by the Company.

The NGS will also be required to deliver the remaining portion of its Choice Aggregation Nomination Group's estimated normalized usage via ITS in the summer months defined as April through October, unless the Company authorizes a lower or higher level of deliveries via ITS. (C)

(C) Indicates Change

4.13 COMPANY BILLING OF NGS NATURAL GAS SUPPLY SERVICES (C)

4.13.1 Commodity Billing Services. The NGS may choose to bill the Customer directly for the Natural Gas Supply Services (Billing Option 1 below), or the NGS may choose to have the Company bill the Customer for Natural Gas Supply Services in which case the NGS shall sell its receivables to the Company (Billing Option 2 below). (C)

4.13.2 Adjustment of Accounts. If the NGS discontinues participation under this Schedule for any reason, the Company reserves the right to adjust the NGS's accounts to correct any prior errors for a period of twelve (12) months after the NGS discontinues participation. If the Customer discontinues participation under this Schedule for any reason, or if the Customer discontinues the NGS's service, the Company reserves the right to adjust the NGS's accounts to correct any prior errors for a period of twelve (12) months after the Customer has discontinued service.

4.13.3 Billing Option Selection. The NGS shall specify its initial Billing Option Selection as part of the NGS Choice Distribution Aggregation Agreement process. Effective eighteen (18) months after the Public Utility Commission issues a final order in Docket No P-2009-2099333, an NGS may choose Billing Option 1 or Billing Option 2 for all or a portion of its customers eligible for Rate SCD. Thereafter, if the NGS desires to change its Billing Option Selection, it may do so one time each calendar year by resubmitting a copy of the NGS Choice Distribution Aggregation Agreement with the desired Billing Option Selection specified. In the NGS Choice Distribution Aggregation Agreement, the NGS must select one of the following options: (C)

4.13.3.1 Billing Option 1: NGS Billing Service. The NGS shall bill the Customers for the Natural Gas Supply Services. The Company will not purchase the NGS receivables of anycustomer for which the NGS has chosen Billing Option 1. The NGS assumes full responsibility for nonpayment of the NGS's Natural Gas Supply Services charges under Billing Option 1. The NGS shall not bill the Customer for any services provided by the Company under its tariffs and the NGS agrees not to request its Customers to list the NGS's address as the address for Distribution billings. The Company shall provide the NGS with meter reading information and other reports in the Company's standard printed or electronic format on a monthly basis corresponding to the Company's Billing Cycle. The Company shall provide the NGS with said meter reading information no later than ten (10) days after the last day of each Billing Cycle. NGSs who are providing billing services shall comply with the billing and payment provisions set forth in 52 Pa. Code §§ 56.11-56.12, except § 56.15(12) and (13), and § 56.16(b)-(d). This obligation includes the obligation to offer residential customers equal monthly payment arrangements or "budget billing," as set forth in 52 Pa. Code § 56.12(7). NGSs shall abide by the credit determination and cash deposit standards set forth in 52 Pa. Code §§ 56.31-56.38, not including the obligation to serve as supplier of last resort. (C)

(C) Indicates Change

4.13 COMPANY BILLING OF NGS NATURAL GAS SUPPLY SERVICES – continued

4.13.3.2 Billing Option 2: Company Billing Service. The NGS elects to have the Company bill the Customers for the NGS's Natural Gas Supply Services charges. The NGS understands that the Company shall provide billing services pursuant to the requirements of its tariffs. The Company shall purchase the accounts receivable of any NGS that elects this billing option pursuant to the Voluntary Purchase of Receivables Program paragraph in these Rules Applicable to Distribution Service.

4.13.3.2.1 The Company shall provide the NGS with meter reading information and other reports in the Company's standard printed or electronic format on a monthly basis corresponding to the Company's Billing Cycle. The NGS shall provide the Company with all required billing determinants as indicated on the Company's "NGS Rate Statement" and other information that may be necessary for Customer billing as determined by the Company. The NGS shall provide said billing determinants in the standard printed or electronic format specified by the Company. The NGS shall provide the Company with said billing determinants no later than the 20th of the month prior to the effective Billing Cycle, by supplying a new NGS Rate Statement. If the 20th of the month falls on a weekend or holiday, the billing determinates shall be due on the last business day prior to the 20th of the month. (C)

(C) Indicates Change

4.13 COMPANY BILLING OF NGS NATURAL GAS SUPPLY SERVICES - continued

4.13.3.2.2 The Customer will receive a consolidated bill from the Company which contains the NGS Natural Gas Supply Services charges in a format that complies with the Commission's Customer Information and Disclosure Guidelines. (C)

4.13.3.2.3 Late payment charges shall be applied to all charges when the Customer has selected an NGS who has chosen Billing Option 2. The late payment charges for the NGS's Natural Gas Supply Services charges are part of the Terms of Service between the NGS and the Customer. (C)

4.13.3.2.4 In the event the NGS or the Company declares bankruptcy, the non-bankrupt party may elect to terminate its agreement for Billing Option 2. Such election shall be in writing and shall become effective with the billing cycle beginning ninety (90) days after written notification is received by the Company or the NGS. If the NGS elects to terminate its agreement specifying Billing Option 2, the NGS may not return to Billing Option 2 for one (1) year following the effective date of such election. If the Company elects to terminate its agreement to provide Billing Option 2 for a bankrupt NGS, the NGS may not return to Billing Option 2 until it emerges from bankruptcy. (C)

4.13 COMPANY BILLING OF NGS NATURAL GAS SUPPLY SERVICES - continued

4.13.4 Voluntary Purchase of Receivables Program

4.13.4.1 An NGS that elects Billing Option 2 for its customer accounts shall be required to sell all its accounts receivable to the Company as specified in this Purchase of Receivables (POR) program paragraph. The NGS shall be required to execute an Accounts Receivable Purchase Agreement with the Company to implement the POR program.

4.13.4.2 An NGS must elect Billing Option 2 for their residential customer accounts and shall sell all of its residential customer accounts receivable to the Company.

4.13.4.3 An NGS participating in the POR program by electing Billing Option 2 is required to accept a new customer for enrollment without regard to the credit-related issues or payment history.

4.13.4.4 An NGS participating in the POR program by electing Billing Option 2 shall not request a security deposit from a customer.

4.13.4.5 The Company will purchase the NGS receivables at a fixed reduced base discount rate which is based on the Company's experienced uncollectible accounts expense ratio established in the Company's then most recent base rate proceeding.

4.13.4.6 The Company will purchase only receivables associated with the NGS's Natural Gas Supply Services charges and no other products or services that may be provided by NGSs. The Natural Gas Supply Services charges eligible under the POR program shall not include any charges associated with the following: termination fees, energy efficiency service or equipment, a non-recurring charge billed by an NGS for calling the NGS call center or negotiating a payment arrangement, security deposits charged by an NGS, other equipment or services provided by an NGS such as heating equipment repairs or maintenance policies or any charges associated with carbon based attributes, including value added green products like carbon attributes. (C)

4.13.4.7 The Company will have the right to terminate a customer's service for failure to pay the NGS's Natural Gas Supply Services charges portion of the bill. Such termination of service will comply with all applicable laws and regulations regarding termination of service.

4.13.4.8 The Company may require full payment of any balance outstanding for the NGS's Natural Gas Supply Services charges before reconnecting service that has been terminated for nonpayment. When requiring full payment, the Company will comply with all applicable laws and regulations regarding reconnection of service.

4.13.4.9 The Company, at its discretion, may decide to terminate the Purchase of Receivables program. The Company will provide at least three (3) months advance notice to any NGS participating in the POR program and all parties to Docket No. P-2009-2099333.

(C) Indicates Change

4.13 COMPANY BILLING OF NGS NATURAL GAS SUPPLY SERVICES – continued

4.13.5 Distribution Billing Services.

4.13.5.1 The Company shall bill all Customers for its Distribution service regardless of whether the NGS or the Company provides Commodity Billing Services. The Company shall provide NGSs with individual Customer's usage data for the Customer's most recent billing cycle as Customers are billed by the Company.

4.13.5.2 The NGS's Natural Gas Supply Service quantities shall be determined from the Company's "Monthly Summary Billing Report." The "Monthly Summary Billing Report" reflects Customer's billed transport quantities as reported to the NGS, as generated within the Company's revenue reporting system. (C)

4.14 COMPLAINT HANDLING PROCESS

4.14.1 General Complaints. Choice Customers shall directly contact the party (NGS or the Company) responsible for the service in question as an initial step for complaint and problem resolution. If the Customer mistakenly contacted the wrong entity, the Customer shall be promptly referred to the appropriate contact. In the event of an unexpected loss of firm Natural Gas Distribution Service, the Customer shall be directed to the NGDC. If the Complaint involves the service of both the NGS and the Company, the Company will coordinate with the NGS so that a proper investigation to a customer dispute is conducted and completed within the time period prescribed by 52 Pa. Code §56.151(5). In such a complaint, the NGS shall provide all information needed by the Company relating to the Customer's dispute and must provide that information within five (5) business days after the Company requests the information. Complaints that pertain to 52 PA Code Chapter 56 (relating to standards and billing practices for residential utility service) matters shall be handled and resolved in accordance with the applicable standards in Chapter 56. The Company will give the PUC access to disclosure statements, billing and other Customer information resources for compliance reviews as deemed necessary by the PUC. PA. P.U.C. Docket No. M-00991249F0005. If a Customer informs the Company that the problem has not been resolved, the Company will inform the Customer of their right to file an informal appeal with the Bureau of Consumer Services at the Commission and provide the Customer with the toll-free telephone number and mailing address of the Commission.

(C) Indicates Change

4.14.2 Slamming Complaints. When a Customer contacts the Company after the 10 day waiting period and alleges that their NGS has been changed without their consent, the Company shall consider the matter a Customer-registered dispute and investigate and respond to the dispute consistent with the requirements found in §§56.151 and 56.152. A Customer who has had an NGS changed without having consented to the change shall be switched back to the previous Natural Gas Provider. Any charges involved in the switch back to the previous Natural Gas Provider shall be the responsibility of the NGS that initiated the change without the Customer's consent. PA. P.U.C. Docket No. M-00991249F006.

4.15 INDEMNIFICATION

4.15.1 The NGS shall indemnify, save harmless and at Company's option, defend Company from and against any and all losses, claims, demands, damages, costs (including, without limitation, reasonable attorney's fees), expenses, liabilities, proceedings, suits, actions, restrictions, injunctions, fines, judgments, penalties and assessments which Company may suffer for, on account of, by reason of or in connection with service provided under these Rules Applicable to Distribution Service, and in connection with any bodily injury, including death to any person or persons (including, without limitation, the NGS's employees) or any damage to or destruction of any property, including without limitation, loss of use thereof, arising out of, in any manner connected with or resulting from the gas or services furnished by the NGS under these Rules Applicable to Distribution Service.

4.16 TERMINATION OF AN NGS's PARTICIPATION UNDER THIS SCHEDULE

4.16.1 Should any NGS elect or be required to discontinue serving Customers on the Company's distribution system under Customer Choice, the NGS shall: a) provide all notices required under 66 Pa. C.S. Section 2207(i); b) reassign any capacity originally assigned to it by the Company back to the Company or assign to the Company any new, replacement and/or alternate capacity it acquired; or c) assign the capacity identified in "b)" to another NGS that has accepted assignment of the first "NGS's" Customers; and d) the NGS shall continue its obligation to maintain its financial security instrument until it has satisfied all of its outstanding claims of the Company Upon an NGS's discontinuation of Natural Gas Supply Services, the Company may offset any and all amounts owed to it by the NGS against any and all amounts owed by the Company to the NGS, including without limitation, charges for imbalance gas sold by the Company, out of period adjustments to the NGS's account, amounts owed to the NGS for bank balances, amounts owed to the NGS for accounts receivable collected by the Company, and amounts owed to the Company for OFO charges, etc. (C)

(C) Indicates Change

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9

COLUMBIA GAS OF PENNSYLVANIA, INC.

121 Champion Way, Suite 100 **Canonsburg, Pennsylvania**

RATES AND RULES

FOR

FURNISHING GAS SERVICE

IN

THE TERRITORY AS DESCRIBED HEREIN

ISSUED: March 16, 2018 EFFECTIVE: May 15, 2018

ISSUED BY: M. A. HUWAR, PRESIDENT
121 CHAMPION WAY, SUITE 100
CANONSBURG, PENNSYLVANIA 15317

NOTICE

This Tariff Supplement Makes Changes to the Existing Tariff - See List of Changes Made by This Tariff Supplement on Page Nos. 2 – 2b.

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Two Hundred Fortieth Revised Page No. 2
Columbia Gas of Pennsylvania, Inc. **Canceling Two Hundred Thirty-ninth Revised Page No. 2**

LIST OF CHANGES MADE BY THIS TARIFF SUPPLEMENT

Page	Page Description	Revision Description
Cover	Tariff Cover Page	Supplement No., Issue and Effective Date.
2 – 2b	List of Changes	List of Changes.
4	Table of Contents	Added Rider RNA – Revenue Normalization Adjustment as pages 144 – 145.
7	Description of Territory	Added "Venango Township" under "Butler County".
15	Rates Available Under This Tariff	Deleted item number 6 under "Rate SGDS – Small General Distribution Service".
16	Rate Summary	The Customer Charges, Usage Charges and Pass-through Charges increased.
17	Rate Summary	The Customer Charge increased for annual throughput < 6,440 therms. The Usage Charges increased. The Commercial and Industrial Network Charge is added.
18	Rate Summary	The Usage Charges increased. The Commercial and Industrial Network Charge is added.
19	Rate Summary	The Commercial and Industrial Network Charge is added.
20	Other Rates Summary	The Commercial and Industrial Network Charge is added.
21	Rider Summary	The USP Rider increased.
21b	Pass-through Charge Summary	The USP Rider increased.
41	4. Customer Installations	Format changes to subparagraph 4.9.1.
56	14. Customer's Use of Service	Revised paragraph 14.1 - Precautions to be Taken by Customer. Corrected a misspelling in paragraph 14.4 Liability for Damages.
60	17. Payment Terms	Revised paragraph 17.2 Payment Period.
86	Rate SGSS	Added the Commercial and Industrial Network Charge.

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Fifty-second Revised Page No. 2a
Columbia Gas of Pennsylvania, Inc. **Canceling Fifty-first Revised Page No. 2a**

LIST OF CHANGES MADE BY THIS TARIFF SUPPLEMENT

Page	Page Description	Revision Description
89	Rate SGDS	Deleted item number 6 under "Availability". Added the Commercial and Industrial Network Charge.
90	Rate SGDS	Added the Commercial and Industrial Network Charge. Moved the existing "Distribution System Improvement Charge" and "Applicable Sales Service Rate" paragraphs to page 91.
91	Rate SGDS	Added the existing "Distribution System Improvement Charge" and "Applicable Sales Service Rate" paragraphs from page 90. Moved the existing "Customer Development/Retention Provisions" part "b" to page 92.
92	Rate SGDS	Added the existing "Customer Development/Retention Provisions" part "b" from page 91.
93	Rate SCD	Added the Commercial and Industrial Network Charge.
97	Rate SDS	Added the Commercial and Industrial Network Charge. Moved the existing "Elective Balancing Service Rider" and the "Distribution System Improvement Charge" paragraphs to page 98.
98	Rate SDS	Added the existing "Elective Balancing Service Rider" and the "Distribution System Improvement Charge" paragraphs from page 97.
100	Rate LGSS	Added the Commercial and Industrial Network Charge.
101	Rate LGSS	Added the Commercial and Industrial Network Charge.
104	Rate LDS	Added the Commercial and Industrial Network Charge.
105	Rate LDS	Added the Commercial and Industrial Network Charge.
107	Rate MLSS	Added the Commercial and Industrial Network Charge.
108	Rate MLSS	Added the Commercial and Industrial Network Charge.
112	Rate MLDS	Added the Commercial and Industrial Network Charge. Moved existing "Main Line Extension Deposit Installment Plan" paragraph to page 113.
113	Rate MLDS	Added existing "Main Line Extension Deposit Installment Plan" paragraph from page 112. Moved existing "Special Provisions Applicable to All MLDS Customers" parts 1 and 2 to page 114.
114	Rate MLDS	Moved existing "Special Provisions Applicable to All MLDS Customers" parts 1 and 2 from page 113. Moved existing "Rules and Regulations" paragraph to 114a.
114a	Rate MLDS	Added existing "Rules and Regulations" paragraph from page 114.

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Thirty-eighth Revised Page No. 2b
Columbia Gas of Pennsylvania, Inc. **Canceling Thirty-seventh Revised Page No. 2b**

LIST OF CHANGES MADE BY THIS TARIFF SUPPLEMENT

Page	Page Description	Revision Description
120	Rate NSS	Added the Commercial and Industrial Network Charge. Moved existing "Special Provisions" part 5 to page 121.
121	Rate NSS	Added existing "Special Provisions" part 5 from page 120.
137	Rate DGDS	Corrected the last sentence in the first paragraph of "Availability". Added the Commercial and Industrial Network Charge.
138	Rate DGDS	Added the Commercial and Industrial Network Charge.
144	Rider RNA – Revenue Normalization Adjustment	All new text.
145	Rider RNA – Revenue Normalization Adjustment	All new text.
157	Purchased Gas Cost Rider	Revised the description of "Maximum Daily Quantity".
162	Rider WNA	Revised the applicable period and eliminated the deadband.
163	Rider WNA	Removed subparagraph "(i)". Changed label on paragraph "(j)" to "(i)".
202	RADS 3.3 Character of Service to be Rendered	Added "winter" to paragraph 3.3.1.
205	RADS 3.6 Seasonal Flow Orders (SFOs)	Corrected reference reflecting "Paragraph 2" to "Paragraph 3".

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Seventy-first Revised Page No. 4
Columbia Gas of Pennsylvania, Inc. **Canceling Seventieth Revised Page No. 4**

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(C) Indicates Change

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Ninth Revised Page No. 7
Columbia Gas of Pennsylvania, Inc. **Canceling Eighth Revised Page No. 7**

DESCRIPTION OF TERRITORY

ADAMS COUNTY

Abbottstown
Arendtsville
Aspers
Bendersville
Berwick Township
Biglerville
Butler Township
Caledonia
Cashtown
Conewago Township*
Cumberland Township
East Berlin
Fairfield
Fayetteville
Franklin Township
Freedom Township
Germany Township
Gettysburg
Hamilton Township
Hamiltonban Township
Hemptom
Littlestown
McSherrystown*
Menallen Township
Mt. Joy Township
Mt. Pleasant Township
New Oxford
Oxford Township
Reading Township
Strabane Township
Table Rock
Two Taverns
Tyrone Township
Union Township

ALLEGHENY COUNTY

The Company is certified to serve in all cities, boroughs and townships in Allegheny County.

ARMSTRONG COUNTY

Distant
Hovey Township
Madison Township
Mahoning Township
McWilliams
New Salem
Oakland
Oak Ridge
Parker City
Perry Township
Red Bank Township
South Bethlehem

BEAVER COUNTY

The Company is certified in serve in all cities, boroughs and townships in Beaver County.

BEDFORD COUNTY

Cumberland Valley Township
Londonderry Township
Mann Township
Southampton Township
State Line

BUTLER COUNTY

Adams Township
Allegheny Township
Annandale
Annisville
Brady Township
Bruin
Center Township
Cherry Township
Clay Township
Concord Township
Cranberry Township

BUTLER COUNTY (continued)

Criders Corners
Deegan
Eau Claire
Fairview
Fairview Township
Fallowfield Township
Forestville
Franklin Township
Harrisville
Karns City **
Marion Township
Mercer Township
Muddy Creek Township
North Washington
Parker Township
Slippery Rock Township
Valencia
Valencia Township
Venango Township (C)
Washington Township
West Liberty
Wick
Worth Township

CENTRE COUNTY ***

Bellefonte
Benner Township
Boggs Township
Burnside Township
College Township
Ferguson Township
Harris Township
Patton Township
Potter Township
Snow Shoe Township
Spring Township
State College
Union Township

* Territory formerly served under Tariff Gas-Pa. P.U.C. No. 7.
** Limited to industrial service to Permanent Service Identification (PSID) 400473084.
*** Territory formerly served under Tariff Gas-Pa. P.U.C. No. 6.

(C) Indicates Change

RATES AVAILABLE UNDER THIS TARIFF (Continued)

Rate SGDS - Small General Distribution Service (pp. 89-92)

Available, at one location, for the total requirements of any commercial or industrial customer meeting all of the following conditions:

1. The Customer's total annual throughput requirements, as determined under the Customer Charge provisions are less than or equal to 64,400 thm annually.

2. The Customer does not take service under any other rate schedule except Rate SS – Standby Service.

3. Customer acquires its own gas and executes an application and agreement with the Company, as specified in the Rules Applicable to Distribution Service section of this Tariff, for a period of not less than one (1) year for distribution service in accordance with all terms and conditions of such contract.

4. The customer is a member of an aggregation group pursuant to the provisions of the Rules Applicable to Distribution Service.

5. Priority One customers, as defined in the Service Limitations section of this tariff, must buy distribution service at the Priority One distribution rate, which includes recovery of purchased gas demand costs pursuant to the Purchased Gas Cost Rider as set forth in this tariff. All other SGDS customers wishing to contract for standby service may execute a contract for service under Rate SS - Standby Service.

Rate SGSS - Small General Sales Service (pp. 86-88)

This rate schedule is available, at one location, for the total requirements of any commercial or industrial customer whose total throughput requirements are less than or equal to 64,400 thm annually and who does not contract for distribution service.

Rate SS - Standby Service (pp. 134-136)

Available to any qualified customer receiving General Distribution Service or Negotiated Sales Service who executes a contract with the Company for service under this rate schedule for a period of not less than one (1) year.

Supplement No. 267 to
Tariff Gas - Pa. P.U.C. No. 9
One Hundred-twentieth Revised Page No. 16
Canceling One Hundred-nineteenth Revised Page No. 16

Columbia Gas of Pennsylvania, Inc.

Rate Summary

Rate per thm

Residential Rate Schedules		Distribution Charge	Revenue Normalization Adjustment	Gas Supply Charge 1/	Gas Cost Adjustment	Pass-Through Charge 2/	State Tax Adjustment Surcharge 3/	Total Effective Rate
Rate RSS - Residential Sales Service								
Customer Charge	$	18.25					0.00	18.25
Usage Charge	$	0.64140	-	0.30646	(0.00525)	0.22392	0.00000	1.16653
Rate RDS - Residential Distribution Service								
Customer Charge	$	18.25					0.00	18.25
Usage Charge:								
Customers Electing CHOICE	$	0.64140	-	-	-	0.19285	0.00000	0.83425

1/ Please see Page No. 21a for rate components.
2/ Please see Page No. 21b for rate components.
3/ The STAS percentage is reflected on Page No. 20 and is applied to the Customer Charge and the Distribution Charge.

Issued: March 16, 2018

Effective: May 15, 2018

M. A. Huwar - President

Columbia Gas of Pennsylvania, Inc.

Supplement No. 267 to
Tariff Gas - Pa. P.U.C. No. 9
Seventy-first Revised Page No. 17
Canceling Seventieth Revised Page No. 17

Rate Summary

Rate per thm

Commercial / Industrial Rate Schedules <= 64,400 therms - 12 Months Ending October		Distribution Charge		Gas Supply Charge 1/	Gas Cost Adjustment	Pass-through Charge 2/	State Tax Adjustment Surcharge 3/	Total Effective Rate	
Rate SGSS - Small General Sales Service									
Customer Charge:									
Annual Throughput <= 6,440 thm	$	22.75					0.00	22.75	
Annual Throughput > 6,440 thm and <= 64,400 thm	$	48.00					0.00	48.00	
C&I Network Charge (Per Bill):									
Annual Throughput => 50,000 thm and <= 64,400 thm	$	319.60	5/				0.00	319.60	
Usage Charge									
Annual Throughput <= 6,440 thm	$	0.43643		0.30307	(0.00525)	0.12277	0.00000	0.85702	
Annual Throughput > 6,440 thm and <= 64,400 thm	$	0.38082		0.30307	(0.00525)	0.12277	0.00000	0.80141	
Rate SCD - Small Commercial Distribution									
Customer Charge:									
Annual Throughput <= 6,440 thm	$	22.75					0.00	22.75	
Annual Throughput > 6,440 thm and <= 64,400 thm	$	48.00					0.00	48.00	
C&I Network Charge (Per Bill):									
Annual Throughput => 50,000 thm and <= 64,400 thm	$	319.60	5/				0.00	319.60	
Usage Charge: Customers Electing CHOICE									
Annual Throughput <=6,440 thm	$	0.43643		-	-	0.09170	0.00000	0.52813	
Annual Throughput >6,440 and <=64,400 thm	$	0.38082		-	-	0.09170	0.00000	0.47252	
Rate SGDS - Small General Distribution Service									
Customer Charge:									
Annual Throughput <= 6,440 thm	$	22.75					0.00	22.75	
Annual Throughput > 6,440 thm and <= 64,400 thm	$	48.00					0.00	48.00	
C&I Network Charge (Per Bill):									
Annual Throughput => 50,000 thm and <= 64,400 thm	$	319.60	5/				0.00	319.60	
Usage Charge - Priority One									
Annual Throughput <= 6,440 thm	$	0.42423		-	-	0.12277	0.00000	0.54700	4/
Annual Throughput > 6,440 thm and <= 64,400 thm	$	0.36862		-	-	0.12277	0.00000	0.49139	4/
Usage Charge - Non-Priority One									
Annual Throughput <= 6,440 thm	$	0.42423		-	-	0.00010	0.00000	0.42433	4/
Annual Throughput > 6,440 and <= 64,400 thm	$	0.36862		-	-	0.00010	0.00000	0.36872	4/

1/ Please see Page No. 21a for rate components.
2/ Please see Page No. 21b for rate components.
3/ The STAS percentage is reflected on Page No. 20 and is applied to the Customer Charge and the Distribution Charge.
4/ Plus Rider EBS Option 1 or 2 - See Page 21.
5/ The C&I Network Charge will first appear on a customer's bill after the network equipment has been installed at the customer's facility and is operating as designed.

Issued: March 16, 2018

Effective: May 15, 2018

M. A. Huwar - President

Supplement No. 267 to
Tariff Gas - Pa. P.U.C. No. 9
One Hundred-fifth Revised Page No. 18
Columbia Gas of Pennsylvania, Inc. **Cancelling One Hundred-fourth Revised Page No. 18**

Rate Summary

Rate per thm

Commercial / Industrial Rate Schedules > 64,400 therms - 12 Months Ending October	Distribution Charge	Gas Supply Charge 1/	Gas Cost Adjustment	Pass-through Charge 2/	State Tax Adjustment Surcharge 3/	Total Effective Rate
Rate LGSS - Large General Sales Service						
Customer Charge:						
Annual Throughput > 64,400 thm and <= 110,000 thm	$ 229.75				0.00	229.75
Annual Throughput > 110,000 thm and <= 540,000 thm	$ 757.34				0.00	757.34
Annual Throughput > 540,000 thm and <= 1,074,000 thm	$ 1,947.06				0.00	1,947.06
Annual Throughput > 1,074,000 thm and <= 3,400,000 thm	$ 3,028.76				0.00	3,028.76
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$ 5,841.18				0.00	5,841.18
Annual Throughput > 7,500,000 thm	$ 8,653.60				0.00	8,653.60
C&I Network Charge (Per Bill):						
Annual Throughput > 64,400 thm and <= 540,000 thm	$ 319.60 5/				0.00	319.60
Annual Throughput > 540,000 thm	$ 368.76 5/				0.00	368.76
Usage Charge:						
Annual Throughput > 64,400 thm and <= 110,000 thm	$ 0.24365	0.30198	(0.00525)	0.12267	0.00000	0.66305
Annual Throughput > 110,000 thm and <= 540,000 thm	$ 0.22780	0.30198	(0.00525)	0.12267	0.00000	0.64720
Annual Throughput > 540,000 thm and <= 1,074,000 thm	$ 0.15021	0.30198	(0.00525)	0.12267	0.00000	0.56961
Annual Throughput > 1,074,000 thm and <= 3,400,000 thm	$ 0.13323	0.30198	(0.00525)	0.12267	0.00000	0.55263
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$ 0.11956	0.30198	(0.00525)	0.12267	0.00000	0.53896
Annual Throughput > 7,500,000 thm	$ 0.07115	0.30198	(0.00525)	0.12267	0.00000	0.49055
Rate SDS - Small Distribution Service						
Customer Charge:						
Annual Throughput > 64,400 thm and <= 110,000 thm	$ 229.75				0.00	229.75
Annual Throughput > 110,000 thm and <= 540,000 thm	$ 757.34				0.00	757.34
C&I Network Charge (Per Bill):						
Annual Throughput > 64,400 thm and <= 540,000 thm	$ 319.60 5/				0.00	319.60
Usage Charge:						
Annual Throughput > 64,400 thm and <= 110,000 thm	$ 0.24365	-	-	-	0.00000	0.24365 4/
Annual Throughput > 110,000 thm and <= 540,000 thm	$ 0.22780	-	-	-	0.00000	0.22780 4/
Rate LDS - Large Distribution Service						
Customer Charge:						
Annual Throughput > 540,000 thm and <= 1,074,000 thm	$ 1,947.06				0.00	1,947.06
Annual Throughput > 1,074,000 thm and <= 3,400,000 thm	$ 3,028.76				0.00	3,028.76
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$ 5,841.18				0.00	5,841.18
Annual Throughput > 7,500,000 thm	$ 8,653.60				0.00	8,653.60
C&I Network Charge (Per Bill):						
Annual Throughput > 540,000 thm	$ 368.76 5/				0.00	368.76
Usage Charge:						
Annual Throughput > 540,000 thm and <= 1,074,000 thm	$ 0.15021	-	-	-	0.00000	0.15021 4/
Annual Throughput > 1,074,000 thm and <= 3,400,000 thm	$ 0.13323	-	-	-	0.00000	0.13323 4/
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$ 0.11956	-	-	-	0.00000	0.11956 4/
Annual Throughput > 7,500,000 thm	$ 0.07115	-	-	-	0.00000	0.07115 4/

1/ Please see Page No. 21a for rate components.
2/ Please see Page No. 21b for rate components.
3/ The STAS percentage is reflected on Page No. 20 and is applied to the Customer Charge and the Distribution Charge.
4/ Plus Rider EBS Option 1 or 2 - See Page 21.
5/ The C&I Network Charge will first appear on a customer's bill after the network equipment has been installed at the customer's facility and is operating as designed.

Issued: March 16, 2018 **Effective: May 15, 2018**

M. A. Huwar - President

Supplement No. 267 to
Tariff Gas - Pa. P.U.C. No. 9
Thirty-fourth Revised Page No. 19
Canceling Thirty-third Revised Page No. 19

Columbia Gas of Pennsylvania, Inc.

Rate Summary

Rate per thm

Main Line Service Rate Schedules Commercial / Industrial	Distribution Charge	Gas Supply Charge 1/	Gas Cost Adjustment	Pass-through Charge 2/	State Tax Adjustment Surcharge 3/	Total Effective Rate
Rate MLSS - Main Line Sales Service						
Customer Charge:						
Annual Throughput > 274,000 thm and <= 540,000 thm	$ 469.34				0.00	469.34
Annual Throughput > 540,000 thm and <= 1,074,000 thm	$ 1,149.00				0.00	1,149.00
Annual Throughput > 1,074,000 thm and <= 3,400,000 thm	$ 2,050.00				0.00	2,050.00
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$ 4,096.00				0.00	4,096.00
Annual Throughput > 7,500,000 thm	$ 7,322.00				0.00	7,322.00
C&I Network Charge (Per Bill):						
Annual Throughput > 274,000 thm	$ 351.52 5/				0.00	351.52
Usage Charge:						
MLS Class I Annual Throughput > 274,000 thm	$ 0.00937	0.30198	(0.00525)	0.12267	0.00000	0.42877
MLS Class II:						
Annual Throughput > 2,146,000 thm and <= 3,400,000 thm	$ 0.04479	0.30198	(0.00525)	0.12267	0.00000	0.46419
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$ 0.03874	0.30198	(0.00525)	0.12267	0.00000	0.45814
Annual Throughput > 7,500,000 thm	$ 0.03355	0.30198	(0.00525)	0.12267	0.00000	0.45295
Rate MLDS - Main Line Distribution Service						
Customer Charge:						
Annual Throughput > 274,000 thm and <= 540,000 thm	$ 469.34				0.00	469.34
Annual Throughput > 540,000 thm and <= 1,074,000 thm	$ 1,149.00				0.00	1,149.00
Annual Throughput > 1,074,000 thm and <= 3,400,000 thm	$ 2,050.00				0.00	2,050.00
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$ 4,096.00				0.00	4,096.00
Annual Throughput > 7,500,000 thm	$ 7,322.00				0.00	7,322.00
C&I Network Charge (Per Bill):						
Annual Throughput > 274,000 thm	$ 351.52 5/				0.00	351.52
Usage Charge:						
MLS Class I Annual Throughput > 274,000 thm	$ 0.00937	-	-	-	0.00000	0.00937 4/
MLS Class II:						
Annual Throughput > 2,146,000 thm and <= 3,400,000 thm	$ 0.04479	-	-	-	0.00000	0.04479 4/
Annual Throughput > 3,400,000 thm and <= 7,500,000 thm	$ 0.03874	-	-	-	0.00000	0.03874 4/
Annual Throughput > 7,500,000 thm	$ 0.03355	-	-	-	0.00000	0.03355 4/

1/ Please see Page No. 21a for rate components.
2/ Please see Page No. 21b for rate components.
3/ The STAS percentage is reflected on Page No. 20 and is applied to the Customer Charge and the Distribution Charge.
4/ Plus Rider EBS Option 1 or 2 - See Page 21.
5/ The C&I Network Charge will first appear on a customer's bill after the network equipment has been installed at the customer's facility and is operating as designed.

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Supplement No. 267 to
Tariff Gas - Pa. P.U.C. No. 9
One Hundred-fifth Revised Page No. 20
Columbia Gas of Pennsylvania, Inc. **Canceling One Hundred-fourth Revised Page No. 20**

Other Rates Summary

Rate per thm

Description		Rate $/ thm		Applicable Rate Schedules
Penalty Credit/Pipeline Refund Passback - Non-Residential	$	(0.00106)	1/	SGSS/SGDS-P1/SCD/LGSS/MLSS
Price to Compare for Residential Gas Supply	$	0.33228	2/	RSS
Price to Compare for Commercial Gas Supply	$	0.32889	2/	SGSS (< = 64,400 thms)
State Tax Adjustment Surcharge Percentage		0.00000%		Customer and Distribution Charges on all rates
Rate SS - Standby Service	$	0.77466		Per therm based on a customer's Maximum Daily Firm Requirement. See Pages 134 - 136 herein for detail.
Commercial and Industrial Network Charge per bill	$	319.60	3/	SGSS/SGDS/SCD/DGDS => 50,000 and <= 64,400 thms/year
	$	319.60	3/	SDS/LGSS/DGDS >64,400 and <= 540,000 thms/year
	$	368.76	3/	LDS/LGSS/DGDS >540,000 thms/year
	$	351.52	3/	MLDS/MLSS/DGDS/NSS otherwise qualifying for Main Line Service

1/ Penalty Credit and Pipeline Refund passback effective October 2017-September 2018.
2/ Please see Page No. 21c for rate components.
3/ The C&I Network Charge will first appear on a customer's bill after the network equipment has been installed at the customer's facility and is operating as designed.

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Supplement No. 267 to
Tariff Gas - Pa. P.U.C. No. 9
One Hundred thirtieth Revised Page No. 21
Canceling One Hundred twenty-ninth Revised Page No. 21

Columbia Gas of Pennsylvania, Inc.

Rider Summary

Riders	Rate	Applicable Rate Schedules
Customer Choice - Rider CC	$ 0.00010 /thm	RSS/RDS/SGSS/SGDS/SCD/DGDS
Universal Service Plan - Rider USP	$ 0.10009 /thm	RSS/RDS
Distribution System Improvement Charge - Rider DSIC	0.00000%	This percentage is applied to a portion of the Distribution Charge and the Customer Charge. See Pages 177-180 for Rider DSIC details.
Elective Balancing Service - Rider EBS:		
Option 1 - Small Customer	$ 0.01618 /thm	SGDS/SDS
Option 1 - Large Customer	$ 0.00843 /thm	LDS/MLDS
Option 2 - Small Customer	$ 0.00697 /thm	SGDS/SDS
Option 2 - Large Customer	$ 0.00226 /thm	LDS/MLDS
Gas Procurement Charge - Rider GPC	$ 0.00695 /thm	RSS/SGSS/LGSS/MLSS
Merchant Function Charge - Rider MFC	$ 0.00448 /thm	RSS
Merchant Function Charge - Rider MFC	$ 0.00109 /thm	SGSS
Revenue Normalization Adjustment - Rider RNA	$ - /thm	RSS/RDS
Purchased Gas Cost - Rider PGC	Pg. 21a & 21b	Rate Schedules specified on Page 21a & 21b

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Supplement No. 267 to
Tariff Gas - Pa. P.U.C. No. 9
Forty-seventh Revised Page No. 21b
Canceling Forty-sixth Revised Page No. 21b

Columbia Gas of Pennsylvania, Inc.

Pass-through Charge Summary

Rate per thm

Rate Schedule		PGDC	PGDC "E" Factor	Capacity Assignment Factor	Pipeline Refund/ Penalty Credits	Rider CC	Rider USP	Total Pass-through
Rate CAP - Customer Assistance Plan	$	0.11516	0.00857	-	-	-	-	0.12373
Rate RSS - Residential Sales Service	$	0.11516	0.00857	-	-	0.00010	0.10009	0.22392
Rate SGSS - Small General Sales Service	$	0.11516	0.00857	-	(0.00106)	0.00010	-	0.12277
Rate LGSS - Large General Sales Service	$	0.11516	0.00857	-	(0.00106)	-	-	0.12267
Rate MLSS - Main Line Sales Service	$	0.11516	0.00857	-	(0.00106)	-	-	0.12267
Rate RDS - Residential Distribution Service	$	0.11516	0.00857	(0.03107)	-	0.00010	0.10009	0.19285
Rate SCD - Small Commercial Distribution (Choice)	$	0.11516	0.00857	(0.03107)	(0.00106)	0.00010	-	0.09170
Rate SGDS - Small General Distribution Service								
Priority One (P1)	$	0.11516	0.00857	-	(0.00106)	0.00010	-	0.12277
Non-Priority One (NP1)		-	-	-	-	0.00010	-	0.00010
Rate SDS - Small Distribution Service	$	-	-	-	-	-	-	-
Rate LDS - Large Distribution Service	$	-	-	-	-	-	-	-
Rate MLDS - Main Line Distribution Service	$	-	-	-	-	-	-	-

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M. A. Huwar - President

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

4. Customer's Installations – Continued

4.8 Temporary Service

The customer shall pay the cost for all material, labor and all other necessary expense incurred by the Company in supplying gas service to the customer for any temporary purpose or use, and shall pay the cost of removing material after service is discontinued, in addition to the regular payments for gas used. The Company will credit the customer with the reasonable salvage value of any material recovered.

4.9 Service Lines

4.9.1 The customer shall install at his expense the service line to the point of connection designated by the Company. (See Rule 8.1 Service Connections)

4.9.2 The service line to be installed by the customer shall be in accordance with the Company's requirements as to diameter. All material and construction must be of a quality accepted by the best gas fitting practices, and must conform with the Company's Rules and Regulations governing the installation of service lines.

4.9.3 In those cases where the service connection of the Company has been installed, the customer shall connect the service line installed by him to the service connection of the Company in a manner required by the Company. In those cases where the service connection of the Company has not been installed, the Company shall connect the service line installed by the customer to the service connection of the Company.

4.9.4 When feasible and practical to do so, a building may not have more than one service line. No additional tap or service lines shall be made or meter set for gas service to a garage, or other building on any lot where there already exists a service line to the residence or main building of the customer.

4.9.5 When feasible and practical to do so, a service line must terminate at the inlet valve of the meter set in the building in which the service line enters.

4.9.6 When feasible and practical to do so, the customer's service line must be installed in a straight line perpendicular to the main.

4.10 Regulators

Except as otherwise provided herein, the pressure of gas flowing into a customer's meter shall be controlled by a device owned by the Company and referred to as a regulator. The Company shall determine the type and size of the regulator as well as procure, install and maintain the regulator. The Company may from time to time change or alter the regulator to ensure adequate pressure to serve the customer.

In rural areas, where gas service is obtained from a high pressure line, the necessary regulator or regulators and safety devices required to reduce the pressure from the maximum pressure at the high pressure line to a suitable utilization pressure are to be installed at the customer's expense.

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Tenth Revised Page No. 56
Columbia Gas of Pennsylvania, Inc. **Canceling Ninth Revised Page No. 56**

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

14. Customer's Use of Service

14.1 Precautions to be Taken by Customer

A customer shall take due care to prevent any waste of gas. The responsibility of detection of defects and leaks on the customer's premises, and in the service line when owned by the customer (See the "Service Connections" paragraph under Rule 8. Extensions of this tariff), is upon the customer. Defects among other things shall mean failure or deficiency of gas, irregular supply, leakage and excessive pressure. In case of detection of any defect within his premises, the customer shall immediately vacate the premises and then, immediately thereafter, notify the Company so that the conditions existing may receive prompt and proper attention. When gas has been shut off because of a leak in house lines or fixtures or other hazardous conditions of service, it shall not be turned on again until such leak or other hazardous conditions have been repaired and made safe either by a competent plumber or gas-fitter. (C)

14.2 Sale of Gas by Customer

The customer shall not sell gas purchased by him from the Company to other occupants of the premises or to other premises without the written permission of the Company.

14.3 Fluctuations

Gas service must not be used in such a manner as to cause unusual fluctuations or disturbances in the Company's supply system, and in the case of a violation of this rule, the Company may discontinue service or require the customer to modify his installation and/or equip it with approved controlling devices.

14.4 Liability for Damages

In the absence of proof of causal negligence, the Company shall not be liable for any injury to persons or damage to property arising or accruing in any manner whatsoever from the use of gas. (C)

14.5 Residential Appliance Efficiency Information

The Company shall maintain a list of the names and telephone numbers of the major manufacturers of residential gas appliances. Upon request from a customer, which can come via e-mail (cpacustserv@nisource.com), letter, or phone call, the Company will provide the customer with a particular manufacturer's telephone number and address so that the customer may contact the manufacturer directly for energy efficiency information.

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS (Continued)

17. Payment Terms

17.1 Billing Period

Bills for service to all customers will be rendered monthly at the rates set forth from time to time in the Company's then effective Tariff on file with the Pennsylvania Public Utility Commission.

The Company will offer each customer participating in the Choice program, the option of a consolidated bill by the Company which contains the NGS charges in a format that complies with the Commission's Customer Information and Disclosure Guidelines. If the NGS provides billing services for its charges, the customer can choose to receive one bill containing only the Company's charges and a second bill from the NGS containing only the NGS's charges. The conditions under which the Company will exchange data with the NGS to effectuate either of these billing options is set forth in more detail in the Rules Applicable to Distribution Service.

17.2 Payment Period (C)

Bills are due upon transmittal and payment may be made by the customer by mailing a check to the address for payment designated on the bills, or at a Columbia authorized collection agency, or any other method designated by the Company. The final date for payment will not fall on a Saturday, Sunday or holiday, and will be at least twenty (20) days after transmittal for residential customers and at least fifteen (15) days after transmittal for other than residential customers. Failure to receive the bill will not excuse customers from payment obligations and payments must be made without regard to any counter claims whatsoever.

17.3 Payments by Mail

Any remittance received by mail at the address for payment designated by the Company on the customer's bill, bearing U.S. Post Office stamp date corresponding with or previous to the last date of payment, will be accepted by the Company as compliance with the terms of payment.

17.4 Payment of Cash Deposits

Upon reconnection of service at a premise previously terminated for non-payment, the Applicant may be required to pay a deposit and shall have up to 90 days to pay the deposit in accordance with the provisions of Chapter 56. Applicants requesting service at a premise not previously terminated for non-payment may be required to pay the full amount of the deposit prior to connection.

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Fifty-ninth Revised Page No. 86
Columbia Gas of Pennsylvania, Inc. **Canceling Fifty-eighth Revised Page No. 86**

RATE SGSS - SMALL GENERAL SALES SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available, at one location, for the total requirements of any commercial or industrial customer whose total throughput requirements are less than or equal to 64,400 thm annually, and who does not contract for distribution service.

RATE

The customers under this rate schedule shall be subject to a Customer Charge, a Gas Supply Charge, a Distribution Charge, a Pass-through Charge, a Gas Cost Adjustment and a Commercial and Industrial Network (C&I Network) Charge, if applicable. (C)
The rate information is detailed in the Rate Summary pages of this Tariff.

COMMERCIAL AND INDUSTRIAL NETWORK CHARGE (C)

Customer accounts equal to or greater than 50,000 thms annually are subject to the Commercial and Industrial Network (C&I Network) Charge after the network equipment has been installed at the customer's facility and is operating as designed.

MINIMUM CHARGE

The minimum charge shall be the Customer Charge and the C&I Network Charge, if applicable. (C)

DETERMINATION OF CUSTOMER CHARGE

The Customer Charge will be determined based upon the Customer's actual throughput quantities, including sales and distribution, measured in therms (thm), for the twelve most recent billing cycle periods ending with the October billing cycle. If a Customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the Customer to submit estimated annual gas requirement, including sales and distribution, upon which to develop the Customer Charge. The Company in all cases retains the right to review and modify the Customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change as of the January billing cycle of each year.

In all cases, the Company reserves the right to review the Customer Charge and, upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which results in a measurable permanent change in the customer's requirement or consumption.

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Ninth Revised Page No. 89
Columbia Gas of Pennsylvania, Inc. **Canceling Eighth Revised Page No. 89**

RATE SGDS - SMALL GENERAL DISTRIBUTION SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available, at one location, for the total requirements of any commercial or industrial customer meeting all of the following conditions:

1. The Customer's total annual throughput requirements, as determined under the Customer Charge provisions below, are less than or equal to 64,400 thm annually.

2. The Customer does not take service under any other rate schedule except Rate SS – Standby Service.

3. Customer acquires its own gas and executes an application and agreement with the Company, as specified in the Rules Applicable to Distribution Service section of this Tariff, for a period of not less than one (1) year for distribution service in accordance with all terms and conditions of such contract.

4. The customer is a member of an aggregation group pursuant to the provisions of the Rules Applicable to Distribution Service.

5. Priority One customers, as defined in the Service Limitations section of this Tariff, must buy distribution service at the Priority One distribution rate, which includes recovery of purchased gas demand costs pursuant to the Purchased Gas Cost Rider as set forth in this Tariff. All other SGDS customers wishing to contract for Standby Service may execute a contract for service under Rate SS – Standby Service.

CHARACTER OF SERVICE

Distribution Service furnished pursuant to this rate schedule shall be considered firm service on the Company's system; provided, however, that it is the customer's obligation to deliver sufficient gas supplies to the mutually agreed upon receipt point in the Company's facilities.

RATE

The customers under this rate schedule shall be subject to a Customer Charge, a Distribution Charge, a Pass-through Charge and a Commercial and Industrial Network (C&I Network) Charge, if applicable. (C)

The rate information is detailed in the Rate Summary pages of this Tariff.

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff.

RATE SGDS - SMALL GENERAL DISTRIBUTION SERVICE (Continued)

DETERMINATION OF CUSTOMER CHARGE

The Customer Charge will be determined based upon the Customer's actual throughput quantities, including sales and distribution, measured in therms (thm), for the twelve most recent billing cycle periods ending with the October billing cycle. If a Customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the Customer to submit estimated annual gas requirements, including sales and distribution, upon which to develop the Customer Charge. The Company in all cases retains the right to review and modify the Customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change as of the January billing cycle of each year.

In all cases, the Company reserves the right to review the Customer Charge and, upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which results in a measurable permanent change in the customer's requirement or consumption.

COMMERCIAL AND INDUSTRIAL NETWORK CHARGE (C)

Customer accounts equal to or greater than 50,000 thms annually are subject to the Commercial and Industrial Network (C&I Network) Charge after the network equipment has been installed at the customer's facility and is operating as designed.

MINIMUM CHARGE (C)

The minimum charge shall be the sum of (a) the Customer Charge; (b) the purchased gas demand charges, if any, under Rate SS; and (c) the C&I Network Charge, if applicable. In the event of curtailment in the delivery of gas by the Company below the Maximum Daily Firm Requirement of the Customer, if any, under Rate SS, or complete or partial suspension of operation by the customer due to strikes, fires, floods, explosions or other similar casualties, the Customer Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service or complete or partial suspension of operation bears to the number of days in the billing period.

STATE TAX ADJUSTMENT SURCHARGE

The charges are subject to a State Tax Adjustment Surcharge as set forth in this tariff.

RIDER PGC

The Pass-through Charge for Priority One Service includes recovery of Purchased Gas Demand Costs pursuant to the Purchased Gas Cost Rider as set forth in this Tariff.

ELECTIVE BALANCING SERVICE RIDER

Distribution service under this rate schedule shall be subject to the provisions of Rider EBS as set forth in this Tariff.

CUSTOMER CHOICE RIDER

If applicable, the Customer Choice charge pursuant to Rider CC will be reflected in the Pass-through Charge on the customer bill.

(C) Indicates Change

RATE SGDS - SMALL GENERAL DISTRIBUTION SERVICE (Continued)

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate SGDS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

APPLICABLE SALES SERVICE RATE

Priority One customers desiring to purchase gas shall be charged an amount for recovery of purchased gas costs as set forth in the Rules Applicable to Distribution Service, plus the Priority One Service rate.

Non-Priority One distribution customers under this Rate Schedule desiring to purchase gas shall be charged an amount for recovery of purchased gas costs as set forth in the Rules Applicable to Distribution Service, plus the non-gas portion of the distribution rate.

Sales service hereunder shall be considered imbalance gas as defined in the Rules Applicable to Distribution Service section of this tariff. The Company undertakes no responsibility to obtain sufficient gas supplies to avoid interruption of sales service on a daily basis, and sales service is totally interruptible on any day when the Company gives notice to the customer that gas supply is inadequate to supply the customer's requirements, except to the extent the customer nominates Maximum Daily Firm Requirement under Rate SS.

The Company shall give the customer 2 hours advance notice of interruption. Customer agrees that Company shall not be liable for any loss or damage that may be sustained by the customer by reason of any interruption of service.

A Non-Priority One customer is subject to a charge for unauthorized takes after notice to interrupt. On any day when a Non-Priority One customer has be given notice by the Company to interrupt, any quantity of gas taken in excess of the quantity specified to be made available that day shall constitute unauthorized takes and shall be subject to the charges set forth in the Rules Applicable to Distribution Service. Payments of such penalty charge shall be in addition to the charges specified in this rate schedule.

TERMS OF PAYMENT

Bills for distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall be not less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill a delayed payment penalty charge of one and one-quarter percent (1 1/4%) per billing cycle will accrue on the portion of the bill that is unpaid on the due date.

CUSTOMER DEVELOPMENT/RETENTION PROVISIONS

1. An existing Customer currently receiving service under this rate schedule or a potential Customer eligible to receive service under this rate schedule is eligible to receive special development/retention rates, if the customer meets the following conditions:

    a. The Customer agrees to enter into a three-year contract for service under this rate schedule.

(C) Indicates Change

RATE SGDS - SMALL GENERAL DISTRIBUTION SERVICE (Continued)

CUSTOMER DEVELOPMENT/RETENTION PROVISIONS (Continued)

b. The Customer gives the Company a sworn affidavit stating that, absent service under these Customer Development/ Retention Provisions, the Customer would install an alternate source of energy; would construct facilities to obtain gas service from an alternative source; or would not construct facilities or operations in the Company's operating territory.

c. If the Customer qualifies under these Customer Development/Retention Provisions, the monthly charges for service to the Customer shall be computed based upon a declining, percentage reduction in the Distribution Charge under this rate schedule. The Customer Charge, Gas Supply Charge, Pass-through Charge, penalties and charges of third party transporters, if any, to a Customer served under this rate schedule are not subject to reduction. The percentage reductions are as follows:

First Year	35% reduction
Second Year	25% reduction
Third Year	15% reduction

2. Except as modified by the terms of these Customer Development/Retention Provisions, all provisions of this rate schedule apply to service to the Customer.

SPECIAL PROVISIONS

1. If service is discontinued at the request of the customer, the Company shall be under no obligation to reconnect service to the same customer on the same premises until the customer pays the minimum charge for each billing cycle of the intervening period, but not to exceed twelve (12) months.

2. Where a customer has installed a gas light(s) in lighting devices approved by the Company, and the gas used by such light(s) is unmetered, the gas consumed by such light(s) shall be assumed to be twenty-one (21) thm per billing cycle when the Btu/hr input rating for such light(s) is 2,700 or less. For each additional 1,350 Btu/hr or fraction thereof, the assumed consumption shall be increased by eleven (11) thm per billing cycle. 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.

3. Energy usage eligibility for this rate schedule will be determined annually. In the event the Customer's total annual purchases of sales and distribution are in excess of 64,400 thm, the customer shall be transferred to Rate SDS, or Rate LDS, as applicable.

4. The Company reserves the right, as a condition of service or as a condition of continuation of service under this rate schedule, to require the customer to install and bear the costs associated with a daily demand reading meter plus all costs associated with dedicated telephone lines and telemetering equipment, and such installation shall be at the expense of the customer, excluding the cost of the meter. The meter and associated telemetering equipment shall be the property of the Company.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern where applicable, the supply of gas service under this rate schedule.

(C) Indicates Change

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Tenth Revised Page No. 93
Columbia Gas of Pennsylvania, Inc. **Canceling Ninth Revised Page No. 93**

RATE SCD - SMALL COMMERCIAL DISTRIBUTION

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available to any commercial customer meeting the following conditions:

1. The customer's historic throughput is less than or equal to 64,400 thm annually.

2. The customer does not take service under any other rate schedule.

3. The customer or group of customers having an aggregate annual demand of at least 53,650 thm or a minimum of 50 customers and in compliance with the aggregation provisions in the Rules Applicable to Distribution Service elect an NGS to provide natural gas commodity service. The gas supply for each aggregation must enter the Company's system at a city gate(s) used by the Company to serve the customers unless otherwise permitted by Columbia.

CHARACTER OF SERVICE

Service furnished pursuant to this rate schedule shall be considered firm service.

RATE

The customers under this rate schedule shall be subject to a Customer Charge, a Distribution Charge, a Pass-through Charge and a Commercial and Industrial Network (C&I Network) Charge, if applicable. (C)

The rate information is detailed in the Rate Summary pages of this Tariff.

The Pass-through Charge includes the applicable Purchase Gas Demand Cost rate.

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff.

COMMERCIAL AND INDUSTRIAL NETWORK CHARGE (C)

Customer accounts equal to or greater than 50,000 thms annually are subject to the C&I Network Charge after the network equipment has been installed at the customer's facility and is operating as designed.

MINIMUM CHARGE

The minimum charge shall be the Customer Charge and the C&I Network Charge, if applicable. (C)

STATE TAX ADJUSTMENT SURCHARGE

The charges described in this rate schedule are subject to a State Tax Adjustment Surcharge as set forth in the tariff.

(C) Indicates Change

RATE SDS - SMALL DISTRIBUTION SERVICE (Continued)

RATE

The customers under this rate schedule shall be subject to a Customer Charge, a Distribution Charge and a Commercial and Industrial Network (C&I Network) Charge. (C)

The rate information is detailed in the Rate Summary pages of this Tariff.

The Customer Charge will be determined based upon the customer's actual throughput quantities, including sales and distribution, measured in therms (thm), for the twelve most recent billing cycle periods ending with the October billing cycle. If a customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the customer to submit estimated annual gas requirements, including sales and distribution, upon which to develop the Customer Charge. The Company in all cases retains the right to review and modify the customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change as of the January billing cycle of each year.

In all cases, the Company reserves the right to review the Customer Charge and, upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which results in a measurable permanent change in the customer's requirement or consumption.

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff.

MAIN LINE EXTENSION DEPOSIT INSTALLMENT PLAN

Applicants eligible for Rate Schedule SDS who have entered into an agreement with the Company to make payments for a main line extension pursuant to the Payment Period of Deposit paragraph in the Capital Expenditure Policy section of Rule 8. Extensions of these Rules and Regulations Governing the Distribution and Sale of Gas, will have the installment amount included in the cyclical bill for service issued by the Company. The installment amount will be added to the Customer Charge for the duration of the installment payment plan.

COMMERCIAL AND INDUSTRIAL NETWORK CHARGE (C)

Customer accounts are subject to the applicable Commercial and Industrial Network Charge (C&I Network Charge) after the network equipment has been installed at the customer's facility and is operating as designed.

MINIMUM CHARGE

The minimum charge shall be the sum of: (a) the Customer Charge; (b) purchased gas demand charges, if any, under Rate SS; plus (c) the C&I Network Charge. In the event of curtailment in the delivery of gas by the Company below the Maximum Daily Firm Requirement of the customer, if any, under Rate SS, or complete or partial suspension of operation by the customer due to strikes, fires, floods, explosions or other similar casualties, the Customer Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service or complete or partial suspension of operation bears to the number of days in the billing period. (C)

STATE TAX ADJUSTMENT SURCHARGE

The above charges are subject to a State Tax Adjustment Surcharge as set forth in the tariff.

(C) Indicates Change

RATE SDS - SMALL DISTRIBUTION SERVICE (Continued)

ELECTIVE BALANCING SERVICES RIDER

Distribution service under this rate schedule shall be subject to the provisions of Rider EBS as set forth within this Tariff.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate SDS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

APPLICABLE SALES SERVICE RATE

Customers under this Rate Schedule desiring to purchase gas shall be charged an amount for recovery of purchased gas costs as set forth in the Rules Applicable to Distribution Service plus the Distribution Charge contained in Rate SGSS - Small General Sales Service.

Provided, however, that sales service hereunder shall be considered imbalance gas as defined in the Consumption in Excess of Deliveries section in Paragraph 3 of the Rules Applicable to Distribution Service section of this Tariff. The Company undertakes no responsibility to obtain sufficient gas supplies to avoid interruption of sales service on a daily basis, and sales service is totally interruptible on any day when the Company gives notice to the customer that gas supply is inadequate to supply the customer's requirements, except to the extent the customer nominates Maximum Daily Firm Requirement under Rate SS.

The Company shall give the customer 2 hours advance notice of interruption. Customer agrees that Company shall not be liable for any loss or damage that may be sustained by the customer by reason of any interruption of service.

On any day when the Customer has been given notice by the Company to interrupt, any quantity of gas taken in excess of the quantity specified to be made available that day shall constitute unauthorized takes and shall be subject to the charges set forth in the Rules Applicable to Distribution Service. Payment of such penalty charge shall be in addition to the charges specified herein.

TERMS OF PAYMENT

Gas distributed hereunder shall be billed in accordance with the terms and conditions set forth in the customer's executed contract governing distribution service. Bills for distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall not be less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill a delayed payment charge of one and one-quarter percent (1 1/4%) per billing cycle shall accrue on the portion of the bill that is unpaid on the due date.

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Eighth Revised Page No. 100
Columbia Gas of Pennsylvania, Inc. **Cancelling Seventh Revised Page No. 100**

RATE LGSS - LARGE GENERAL SALES SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available at one location, for the total requirements of any commercial or industrial customer whose purchase requirements are in excess of 64,400 thm, and who does not contract for distribution service.

Customers who take service under this rate schedule are entitled to firm retail gas service from the Company.

RATE

The customers under this rate schedule shall be subject to a Customer Charge, a Gas Supply Charge, a Distribution Charge, a Gas Cost Adjustment, a Pass-through Charge and a Commercial and Industrial Network (C&I Network) Charge. (C)

The rate information is detailed in the Rate Summary pages of this Tariff.

DETERMINATION OF CUSTOMER CHARGE

The Customer Charge will be determined based upon the customer's actual throughput quantities, including sales and distribution if the customer previously contracted for distribution service, measured in therms (thm), for the twelve most recent billing cycles ending with the October billing cycle. If a customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the customer to submit estimated annual gas requirements upon which to develop the Customer Charge. The Company, in all cases, retains the right to review and modify the customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change as of the January billing of each year.

In all cases, the Company reserves the right to review the customer's Customer Charge, and upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which result in a measurable permanent change in the customer's requirements or consumption.

MAIN LINE EXTENSION DEPOSIT INSTALLMENT PLAN

Applicants eligible for Rate Schedule LGSS who have entered into an agreement with the Company to make payments for a main line extension pursuant to the Payment Period of Deposit paragraph in the Capital Expenditure Policy section of Rule 8. Extensions of these Rules and Regulations Governing the Distribution and Sale of Gas, will have the installment amount included in the cyclical bill for service issued by the Company. The installment amount will be added to the Customer Charge for the duration of the installment payment plan.

(C) Indicates Change

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Forty-first Revised Page No. 101
Columbia Gas of Pennsylvania, Inc. **Canceling Fortieth Revised Page No. 101**

RATE LGSS - LARGE GENERAL SALES SERVICE (Continued)

COMMERCIAL AND INDUSTRIAL NETWORK CHARGE (C)

Customer accounts are subject to the applicable Commercial and Industrial Network (C&I Network) Charge after the network equipment has been installed at the customer's facility and is operating as designed.

MINIMUM CHARGE

The minimum charge shall be the C&I Network Charge and the Customer Charge, except that in the event of curtailment in the delivery of gas by the Company or complete or partial suspension of operation by the customer due to strikes, fires, floods, explosions or other similar casualties, the Customer Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service or complete or partial suspension of operation bears to the number of days in the billing period. (C)

STATE TAX ADJUSTMENT SURCHARGE

The charges described in this rate schedule are subject to a State Tax Adjustment Surcharge as set forth in this Tariff.

RIDER PGC

The Pass-through Charge and Gas Supply Charge include recovery of purchased gas costs pursuant to the Purchased Gas Cost Rider as set forth in this Tariff.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate LGSS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

TERMS OF PAYMENT

Bills for sales service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall be not less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill, a delayed payment penalty charge of one and one-quarter percent (1 1/4%) per billing cycle will accrue on the portion of the bill that is unpaid on the due date.

RATE LDS - LARGE DISTRIBUTION SERVICE (Continued)

RATE

The customers under this rate schedule shall be subject to a Customer Charge, a Commercial and Industrial Network (C&I Network) Charge and a Distribution Charge. (C)

The rate information is detailed in the Rate Summary pages of this Tariff.

The Customer Charge will be determined based upon the Customer's actual throughput quantities, including sales and distribution, measured in therms (thm), for the twelve most recent billing cycles ending with the October billing cycle. If a Customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the Customer to submit estimated annual gas requirements, including sales and distribution, upon which to develop the Customer Charge. The Company in all cases retains the right to review and modify the Customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change with the January billing cycle of each year.

In all cases, the Company reserves the right to review the Customer Charge and, upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which results in a measurable permanent change in the customer's requirement or consumption.

The applicable Distribution Charge for all distribution quantities shall be determined based upon the Customer Charge group in which the Customer is placed, as established annually above.

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff.

MAIN LINE EXTENSION DEPOSIT INSTALLMENT PLAN

Applicants eligible for Rate Schedule LDS who have entered into an agreement with the Company to make payments for a main line extension pursuant to the Payment Period of Deposit paragraph in the Capital Expenditure Policy section of Rule 8. Extensions of these Rules and Regulations Governing the Distribution and Sale of Gas, will have the installment amount included in the cyclical bill for service issued by the Company. The installment amount will be added to the Customer Charge for the duration of the installment payment plan.

COMMERCIAL AND INDUSTRIAL NETWORK CHARGE (C)

Customer accounts are subject to the applicable C&I Network Charge after the network equipment has been installed at the customer's facility and is operating as designed.

(C) Indicates Change

RATE LDS - LARGE DISTRIBUTION SERVICE (Continued)

MINIMUM CHARGE

The minimum charge shall be the sum of (a) the Customer Charge; (b) purchased gas demand charges, if any, under Rate SS; and (c) the C&I Network Charge. In the event of curtailment in the delivery of gas by the Company below the Maximum Daily Firm Requirement of the Customer, if any, under Rate SS, or complete or partial suspension of operation by the customer due to strikes, fires, floods, explosions or other similar casualties, the Customer Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service or complete or partial suspension of operation bears to the number of days in the billing period. (C)

STATE TAX ADJUSTMENT SURCHARGE

The charges described in this rate schedule are subject to a State Tax Adjustment Surcharge as set forth in the Tariff.

ELECTIVE BALANCING SERVICES RIDER

Distribution service under this rate schedule shall be subject to the provisions of Rider EBS as set forth in this Tariff.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate LDS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

APPLICABLE SALES SERVICE RATE

Customers under this Rate Schedule desiring to purchase gas shall be charged an amount for recovery of purchased gas costs as set forth in the Rules Applicable to Distribution Service plus the non-gas portion of distribution rates contained in the first block of Rate SGS - Small General Service.

Provided, however, that sales service hereunder shall be considered imbalance gas as defined in the Consumption in Excess of Deliveries section in Paragraph 3 of the Rules Applicable to Distribution Service of this tariff. The Company undertakes no responsibility to obtain sufficient gas supplies to avoid interruption of sales service on a daily basis, and sales service is totally interruptible on any day when the Company gives notice to the customer that gas supply is inadequate to supply the customer's requirements, except to the extent the customer nominates Maximum Daily Firm Requirement under Rate SS.

The Company shall give the customer 2 hours advance notice of interruption. Customer agrees that Company shall not be liable for any loss or damage that may be sustained by the customer by reason of any interruption of service.

On any day when the Customer has been given notice by the Company to interrupt, any quantity of gas taken in excess of the quantity specified to be made available that day shall constitute unauthorized takes and shall be subject to the charges set forth in the Rules Applicable to Distribution Service. Payment of such penalty charge shall be in addition to the charges specified herein.

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Seventh Revised Page No. 107
Columbia Gas of Pennsylvania, Inc. **Canceling Sixth Revised Page No. 107**

RATE MLSS – MAIN LINE SALES SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available at one location, for the total requirements of a commercial or industrial customer when: (i) the customer does not take service under any other rate schedule; and (ii) the Customer meets either one of the following qualifications:

(a) the Customer has annual throughput requirements greater than 274,000 thm and is connected directly through a dual-purpose meter to facilities of an Interstate pipeline supplier of the Company ("Class I MLSS Customer"); or

(b) the Customer has annual throughput requirements of not less than 2,146,000 thm and there are two (2) miles or less of pipeline facilities of the Company connecting the Customer to facilities of an interstate pipeline supplier of the Company ("Class II MLSS Customer").

Customers who take service under this rate schedule are entitled to firm retail gas service from the Company.

RATE

Customers being served with this rate schedule shall be subject to a Customer Charge, a Gas Supply Charge, a Distribution Charge, a Gas Cost Adjustment, a Pass-through Charge and a Commercial and Industrial Network (C&I Network) Charge. (C)

The rate information is detailed in the Rate Summary pages of this Tariff.

The applicable Distribution Charge for all distribution quantities for MLSS Class II customers shall be determined based upon the Customer Charge group in which the Customer is placed, as established annually.

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff.

(C) Indicates Change

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Fifteenth Revised Page No. 108
Columbia Gas of Pennsylvania, Inc. **Canceling Fourteenth Revised Page No. 108**

RATE MLSS – MAIN LINE SALES SERVICE (Continued)

DETERMINATION OF CUSTOMER CHARGE

The Customer Charge will be determined based upon the customer's actual throughput quantities, including sales and distribution if the customer previously contracted for distribution service, measured in therms (thm), for the twelve most recent billing cycles ending with the October billing cycle. If a customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the customer to submit estimated annual gas requirements, upon which to develop the Customer Charge. The Company in all cases retains the right to review and modify the customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change as of the January billing cycle of each year.

In all cases, the Company reserves the right to review the Customer Charge and, upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which results in a measurable permanent change in the customer's requirement or consumption.

MAIN LINE EXTENSION DEPOSIT INSTALLMENT PLAN

Applicants eligible for Rate Schedule MLSS who have entered into an agreement with the Company to make payments for a main line extension pursuant to the Payment Period of Deposit paragraph in the Capital Expenditure Policy section of Rule 8. Extensions of these Rules and Regulations Governing the Distribution and Sale of Gas, will have the installment amount included in the cyclical bill for service issued by the Company. The installment amount will be added to the Customer Charge for the duration of the installment payment plan.

COMMERCIAL AND INDUSTRIAL NETWORK CHARGE (C)

Customer accounts are subject to the applicable C&I Network Charge after the network equipment has been installed at the customer's facility and is operating as designed.

MINIMUM CHARGE

The minimum charge shall be the Customer Charge and the C&I Network Charge. In the event of curtailment in the delivery of gas by the Company or complete or partial suspension of operation by the customer due to strikes, fires, floods, explosions or other similar casualties, the Customer Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service or complete or partial suspension of operation bears to the number of days in the billing period. (C)

STATE TAX ADJUSTMENT SURCHARGE

The charges described in this rate schedule are subject to a State Tax Adjustment Surcharge as set forth in the tariff.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate MLSS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

RATE MLDS – MAIN LINE DISTRIBUTION SERVICE (Continued)

RATE

The customers under this rate schedule shall be subject to a Customer Charge, a Distribution Charge and a Commercial and Industrial Network (C&I Network) Charge. (C)

The rate information is detailed in the Rate Summary pages of this Tariff.

The applicable Distribution Charge for all distribution quantities for MLDS Class II customers shall be determined based upon the Customer Charge group in which the Customer is placed, as established annually.

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff.

STATE TAX ADJUSTMENT SURCHARGE

The charges described in this rate schedule are subject to a State Tax Adjustment Surcharge as set forth in the Tariff.

ELECTIVE BALANCING SERVICES RIDER

Distribution service under this rate schedule shall be subject to the provisions of Rider EBS as set forth in this Tariff.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate MLDS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

COMMERCIAL AND INDUSTRIAL NETWORK CHARGE (C)

Customer accounts are subject to the applicable C&I Network Charge after the network equipment has been installed at the customer's facility and is operating as designed.

DETERMINATION OF CUSTOMER CHARGE

The Customer Charge will be determined based upon the customer's actual throughput quantities, including sales and distribution, measured in therms (thm), for the twelve most recent billing cycle periods ending with the October billing cycle. If a customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the customer to submit estimated annual gas requirements, including sales and distribution, upon which to develop the Customer Charge. The Company in all cases retains the right to review and modify the customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change with the January billing cycle each year.

In all cases, the Company reserves the right to review the Customer Charge and, upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which results in a measurable permanent change in the customer's requirement or consumption.

(C) Indicates Change

RATE MLDS – MAIN LINE DISTRIBUTION SERVICE (Continued)

MAIN LINE EXTENSION DEPOSIT INSTALLMENT PLAN

Applicants eligible for Rate Schedule MLDS who have entered into an agreement with the Company to make payments for a main line extension pursuant to the Payment Period of Deposit paragraph in the Capital Expenditure Policy section of Rule 8. Extensions of these Rules and Regulations Governing the Distribution and Sale of Gas, will have the installment amount included in the cyclical bill for service issued by the Company. The installment amount will be added to the Customer Charge for the duration of the installment payment plan.

MINIMUM CHARGE (C)

The minimum charge shall be the sum of (a) the Customer Charge; (b) the purchased gas demand charges, if any, under Rate SS and (c) the C&I Network Charge. In the event of curtailment in the delivery of gas by the Company below the Maximum Daily Firm Requirement of the Customer, if any, under Rate SS, or complete or partial suspension of operation by the customer due to strikes, fires, floods, explosions or other similar casualties, the Customer Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service or complete or partial suspension of operation bears to the number of days in the billing period.

APPLICABLE SALES SERVICE RATE

Customers under this Rate Schedule desiring to purchase gas shall be charged an amount for recovery of purchased gas costs as set forth in the Rules Applicable to Distribution Service, plus the non-gas portion of distribution charges contained in the first block of Rate SGDS – Small General Distribution Service.

Provided, however, that sales service hereunder shall be considered imbalance gas as defined in the Consumption in Excess of Deliveries section in Paragraph 3 of the Rules Applicable to Distribution Service. The Company undertakes no responsibility to obtain sufficient gas supplies to avoid interruption of sales service on a daily basis, and service is totally interruptible on any day when the Company gives notice to the customer that gas supply is inadequate to supply the customer's requirements, except to the extent the customer nominates Maximum Daily Firm Requirement under Rate SS.

The Company shall give the customer 2 hours advance notice of interruption. Customer agrees that Company shall not be liable for any loss or damage that may be sustained by the customer by reason of any interruption of service.

On any day when the Customer has been given notice by the Company to interrupt, any quantity of gas taken in excess of the quantity specified to be made available that day shall constitute unauthorized takes and shall be subject to the charges set forth in the Rules Applicable to Distribution Service. Payment of such penalty charge shall be in addition to the charges specified above.

TERMS OF PAYMENT

Gas distributed hereunder shall be billed in accordance with the terms and conditions set forth in the customer's executed contract governing distribution service. Bills for distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall not be less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill, a delayed payment charge of one and one-quarter percent (1 1/4%) per billing cycle shall accrue on the portion of the bill that is unpaid on the due date.

(C) Indicates Change

RATE MLDS - MAIN LINE DISTRIBUTION SERVICE (Continued)

SPECIAL PROVISIONS APPLICABLE TO ALL MLDS CUSTOMERS

1. Within sixty (60) days of receipt of all necessary information requested by the Company, to evaluate a customer's application, the Company will respond to the application and agree either to supply service or to deny service on the grounds of insufficient capacity. If the Company refuses to provide distribution service under this rate schedule, the Company shall provide detailed support for its decision.
2. Customers desiring to transfer to or from this rate schedule must notify the Company in writing. Transfers to or from this rate schedule will be allowed only if: (1) the Company can obtain any increase or decrease in its gas supplies, transportation capacity and storage capacity, or any combination thereof that is required to accommodate such change; or (2) the Company, in its sole judgment, concludes that no increase or decrease is required. The Company shall establish the date any transfer is to be effective.
3. Customers that request to be transferred to this rate schedule prior to the end of the Customer's existing contract under another rate schedule shall be required to contract for Maximum Daily Firm Requirement under Rate SS at the level of the Customer's Maximum Daily Firm Requirement, if any, under such existing contract.
4. Energy usage eligibility for this rate schedule shall be determined annually. In the event Customer's annual throughput is less than or equal to 274,000 thm, the customer shall be transferred to either Rate LDS, Rate SDS or Rate SGDS effective the immediately succeeding January billing cycle.

SPECIAL PROVISION APPLICABLE TO CLASS I MLDS CUSTOMERS

In the event a Class I MLS customer desires to obtain firm transportation capacity on the interstate pipeline system of Columbia Gas Transmission, LLC as to which supplier the Company may exercise an option to convert daily firm wholesale entitlement to daily firm transportation capacity entitlement under Federal Energy Regulatory Commission (FERC) approved rate schedules pursuant to Order 500 and successor orders of that Agency, the Company may assign daily firm transportation capacity entitlement to a Class I MLS customer under the following conditions:

(a) If, in the exercise of its informed business judgment, the Company determines that it can exercise its conversion option under FERC Order 500 and/or assign such increased transportation capacity without impairing its ability to meet its public service obligation to all customers and its ability to pursue a least cost acquisition policy to obtain system supplies. The Company reserves the right to limit any such conversion and/or assignment as necessary to maintain its ability in this regard;
(b) The Class I MLS customer agrees to maintain the customer's existing contractual Maximum Daily Firm Requirement under Rate SS - Standby Service (if any) during the term of the assignment;
(c) The Class I MLS customer signs an agreement committing to pay for the firm transportation demand charges constituting the Company as its agent to purchase gas to be redelivered to the Class I MLS customer after firm transportation service has been provided using the assigned capacity;
(d) The term of this assignment shall be coextensive with the term of the agency agreement, subject to renewal with express approval of the Public Utility Commission;
(e) This provision shall be operative only so long as Columbia continues to have the option to convert daily firm wholesale entitlement to daily firm transportation capacity requirements under FERC Order 500 or any successor thereto.

RATE MLDS - MAIN LINE DISTRIBUTION SERVICE (Continued)

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of distribution service under this rate schedule.

RATE NSS - NEGOTIATED SALES SERVICE (Continued)

RATES – continued

C. COMMERCIAL AND INDUSTRIAL NETWORK CHARGE (C)

Customer accounts using 50,000 thms or greater are subject to the Commercial and Industrial Network (C&I Network) Charge after the network equipment has been installed at the customer's facility and is operating as designed.

CREDITS TO THE PURCHASED GAS COST RIDER

The Company shall credit as revenues for recovery of purchased gas costs, an amount equal to (1) the Rider EBS-Option 2 rates and (2) interstate pipeline capacity costs. The amount of the credit for interstate pipeline capacity costs shall be separately computed for each NSS contract and shall be equal to the greater of the following:

a. Actual sales multiplied by the average rate per thm of all final accepted bids for thirty day recallable capacity received by Columbia five days prior to the commencement of each month of the contract; or

b. Actual sales multiplied by $.00465/thm in December, January and February; and $.00093/thm in all other months.

For firm service not provided by Rate SS-Standby Service, the Company shall credit an additional amount for recovery of interstate pipeline capacity costs. The amount of the credit shall be separately computed for each firm NSS contract and shall be equal to the actual capacity costs incurred to acquire additional capacity, which was obtained, on either a short-term or long-term basis, in order to provide firm service to the customer on days when service otherwise would be interrupted.

For firm service provided by Rate SS-Standby Service, the credit for recovery of interstate pipeline capacity costs shall be computed in accordance with Rate SS.

SPECIAL PROVISIONS

1. The distribution non-gas margin component of sales under this rate schedule shall be no less than the otherwise-applicable distribution rate offered by Columbia to the customer.

2. Subject to the minimum pricing provisions set forth herein, the price and length of term for service under this rate schedule shall be established through negotiations between the Company and the customer. Provided, however, that no contract shall be entered into hereunder without the Company first posting, on Columbia Gas Transmission, LLC's Electronic Bulletin Board, thirty day recallable capacity.

3. If in any billing cycle the actual usage by the NSS customer is less than nominated quantities, the nominated quantities must be paid for by the customer and the quantity not taken will be subject to the provisions of Rider EBS.

4. The Company shall schedule gas purchases sufficient to meet quantities nominated under this rate schedule each month.

(C) Indicates Change

RATE NSS - NEGOTIATED SALES SERVICE (Continued)

SPECIAL PROVISIONS – Continued

5. On any day when a Customer electing interruptible service under this rate schedule has been given notice by the Company to interrupt, any quantity of gas taken in excess of the quantity specified to be made available that day shall constitute consumption in excess of deliveries and shall be subject to provisions of the Consumption in Excess of Deliveries section in Rule 3 of the RADS. Payment of the charges specified in the above mentioned paragraph shall be in addition to the charges specified in this rate schedule.

6. The Company agrees to retain the actual posted Electronic Bulletin Board notices utilized to determine the aforementioned capacity credit and agrees to provide a summary of the terms of release and prices paid for such release in its annual Section 1307(f) filing.

7. The Company shall include, with its annual Section 1307(f) filing, an identification of the cost of gas acquired to provide service to customers under this rate schedule.

8. The Company agrees to provide a report with its annual Section 1307(f) filing detailing the bases for any service provided under this rate schedule to customers with annual throughput requirements less than or equal to 64,400 thm.

STATE TAX ADJUSTMENT SURCHARGE

The above charges are subject to a State Tax Adjustment Surcharge as set forth in this Tariff.

TERMS OF PAYMENT

The above rates are net. Bills for gas service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall be not less than fifteen (15) days after presentation (date of postmark).

If the Customer fails to pay the full amount of any bill, a delayed payment charge of one and one-quarter percent (1 1/4%) per billing cycle shall accrue on the portion of the bill that is unpaid on the due date.

RULES AND REGULATIONS

Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of gas service under this rate schedule.

RATE DGDS - DISTRIBUTED GENERATION DISTRIBUTION SERVICE

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available, at one location, for the distribution requirements of any commercial or industrial customer using distributed generation equipment such as reciprocating engines, gas turbines, microturbines, and fuel cells used for electrical power generation. Service is available when such customer executes a contract with the Company for a period mutually agreed to between the Company and the customer for distribution service in accordance with all terms and conditions of such contract, provided that the Company's facilities are adequate to provide the requested service. (C)

Service under this rate schedule shall not be available to a single customer who is a Priority 1 Customer, as defined in the Service Limitations section of this Tariff, unless such customer also contracts for firm service under Rate SS-Standby Service at a level necessary to meet the portion of daily and seasonal requirements of the facility not covered by installed operable alternative fuel capability.

CHARACTER OF SERVICE

Service furnished pursuant to this rate schedule shall be subject to termination at the Company's discretion based on its inability to distribute such natural gas. The Company may decline to serve a qualified distribution customer if, in the Company's sole discretion, continuation or initiation of distribution service will jeopardize the supply of gas to the Company's firm customers. If service is terminated under this schedule, the Company will attempt to provide service to a customer under an otherwise applicable rate schedule. In the event of termination, the Company will notify the customer as soon as possible.

A Distributed Generation Distribution Service account may be returned to the applicable Sales Service rate if, for a period of at least five (5) consecutive days in one billing cycle, the Company:

(1) has not received gas supply for the account;
(2) the account's bank balance is insufficient to cover the consumption or the customer did not have access to its bank balance due to the issuance of an OFO and/or OMO; and
(3) the customer consumed gas on one or more days during such five (5) day period.

For a non-daily read account, the account may be returned to the applicable Sales Service rate at the end of a billing cycle if the above three conditions are met unless the customer furnishes proof that they did not consume gas on one or more days during such five (5) day period.

RATE

The customers under this rate schedule shall be subject to a Customer Charge, a Distribution Charge and a Commercial and Industrial Network (C&I Network) Charge, if applicable. The Distribution Charge may be subject to an escalation clause. (C)

If a potential customer and the Company cannot agree to terms under this rate schedule, the customer may apply to be classified as a customer under any other rate schedule for which the customer would be eligible.

ELECTIVE BALANCING SERVICES RIDER

Distribution Service under this rate schedule may be subject to the provisions of Rider EBS as set forth in this Tariff.

(C) Indicates Change

RATE DGDS - DISTRIBUTED GENERATION DISTRIBUTION SERVICE (Continued)

COMMERCIAL AND INDUSTRIAL NETWORK CHARGE (C)

Customer accounts using 50,000 thms or greater are subject to the C&I Network Charge after the network equipment has been installed at the customer's facility and is operating as designed.

MINIMUM CHARGE

Customers served hereunder may be subject to a minimum charge. Such charge will be negotiated individually for each customer served under this rate schedule and the amount shall be included in the customer's contract. The payment of such minimum charge does not relieve the customer from any minimum charge obligation applicable to service received by the customer under any of the Company's other rate schedules.

TERMS OF PAYMENT

Gas distributed hereunder shall be billed in accordance with the terms and conditions set forth in the customer's executed contract. Bills for gas distribution service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall be not less than fifteen (15) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill, a delayed payment penalty charge of one and one-quarter percent (1 1/4%) per billing cycle will accrue on the unpaid portion of such bill from the due date to the date of payment.

SPECIAL PROVISIONS

1. Service under this rate schedule shall be subject to the Rules Applicable to Distribution Service of this tariff.

2 The Company may require that an existing customer agree to separate piping or sub-metering.

3 The Company may retain a reasonable allowance of the total quantity of gas distributed into its system for the customer's account for gas which is lost or unaccounted for in its operations. This allowance will be determined on the basis of an estimate of the lost and unaccounted for to be experienced on the specific lines used to serve the customer.

4 The Company shall not be obligated to incur additional costs for additional or upgraded facilities necessary to provide distribution service under this rate schedule unless the customer requesting service thereof agrees to pay the costs of additional or upgraded facilities prior to the installation of service.

5 The Customer agrees to permit access to their facilities by employees or agents of the Company at all reasonable times for the purpose of determining that the operation of installed generation equipment and facilities is in compliance with all terms and conditions for service required under this rate schedule.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas and Rules Applicable to Distribution Service of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of gas service under this rate schedule.

(C) Indicates Change

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Second Revised Page No. 144
Columbia Gas of Pennsylvania, Inc. **Canceling First Revised Page No. 144**

RIDER RNA – REVENUE NORMALIZATION ADJUSTMENT (C)

APPLICABILITY

Throughout the territory served under this tariff.

AVAILABILITY

The RNA shall apply to non-CAP residential customers under Rate Schedules RSS and RDS.

DEFINITIONS

Peak Period is October through March.
Off-Peak Period is April through September.
RNA is the Revenue Normalization Adjustment for non-CAP residential customers for the applicable period.
BDRB is the Benchmark Distribution Revenue per Bill for non-CAP residential customers for the applicable period.
ADRB is the Actual Distribution Revenue per Bill for non-CAP residential customers for the applicable period. ADRB includes Rider WNA adjustments in the applicable months.
ANB is the Actual Number of non-CAP residential Bills for the applicable period. ANB will be computed using a six month average.
FT is the Forecast Therms for residential non-CAP customers for the six-month period that the RNA will be applied.

REVENUE NORMALIZATION ADJUSTMENT CALCULATION

The RNA is computed for two separate periods. At the conclusion of the Peak Period, the RNA to be applied to customers' bills beginning with the next Peak Period will be calculated. At the end of the Off-Peak Period, the RNA to be applied to customers' bills beginning with the next Off-Peak Period will be calculated.

$$\text{Peak Period:} \quad RNAp = \frac{[ANBp \times (BDRBp - ADRBp)]}{FTp}$$

$$\text{Off-Peak Period:} \quad RNAo = \frac{[ANBo \times (BDRBo - ADRBo)]}{FTo}$$

The initial Peak Period RNA to be billed to customers will begin with the October 2019 billing cycle and will be calculated based upon the three-month period beginning with the January 2019 billing cycle. The initial Peak RNA will only include three months due to the timing of implementing new rates. The first Off-Peak RNA to be billed to customers will begin with the April 2020 billing cycle and will be calculated based upon the six-month period beginning with the April 2019 billing cycle.

BENCHMARK DISTRIBUTION REVENUE PER BILL FOR NON-CAP RESIDENTIAL CUSTOMERS

Benchmark Distribution Revenue per Non-CAP Residential Bill shall be computed as the Fully Projected Future Test Year Base Revenue divided by the number of residential bills for the applicable six-month period. New BDRB levels for the Peak and Off-Peak Periods will be established with each rate case filing.

(C) Indicates Change

RIDER RNA – REVENUE NORMALIZATION ADJUSTMENT – continued (C)

CURRENTLY EFFECTIVE BENCHMARK DISTRIBUTION REVENUE PER BILL

The currently effective BDRBp and BDRBo are below:

Customer Class Group	BDRB Peak Period	BDRB Off-Peak Period
Non-CAP Residential	$524.88	$232.20

INTEREST ON OVER/UNDER COLLECTIONS

Refunds to customers shall be made with and recoveries from customers shall include interest at the prime rate for commercial borrowing in effect 60 days prior to the tariff filing and as reported in a publicly available source identified by the Commission or at an interest rate which may be established by the Commission by regulation.

FILING REQUIREMENTS

The Company will provide the calculation of the RNA along with the revised RNA Rate one (1) day prior to the effective date of the RNA.

CURRENTLY EFFECTIVE RIDER RNA

The Rider RNA rate information is detailed in the Rider Summary page of this Tariff.

(C) Indicates Change

PURCHASED GAS COST RIDER (Continued)

GAS PROCUREMENT INCENTIVE PROGRAM

The gas procurement incentive program will be limited to spot gas purchased for the months of April through October. Each month the Company's actual cost will be compared to an adjusted NYMEX index for such month.

The adjusted NYMEX index will be determined by averaging the month end closing prices reported for the last three days of trading on NYMEX after adjusting these prices for the differential between the average of indices representing cash prices paid on such days at the Henry Hub, for gas to be delivered on the first day of the month, and the average of indices prices representing the specific delivery points where Columbia takes title to its gas supply. In any instances where indices are not published in any one of the three chosen publications for a receipt point where the Company purchases spot gas, then the index used will be (1) Columbia Gas Transmission, LLC's Appalachian Index average used at points of delivery into Columbia Gas Transmission, LLC; (2) Columbia Gas Transmission, LLC's Appalachian Index average plus Columbia Gas Transmission, LLC's Storage Service Transportation commodity costs used at points of delivery out of Columbia Gas Transmission, LLC; or (3) if the first two are not appropriate, the price paid will be adjusted by deducting a 100% load factor firm transportation rate to the most applicable receipt point where an index is available. The index and Henry Hub prices utilized will be an average of first of the month prices reported in *Inside F.E.R.C.'s Gas Market Report*, *Natural Gas Week* and *Natural Gas Intelligence*.

A band of ninety-nine (99%) to one-hundred one percent (101%) will be applied monthly to the average indexed prices, as described above, to be compared to the Company's actual prices paid for spot gas purchased to flow during the month to determine the appropriate monthly retention of savings or absorption of losses. The Company will share savings 50%/50% between customers and the Company for increments of actual gas purchases below ninety-nine percent (99%) of the adjusted NYMEX index. The Company will absorb losses 50%/50% between customers and the Company for increments of actual gas purchases above one-hundred one percent (101%) of the adjusted NYMEX index. If the actual gas purchases fall within the band, there will be no sharing.

This program will be in effect from October 1, 2002 through September 30, 2004, unless extended by the Company with approval of the Commission.

RATE NGV GAS COST CREDIT

The following purchased gas cost credits shall be provided for all gas sold under the NGV rate schedule:

1. Demand Costs
   For firm sales under Rate NGV, an amount per thm for recovery of demand costs determined as follows:

$$\frac{\text{Annual Demand Costs}}{(\text{Maximum Daily Quantity} \times 365) \times \text{Average NGV Load Factor}}$$

   Where:
   a. Annual Demand Costs equal the total annual demand charges for supply and capacity included in the Company's purchased gas cost rates under the Purchased Gas Cost Rider, and

   b. Maximum Daily Quantity equals the highest usage in a single billing cycle during the prior November through October period divided by 20 days. (C)

(C) Indicates Change

Supplement No. 267 to
Tariff Gas – Pa. P.U.C. No. 9
Ninth Revised Page No. 162
Columbia Gas of Pennsylvania, Inc. **Canceling Eighth Revised Page No. 162**

RIDER WNA – WEATHER NORMALIZATION ADJUSTMENT

A Weather Normalization Adjustment (WNA) shall be applied to bills of Residential customers under Rate Schedules RSS, RDS, and CAP, for the heating season November through May. The WNA will be applied to November through May billing cycles and shall be calculated as follows: (C)

WNBT = BLMT + [(NHDD / AHDD) x (AMT-BLMT)]

WNAT = WNBT – AMT

WNA = WNAT x Distribution Usage Charge

(a) Weather Normalized Billing Therms (WNBT) will be calculated as the Base Load Monthly Therms (BLMT) added to the product of the Normal Heating Degree Days (NHDD) divided by the Actual Heating Degree Days (AHDD) and the Actual Monthly Therms (AMT) less the Base Load Monthly Therms (BLMT).

(b) Base Load Monthly Therms (BLMT) are established for each customer using the customer's actual average daily consumption from the billing system, measured in therms, for the two months with the lowest consumption per billing day for the three billing months of July, August and September. The average baseload per day information will be updated annually. If actual BLMT information is not available for the year, the Company will use the most recently available base load information for the premise. If no history is available, the Company shall use the overall base load average for the residential class reflected in the most recent rate case.

(c) Normal Heating Degree Days (NHDD) shall be updated annually by September 1st using the same methodology established in the Company's most recent Rate Case. NHDD for any given day are based upon the 20 year average for the given day.

(d) Actual Heating Degree Days (AHDD) are the actual experienced heating degree days for the billing cycle. The degree day data is provided by the National Oceanic and Atmospheric Administration (NOAA). Customers will be assigned to weather stations based on their geographic locations.

(e) Actual Monthly Therms (AMT) are measured for each customer and billing cycle.

(f) Actual Monthly Therms (AMT) will be subtracted from the Weather Normalized Billing Therms (WNBT) to compute the Weather Normalized Adjustment Therms (WNAT).

(g) The WNAT is then multiplied by the residential Distribution Usage Charge to compute the WNA amount that will be charged or credited to each residential customer.

(h) A 5% deadband shall be effective through the January 2019 billing cycle. The WNA for a billing cycle will apply only if the AHDD for the billing cycle are lower than 95% or higher than 105% of the NHDD for the billing cycle. A billing adjustment will only occur if the variation of AHDD is lower than 95% or higher than 105% of the NHDD for an individual billing cycle. The 5% deadband shall be eliminated effective with the February 2019 billing cycle. (C)

(C) Indicates Change

RIDER WNA –WEATHER NORMALIZATION ADJUSTMENT (Continued)

(i) The Company will file weather normalization information with the Commission annually by October 1st. (C)

The Purchased Gas Cost shall be applied to actual (or non-adjusted) sales therms.

3.2.5 The NGS is not required to complete an application to provide General Distribution Service; provided that the Customer's NGS submitted an Initial NGS Application which was approved by the Company.

3.3 CHARACTER OF SERVICE TO BE RENDERED

3.3.1 The Company shall receive the quantities of gas supplied by the Shipper and shall redeliver said gas to Customer's facilities. For Customers who purchase 100% Standby Service, the Company will provide Firm Service up to the Customer's currently effective winter Maximum Daily Quantity. For Priority One Customers, the Company will provide Firm Service. (C)

3.3.2 Special Conditions for Customers with less than 100% Standby Service:

3.3.2.1 Customers may request to take General Distribution Service with less than 100% Standby Service provided that the Customer agrees to the following conditions:

3.3.2.1.1 Interruption of gas distribution may occur if the Shipper fails to deliver sufficient quantities of gas to the Company, including sufficient quantities to cover peak day usage, whether or not such failure is due to the fault of Shipper. Interruptions or limitations may be necessary during peak day conditions even if all of the Customer's gas has been delivered to the Company.

3.3.2.1.2 An interruption of gas deliveries may require or result in (1) the temporary closing of the Customer's facilities, (2) lost production, sales, or business, and (3) damage to Customer's physical facilities. The Customer assumes the risk of any such losses or damage. A failure of the Customer to interrupt after notification to the Customer Proxy by the Company may also subject the Customer Proxy to liability for fines or penalties incurred by the Company as a result of such failure.

3.6 SEASONAL FLOW ORDERS (SFOs)

3.6.1 An SFO is a demand for specific actions on the part of Shippers that are serving GDS customers.

3.6.2 An SFO will be issued, to the extent possible, with a minimum of two business days notice to the affected parties.

3.6.3 The Company will have the authority to direct Customer Proxies to direct their Shippers to adjust daily scheduled quantities to a specified level (the SFO Level). The SFO Level may be necessary to restrict under-deliveries or over-deliveries as the Company deems appropriate.

3.6.3.1 For Customers without daily measuring devices, and for Customers that have elected to be governed as an OFO customer pursuant to the provisions of the Operational Matching Orders section of this Paragraph, the SFO Level will be determined by the Company based upon the Company's projection of usage by GDS customers during the period. Issuance of an SFO shall not prohibit issuance of an OFO/OMO if conditions warrant. To meet the daily SFO level, the Shipper may use gas quantities which are: 1) scheduled and delivered on that day to the Company in the same Pipeline Scheduling Point in which the Shipper's customer(s')'s facilities are located; 2) contracted for under Rate SS – Standby Service; 3) available on that day pursuant to the Rider EBS-Option 1; or 4) additional quantities that may be made available by the Company at its sole discretion including quantities delivered to a Local Market Area other than the Local Market Area where the Customer is located in accordance with Paragraph 2 of the RADS .

3.6.3.2 For Customers with daily measuring devices, the Company shall have the authority to direct Customer Proxies to direct their Shippers to adjust Customer's daily consumption quantities or daily scheduled deliveries in order that daily scheduled deliveries (the SFO Level) match Customer's consumption. In order to determine the SFO Level the Company will include quantities: 1) scheduled and delivered on that day to the Company in the same Pipeline Scheduling Point in which the Shipper's customer(s')'s facilities are located; 2) contracted for under Rate SS – Standby Service; 3) available on that day pursuant to the Rider EBS-Option 1; or 4) additional quantities that may be made available to the Shipper by the Company at its sole discretion including quantities delivered to a Local Market Area other than the Local Market Area where the Customer is located in accordance with Paragraph 2 of the RADS.

3.6.4 At the end of the normal billing cycle, the Company shall calculate the deliveries that the Shipper was required to deliver each day during the SFO as provided in the Seasonal Flow Order section in Paragraph 3 of the RADS. When a difference between the daily SFO Level and actual daily quantities available to meet the SFO Level exists, the following charges will be assessed on the difference: (C)

(1) If a Shipper under-delivers during an SFO that restricts under-deliveries, the charge for under-deliveries shall be calculated using the gas supply index identified in the Consumption in Excess of Deliveries section in Paragraph 3 of the RADS. The "Adjustment to Index Price" shall be the adjustment shown in the following table:

(C) Indicates Change

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 I. VALUATION
A. ALL UTILITIES

1. Provide a corporate history (include the dates of original incorporation, subsequent mergers and/or acquisitions). Indicate all counties and cities and other governmental subdivisions to which service is provided (including service areas outside the state), and the total population in the area served.

Response:

Columbia Gas of Pennsylvania, Inc. is a wholly-owned subsidiary of NiSource Gas Distribution Group, Inc., which is a subsidiary of NiSource Inc. Until the merger with NiSource in 2000, Columbia Gas of Pennsylvania, Inc. was a wholly-owned subsidiary of Columbia Gas System, Inc., a Public Utility Holding Company, organized under the laws of the state of Delaware on September 30, 1926. In 1998, the Columbia Gas System became the Columbia Energy Group, with Columbia Gas of Pennsylvania remaining as a wholly-owned subsidiary.

NiSource, organized as an Indiana holding company in 1987 under the name of NIPSCO Industries, Inc., changed its name to NiSource Inc. on April 14, 1999. On November 1, 2000, NiSource acquired the Columbia Energy Group and its subsidiaries. In connection with the acquisition, NiSource became a Delaware corporation registered under the Public Utility Holding Company Act of 1935. Effective February 8, 2006, the Public Utility Holding Company Act of 1935 was repealed. NiSource is now a holding company under the Public Utility Holding Company Act of 2005.

Columbia Gas of Pennsylvania, Inc. was incorporated under the laws of Pennsylvania on June 23, 1960 and presently serves approximately 426,000 customers in the Commonwealth of Pennsylvania. The charter territory served by respondent includes all cities, boroughs and townships in the counties of Allegheny, Beaver, Fayette, Greene and Washington and portions of the counties of Adams, Armstrong, Bedford, Butler, Centre, Chester, Clarion, Clearfield, Elk, Franklin, Fulton, Indiana, Jefferson, Lawrence, McKean, Mercer, Somerset, Venango, Warren, Westmoreland and York.

On May 31, 1967, as a result of Commission approval at Docket No. A-92870, Columbia acquired all the property and rights of Central Pennsylvania Gas Company which provided service in the Boroughs of Bellefonte and State College, and Townships of Spring, Potter, Benner, College, Burnside, Snow Shoe, Boggs, Ferguson, Patton, Harris and Union all in Centre County.

On August 29, 1967, as a result of Commission approval at Docket No. A-95038, Columbia acquired all the property and rights of York County Gas Company, which provided service in the Borough of McSherrystown and in the township of Conewago, both situated in Adams County, and in the boroughs, cities and townships situated in York County.

For all counties and cities and other governmental subdivisions to which service is provided see Pages 3 through 6, herein. Columbia does not provide service outside the Commonwealth of Pennsylvania.

For the total population in the area served, see Pages 7 through 22, herein.

DESCRIPTION OF TERRITORY

ADAMS COUNTY

Abbottstown
Arendtsville
Aspers
Bendersville
Berwick Township
Biglerville
Butler Township
Caledonia
Cashtown
Conewago Township*
Cumberland Township
East Berlin
Fairfield
Fayetteville
Franklin Township
Freedom Township
Germany Township
Gettysburg
Hamilton Township
Hamiltonban Township
Hemptom
Littlestown
McSherrystown*
Menallen Township
Mt. Joy Township
Mt. Pleasant Township
New Oxford
Oxford Township
Reading Township
Strabane Township
Table Rock
Two Taverns
Tyrone Township
Union Township

ALLEGHENY COUNTY

The Company is certified to serve in all cities, boroughs and townships in Allegheny County.

ARMSTRONG COUNTY

Distant
Hovey Township
Madison Township
Mahoning Township
McWilliams
New Salem
Oakland
Oak Ridge
Parker City
Perry Township
Red Bank Township
South Bethlehem

BEAVER COUNTY

The Company is certified in serve in all cities, boroughs and townships in Beaver County.

BEDFORD COUNTY

Cumberland Valley Township
Londonderry Township
Mann Township
Southampton Township
State Line

BUTLER COUNTY

Adams Township
Allegheny Township
Annandale
Annisville
Brady Township
Bruin
Center Township
Cherry Township
Clay Township
Concord Township
Cranberry Township

BUTLER COUNTY (continued)

Criders Corners
Deegan
Eau Claire
Fairview
Fairview Township
Fallowfield Township
Forestville
Franklin Township
Harrisville
Karns City **
Marion Township
Mercer Township
Muddy Creek Township
North Washington
Parker Township
Slippery Rock Township
Valencia
Valencia Township
Washington Township
West Liberty
Wick
Worth Township

CENTRE COUNTY * (C)**

Bellefonte
Benner Township
Boggs Township
Burnside Township
College Township
Ferguson Township
Harris Township
Patton Township
Potter Township
Snow Shoe Township
Spring Township
State College
Union Township

* Territory formerly served under Tariff Gas-Pa. P.U.C. No. 7.
** Limited to industrial service to Permanent Service Identification (PSID) 400473084. (C)
*** Territory formerly served under Tariff Gas-Pa. P.U.C. No. 6.

(C) Indicates Change

DESCRIPTION OF TERRITORY (Continued)

CHESTER COUNTY

Coatesville*

CLARION COUNTY

Ashland Township
Beaver Township
Callensburg
Climax
Dutch Hill
Elk City
Elk Township
Fairmont City
Foxburg
Hawthorne
Huey
Knox
Lamartine
Lawsonham
Leatherwood
Licking Township
Madison Township
Mayport
Monroe
New Bethlehem
Perry township
Perryville
Porter Township
Red Bank Township
Richland Township
Rimersburg
Salem
Salem Township
Shippenville
St. Petersburg
Toby Township
Turkey City
Turnip Hole
Wentlings
West Freedom
West Monterey

CLEARFIELD COUNTY

Burnside Township
Jordon Township**
Union Township

ELK COUNTY

Highland Township
Nansen
Russell city

FAYETTE COUNTY

The Company is certified to serve in all cities, boroughs and townships in Fayette County.

FRANKLIN COUNTY

Antrim Township
Caledonia
Greencastle
Greene Township
Guilford Township
Mercersburg
Mont Alto
Montgomery Township
Nunnery
Peters Township
Quincy
Quincy Township
Shady Grove
Washington Township
Waynesboro

FULTON COUNTY

Bethel Township
Thompson Township
Union Township

GREENE COUNTY

The Company is certified to serve in all cities, boroughs and townships in Greene County. (C)

INDIANA COUNTY

Center Township***
Cherryhill Township**
Clymer
White Township***

JEFFERSON COUNTY

Beaver Township
Clover Township
Heath Township
Iowa
Knox Township
Pine Creek Township
Polk Township
Ringgold Township
Rose Township
Summerville
Union Township
Warsaw Township
Winslow Township

* Limited to industrial service to Permanent Service Identification (PSID) 400495160. (C)
** Limited to industrial service to Permanent Service Identification (PSID) 500254711 and 500254712. (C)
*** Limited to service to customers located within the industrial park owned by Indiana County Industrial Development Authority and Indiana County Development Corporation.

(C) Indicates Change

DESCRIPTION OF TERRITORY (Continued)

LAWRENCE COUNTY

Bessemer
Big Beaver Township
Chewton
Ellport
Ellwood City
Energy
Harlansburg
Hickory Township
Joyce
Little Beaver Township
Mt. Jackson
(C) Neshannock Township
New Castle
North Beaver Township
Perry Township
Princeton
Scott Township
Shenango Township
Slippery Rock Township
South New Castle
Taylor Township
Union Township
Wampum
Wayne Township
Wurtemburg

McKEAN COUNTY

Bradford
Bradford Township
Custer City
Dallas City
Degolia
Derrick City
Foster Brook
Foster Township
Lafayette Township
Lewis Run
Mt. Alton
Tune

MERCER COUNTY

Liberty Township
North Liberty

SOMERSET COUNTY

Addison Township
Berlin
Brothers Valley Township
Elk Lick Township
Greenville Township
Meyersdale
Salisbury
Somerset
Somerset Township
Southampton Township
Summit Township

VENANGO COUNTY

Clintonville
Clinton Township
Dotter
Emlenton
Freedom
Irwin Township
Mariasville
Nickleville
Pittsville
Richland Township
Rockland Township
Scrubgrass Township

WARREN COUNTY

Conewango Township
Glade Township
Mead Township
Pleasant Township
Russell
Shefield Township
Starbrick
Warren

WASHINGTON COUNTY

The Company is certified to serve in all cities, boroughs and townships in Washington County.

WESTMORELAND COUNTY

Alverton
Ardara
Buzzardtown
Cereal
Circleville
Coal Hollow
Collinsburg
Cowansburg
East Huntingdon Township
Eldora
Fellsburg
Fells Chapel
Foxtone
Grapeville
Gratztown
Hahntown
Hempfield Township
Herminie
Irwin
Jeannette
Lowber
Madison
Marchland
Monessen
Mt. Pleasant
Mt. Pleasant Township
North Huntington Township
Penglyn
Penn
Penn Township
Rilton
Rostrover Township
Ruffsdale
Rural (Scottdale)
Scottdale
Sewickley Township
Shafton
Smithton
South Huntingdon Township
Stewartsville
Straw Pump
Sutersville
Tarr
Unity Township
West Newton
Youngwood

(C) Indicates Change

DESCRIPTION OF TERRITORY (Continued)

YORK COUNTY *

Carroll Township
Codorus Township**
Conewago Township
Dallastown
Dillsburg
Dover
Dover Township
East Hopewell Township
East Manchester Township
East Prospect
Fawn Township
Glen Rock
Hallam
Hallam Township
Hanover
Hopewell Township
Jackson Township
Jacobus
Jefferson
Loganville
Lower Chancefore Township
Lower Windsor Township
Manchester
Manchester Township
Manheim Township
Mount Wolf
Newberry Township
New Freedom
North Codorus Township
North York
Paradise Township
Penn Township
Railroad
Red Lion
Seven Valleys
Shrewsburg
Shrewsburg Township
Springettsbury Township
Springfield Township
Spring Garden Township
Spring Grove
Stewartstown

YORK COUNTY (continued)

Warrington Township
Washington Township
Wellsville
West Manchester Township
West Manheim Township
West York
Windsor
Windsor Township
Wrightsville
Yoe
York
Yorkana
York Haven
York New Salem
York Township

* Territory formerly served under Tariff Gas – Pa. P.U.C. No. 7 with the exception of Codorus and Manheim Townships and portions of East Manchester, Hallam, Manchester and Penn Townships.

** Limited to industrial service to Permanent Service Identification (PSID) 400472432. (C)

(C) Indicates Change

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

ADAMS COUNTY	**88,047**
Abbottstown borough	926
Arendtsville borough	978
Bendersville borough	713
Berwick township	2,139
Biglerville borough	1,214
Butler township	2,565
Caledonia	N/A
Conewago township	7,149
Cumberland township	6,210
East Berlin borough	1,563
Fairfield borough	535
Fayetteville	N/A
Franklin township	4,879
Freedom township	828
Germany township	2,708
Gettysburg borough	7,643
Hamilton township	2,540
Hamiltonban township	2,131
Hemptom	N/A
Littlestown borough	4,449
McSherrystown borough	3,052
Menallen township	3,516
Mount Joy township	3,681
Mount Pleasant township	4,686
New Oxford borough	2,256
Oxford township	5,552
Reading township	5,813
Straban township	4,932
Tyrone township	2,232
Union township	3,157
ALLEGHENY COUNTY	**1,229,898**
Aleppo township	1,796
Aspinwall borough	2,773
Avalon borough	4,666
Baldwin borough	19,794
Baldwin township	1,972
Bell Acres borough	1,422
Bellevue borough	8,285
Ben Avon borough	1,774

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Ben Avon Heights borough	349
Bethel Park borough	32,313
Blawnox borough	1,670
Brackenridge borough	3,220
Braddock borough	1,841
Braddock Hills borough	1,674
Bradford woods borough	1,230
Brentwood borough	9,550
Bridgeville borough	5,117
Carnegie borough	7,944
Castle Shannon borough	8,288
Chalfant borough	798
Cheswick borough	1,804
Churchill borough	2,990
Clairton city	6,719
Collier township	7,755
Coraopolis borough	5,617
Crafton borough	5,899
Crescent township	2,607
Dormont borough	8,491
Dravosburg borough	1,741
Duquesne city	5,534
East Deer township	1,407
East McKeesport borough	2,111
East Pittsburgh borough	1,844
Edgewood borough	3,080
Edgeworth borough	1,639
Elizabeth borough	1,437
Elizabeth township	13,246
Emsworth borough	2,443
Etna borough	3,415
Fawn township	2,366
Findlay township	5,396
Forest Hills borough	6,475
Forward township	3,354
Fox Chapel borough	5,392
Franklin Park borough	14,228
Frazer township	1,084
Glassport borough	4,444
Glenfield borough	216
Green Tree borough	4,749

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Hampton township	18,472
Harmar township	3,049
Harrison township	10,458
Haysville borough	70
Heidelberg borough	1,314
Homestead borough	3,142
Indiana township	7,287
Ingram borough	3,294
Jefferson Hills borough	11,214
Kennedy township	8,007
Kilbuck township	632
Leet township	1,622
Leetsdale borough	1,287
Liberty borough	2,554
Lincoln borough	1,040
McCandless township	28,872
McDonald borough	503
McKeesport city	19,529
McKees Rocks borough	6,046
Marshall township	7,914
Millvale borough	3,714
Moon township	25,435
Mount Lebanon township	32,865
Mount Oliver borough	3,362
Munhall borough	11,305
Monroeville municipality	28,250
Neville township	1,145
North Braddock borough	4,810
North Fayette township	14,385
North Versailles township	10,178
Oakdale borough	1,508
Oakmont borough	6,420
O'Hara township	8,529
Ohio township	5,937
Osborne borough	N/A
Penn Hills township	42,073
Pennsbury Village borough	738
Pine township	12,477
Pitcairn borough	3,259
Pittsburgh city	305,305
Pleasant Hills borough	8,271

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Plum borough	27,474
Port Vue borough	3,754
Rankin borough	2,274
Reserve township	3,307
Richland township	11,489
Robinson township	13,676
Ross township	31,004
Rosslyn Farms borough	465
Scott township	16,914
Sewickley borough	3,852
Sewickley Heights borough	730
Sewickley Hills borough	671
Shaler township	28,599
Sharpsburg borough	3,421
South Fayette township	15,283
South Park township	13,470
South Versailles township	434
Springdale borough	3,388
Springdale township	1,653
Stowe township	6,289
Swissvale borough	8,893
Tarentum borough	4,481
Thornburg borough	449
Trafford borough	81
Turtle Creek borough	5,292
Upper St. Clair township	19,521
Verona borough	2,590
Versailles borough	1,650
Wall borough	711
West Deer township	11,900
West Elizabeth borough	515
West Homestead borough	1,720
West Mifflin borough	20,153
West View borough	6,704
Whitaker borough	1,165
Whitehall borough	13,873
White Oak borough	7,803
Wilkins township	6,311
Wilkinsburg borough	15,797
Wilmerding borough	1,911
ARMSTRONG COUNTY	**4,934**

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Hovey township	50
Madison township	861
Mahoning township	1,503
Parker city	656
Perry township	374
Redbank township	1,019
South Bethlehem borough	471
BEAVER COUNTY	**169,205**
Aliquippa city	9,258
Ambridge borough	6,891
Baden borough	4,061
Beaver borough	4,441
Beaver Falls city	8,735
Big Beaver borough	1,955
Bridgewater borough	701
Brighton township	8,326
Center township	11,735
Chippewa township	7,770
Conway borough	2,151
Darlington borough	271
Darlington township	1,897
Daugherty township	3,144
East Rochester borough	562
Eastvale borough	261
Economy borough	9,240
Ellwood City borough	880
Fallston borough	224
Frankfort Springs borough	104
Franklin township	4,003
Freedom borough	1,564
Georgetown borough	155
Glasgow borough	104
Greene township	2,296
Hanover township	3,650
Harmony township	3,133
Homewood borough	108
Hookstown borough	117
Hopewell township	12,531
Independence township	2,583
Industry borough	1,836
Koppel borough	714

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Marion township	760
Midland borough	2,580
Monaca borough	5,678
New Brighton borough	5,911
New Galilee borough	398
New Sewickley township	7,460
North Sewickley township	5,536
Ohioville borough	3,478
Patterson township	2,980
Patterson Heights borough	607
Potter township	496
Pulaski township	1,321
Raccoon township	3,022
Rochester borough	3,578
Rochester township	2,750
Shippingport borough	153
South Beaver township	2,672
South Heights borough	394
Vanport township	1,342
West Mayfield borough	1,345
White township	1,343
BEDFORD COUNTY	**4,600**
Cumberland Valley township	1,365
Londonderry township	1,931
Mann township	479
Southampton township	825
BUTLER COUNTY	**79,820**
Adams township	12,938
Allegheny township	622
Brady township	1,179
Bruin borough	477
Center township	7,811
Cherry township	1,060
Clay township	2,657
Concord township	1,456
Cranberry township	29,914
Deegan borough	N/A
Eau Claire borough	338
Fairview borough	189
Fairview township	2,150
Fallowfield Township	N/A

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Franklin township	2,686
Harrisville borough	901
Karns City borough	192
Marion township	1,221
Mercer township	1,219
Muddy Creek township	2,357
Parker township	520
Slippery Rock township	6,117
Valencia borough	607
Valencia township	N/A
Washington township	1,285
West Liberty borough	388
Worth township	1,536
CENTRE COUNTY	**115,479**
Bellefonte borough	6,287
Benner township	8,620
Boggs township	2,987
Burnside township	439
College township	10,030
Ferguson township	18,585
Harris Township	4,873
Patton township	15,747
Patter township	N/A
Snow Shoe township	1,727
Spring township	7,650
State College borough	42,074
Union township	1,333
CHESTER COUNTY	**13,132**
Coatesville city	13,132
CLARION COUNTY	**18,849**
Ashland township	1,051
Beaver township	1,736
Callensburg borough	150
Climax borough	N/A
Elk township	1,541
Foxburg borough	193
Hawthorn borough	416
Knox borough	1,126
Knox township	1,086
Leatherwood borough	N/A
Licking township	674

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Madison township	1,165
Monroe township	1,458
New Bethlehem borough	990
Perry township	888
Porter township	1,149
Redbank township	1,369
Richland township	392
Rimersburg borough	865
Salem township	772
Shippenville borough	572
St. Petersburg borough	307
Toby township	949
CLEARFIELD COUNTY	**2,472**
Burnside township	1,122
Jordan township	466
Union township	884
ELK COUNTY	**441**
Highland township	441
FAYETTE COUNTY	**134,229**
Belle Vernon borough	1,219
Brownsville borough	2,262
Brownsville township	834
Bullskin township	6,841
Connellsville city	7,516
Connellsville township	2,484
Dawson borough	499
Dunbar borough	1,154
Dunbar township	6,997
Everson borough	763
Fairchance borough	1,825
Fayette City borough	617
Franklin township	2,446
Georges township	6,495
German township	5,000
Henry Clay township	1,609
Jefferson township	1,969
Lower Tyrone township	1,130
Luzerne township	5,911
Markleysburg borough	282
Masontown borough	3,397
Menallen township	4,123

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Newell borough	565
Nicholson township	1,687
North Union township	12,503
Ohiopyle borough	27
Perry township	2,546
Perryopolis borough	1,873
Point Marion borough	1,020
Redstone township	5,468
Saltlick township	3,412
Seven Springs borough	10
Smithfield borough	914
South Connellsville borough	1,819
South Union township	10,646
Springfield township	2,980
Springhill township	2,845
Stewart township	648
Uniontown city	10,094
Upper Tyrone township	2,160
Vanderbilt borough	333
Washington township	3,788
Wharton township	3,518
FRANKLIN COUNTY	**95,966**
Antrim township	15,325
Caledonia borough	N/A
Greencastle borough	4,039
Greene township	17,410
Guilford township	14,685
Mercersburg borough	1,493
Mont Alto borough	1,736
Montgomery township	6,153
Nunnery borough	N/A
Peters township	4,441
Quincy township	5,500
Washington township	14,420
Waynesboro borough	10,764
FULTON COUNTY	**3,417**
Bethel township	1,550
Thompson township	1,116
Union township	751
GREENE COUNTY	**37,669**
Aleppo township	429

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Carmichaels borough	390
Center township	1,208
Clarksville borough	225
Cumberland township	6,442
Dunkard township	2,181
Franklin township	7,068
Freeport township	248
Gilmore township	273
Gray township	196
Greene township	569
Greensboro borough	252
Jackson township	503
Jefferson borough	252
Jefferson township	2,279
Monongahela township	1,733
Morgan township	2,451
Morris township	633
Perry township	1,652
Rices Landing borough	510
Richhill township	827
Springhill township	260
Washington township	1,102
Wayne township	1,058
Waynesburg borough	4,070
Whiteley township	858
INDIANA COUNTY	**24,688**
Center township	4,623
Cherryhill township	2,704
Clymer borough	1,253
White township	16,108
JEFFERSON COUNTY	**10,931**
Beaver township	431
Clover township	415
Heath township	118
Iowa borough	N/A
Knox township	1,000
Pine Creek township	1,368
Polk township	238
Ringgold township	905
Rose township	1,277
Summerville borough	468

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Union township	798
Warsaw township	1,323
Winslow township	2,590
LAWRENCE COUNTY	**73,851**
Bessemer borough	1,200
Big Beaver borough	N/A
Ellport borough	1,081
Ellwood city borough	7,035
Hickory township	2,604
Little Beaver township	1,165
Neshannock township	9,397
New Castle city	22,500
North Beaver township	4,036
Perry township	1,861
Scott township	2,242
Shenango township	7,383
Slippery Rock township	3,201
South New Castle borough	746
Taylor township	1,203
Union township	5,036
Wampum borough	614
Wayne township	2,547
Wurtemburg borough	N/A
McKEAN COUNTY	**20,397**
Bradford city	8,540
Bradford township	4,811
Foster township	4,226
Lafayette township	2,193
Lewis Run borough	627
Tune borough	N/A
MERCER COUNTY	**1,367**
Liberty township	1,367
SOMERSET COUNTY	**32,671**
Addison township	952
Berlin borough	1,986
Brothersvalley township	2,415
Elk Lick township	2,425
Greenville township	763
Meyersdale borough	1,872
Salisbury borough	858

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Somerset borough	6,102
Somerset township	12,275
Southampton township	599
Summit township	2,424
VENANGO COUNTY	**6,330**
Clintonville borough	448
Clinton township	916
Dotter borough	N/A
Emlenton borough	644
Irwin township	1,504
Richland township	596
Rockland township	1,423
Scrubgrass township	799
WARREN COUNTY	**21,344**
Conewango township	3,477
Glade township	2,197
Mead township	1,448
Pleasant township	2,339
Russell borough	N/A
Sheffield township	2,476
Warren city	9,407
WASHINGTON COUNTY	**208,269**
Allenport borough	468
Amwell township	3,724
Beallsville borough	517
Bentleyville borough	2,537
Blaine township	761
Buffalo township	2,105
Burgettstown borough	1,409
California borough	6,564
Canonsburg borough	8,933
Canton township	8,247
Carroll township	5,583
Cecil township	11,909
Centerville borough	3,217
Charleroi borough	4,037
Chartiers township	7,940
Claysville borough	891
Coal Center borough	92
Cokeburg borough	516
Cross Creek township	1,488

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Deemston borough	767
Donegal township	2,240
Donora borough	4,679
Dunlevy borough	389
East Bethlehem township	2,308
East Finley township	1,406
East Washington borough	2,119
Elco borough	312
Ellsworth borough	698
Fallowfield township	4,270
Finleyville borough	371
Green Hills borough	37
Hanover township	2,639
Hopewell township	981
Houston borough	1,290
Independence township	1,662
Jefferson township	1,247
Long Branch borough	461
McDonald borough	1,624
Marianna borough	482
Midway borough	880
Monongahela city	4,208
Morris township	1,040
Mount Pleasant township	3,517
New Eagle borough	2,106
North Bethlehem township	1,499
North Charleroi borough	1,391
North Franklin township	4,585
North Strabane township	14,131
Nottingham township	3,034
Peters township	21,928
Robinson township	1,977
Roscoe borough	749
Smith township	4,443
Somerset township	2,663
South Franklin township	3,267
South Strabane township	9,521
Speers borough	1,159
Stockdale borough	406
Twilight borough	206
Union township	5,776

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Washington city	13,693
West Alexander borough	N/A
West Bethlehem township	1,389
West Brownsville borough	963
West Finley township	967
West Middletown borough	133
West Pike Run township	1,718
WESTMORELAND COUNTY	**196,172**
Buzzardtown borough	N/A
Cereal borough	N/A
Coal Hollow borough	N/A
East Huntingdon township	7,809
Eldora borough	N/A
Fells Chapel borough	N/A
Hempfield township	41,917
Irwin borough	3,881
Jeannette city	9,395
Madison borough	349
Marchland borough	N/A
Manor borough	3,287
Monessen city	7,530
Mount Pleasant borough	4,395
Mount Pleasant township	10,683
North Huntingdon township	30,735
Penn borough	444
Penn township	19,752
Rostraver township	11,197
Rural	N/A
Scottdale borough	4,277
Sewickley township	5,870
Smithton borough	430
South Huntingdon township	5,650
Stewartsville borough	N/A
Sutersville borough	611
Unity township	22,431
West Newton borough	2,556
Youngwood borough	2,973
YORK COUNTY	**387,474**
Carroll township	6,166
Codorus township	3,863
Conewago township	7,884

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Dallastown borough	3,816
Dillsburg borough	2,562
Dover borough	2,042
Dover township	21,293
East Hopewell township	2,405
East Manchester township	7,406
East Prospect borough	1,025
Fawn township	3,120
Glen Rock borough	1,913
Hallam borough	2,656
Hallam township	N/A
Hanover borough	15,429
Hopewell township	5,433
Jackson township	7,740
Jacobus borough	1,928
Jefferson borough	652
Loganville borough	1,184
Lower Chanceford township	3,067
Lower Windsor township	7,430
Manchester borough	2,753
Manchester township	18,415
Manheim township	3,429
Mount Wolf borough	1,708
Newberry township	15,389
New Freedom borough	4,569
North Codorus township	8,996
North York borough	1,873
Paradise township	3,870
Penn township	15,968
Railroad borough	248
Red Lion borough	6,318
Seven Valleys borough	494
Shrewsbury borough	3,838
Shrewsbury township	6,665
Springettsbury township	26,806
Springfield township	5,415
Spring Garden township	12,840
Spring Grove borough	2,358
Stewartstown borough	1,902
Warrington township	4,561
Washington township	2,670

COLUMBIA GAS OF PENNSYLVANIA, INC.
Population by County

Wellsville borough	268
West Manchester township	18,851
West Manheim township	8,144
West York borough	4,580
Windsor borough	1,316
Windsor township	17,838
Wrightsville borough	2,358
Yoe borough	994
York city	43,848
York township	28,301
Yorkana borough	232
York Haven borough	645
York New Salem	N/A

Source: US Census Bureau, Population Estimates Program

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 I. VALUATION
C. GAS UTILITIES

2. Provide an overall system map, including and labeling all measuring and regulating stations, storage facilities, production facilities, transmission and distribution mains, by size, and all interconnections with other utilities and pipelines.

Response:

See Exhibit No. 15, Schedule No. 2, p. 2 for the overall system map of Columbia Gas of Pennsylvania, Inc. The gas system facilities are shown in further detail on approximately 4,800 operating maps on file in the Engineering Department of the Company. Any party to the proceeding who requires access to these detailed maps will be afforded the opportunity, subject to an appropriate protective agreement.

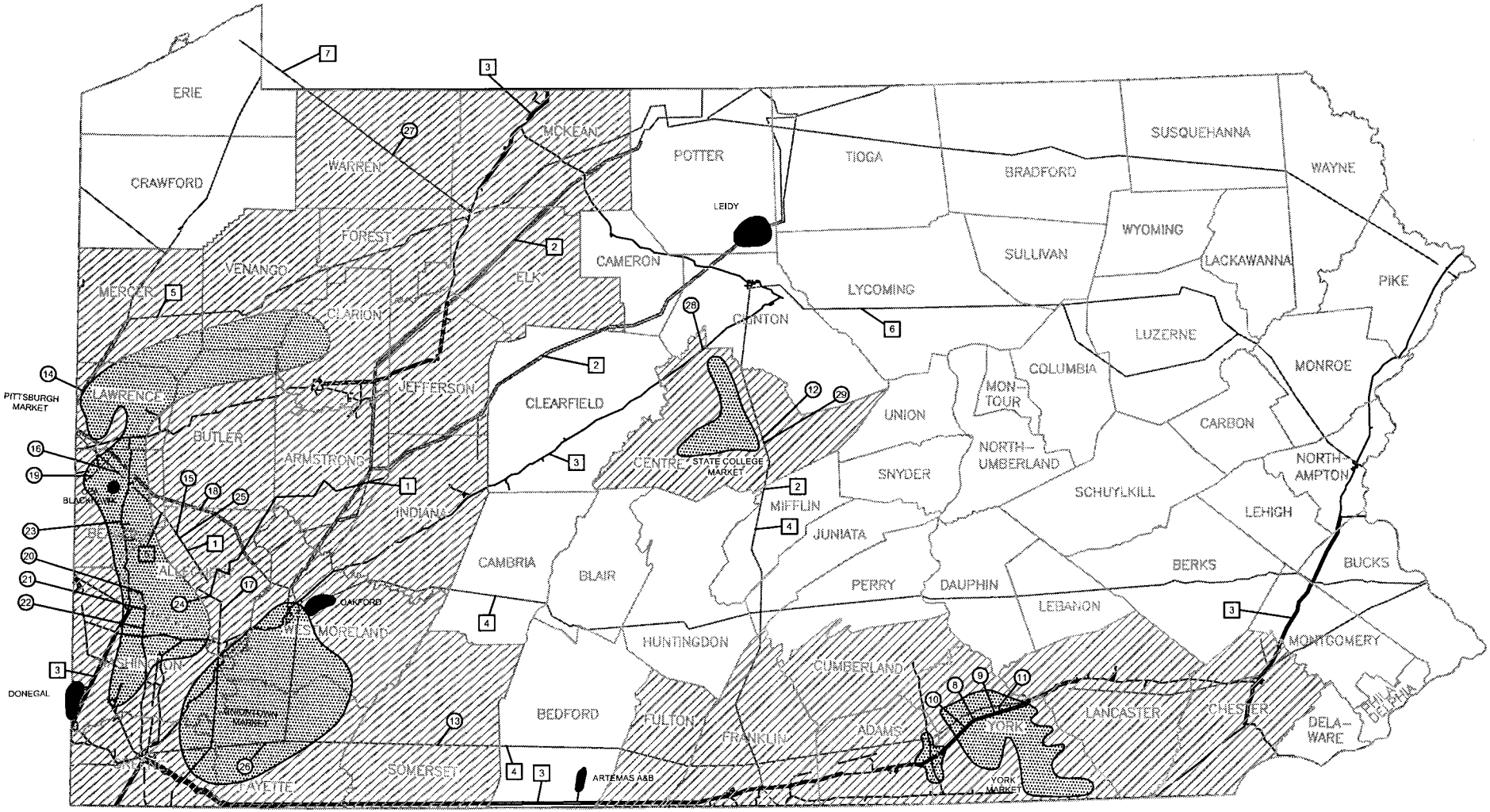
COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 IV. RATE STRUCTURE
B. GAS UTILITIES

8. Supply a map showing the Gas System Facilities and Gas Service Areas. The map should include transmission lines, distribution lines, other companies' lines interconnecting with the interconnecting points clearly designated, major compressor stations, gas storage areas and gas storage lines. The normal direction of gas flow within the transmission system should be indicated by arrows. Separate service areas within the system should be clearly designated.

Response:

For overall system map, see Exhibit No. 15, Schedule No. 2, p. 2.

COLUMBIA GAS OF PENNSYLVANIA, INC.
GAS SYSTEM FACILITIES AND SERVICE AREAS



TRANSMISSION PIPELINES

1. Equitrans Gas Transmission (EQ)
2. Dominion Transmission (DTI)
3. Columbia Gas Transmission (TCO)
4. Texas Eastern Transmission (TET)
5. Tennessee Gas Pipeline (TGP)
6. Transcontinental Gas Pipeline (TRANSCO)
7. National Fuel Gas Supply (NFG)

MAJOR INTERCONNECTS SERVING PA

8. (TCO) North York
9. (TCO) Emigsville
10. (TCO) Admire
11. (TET) Emigsville
12. (TET) Pleasant Gap
13. (TET) Rockwood
14. (TGP) New Castle
15. (TGP) Bradford Woods
16. (TGP) Koppel
17. (EQ) Jefferson
18. (DTI) Warrendale
19. (DTI) Darlington
20. (TCO) McCandless
21. (TCO) Cecil Greentree
22. (TCO) Tannehill
23. (TCO) Ambridge
24. (EQ) Groveton
25. (EQ) Bradford Woods
26. (TET) Uniontown
27. (NFG) Warren
28. (TCO) Snowshoe
29. (DTI) Pleasant GOP

LEGEND

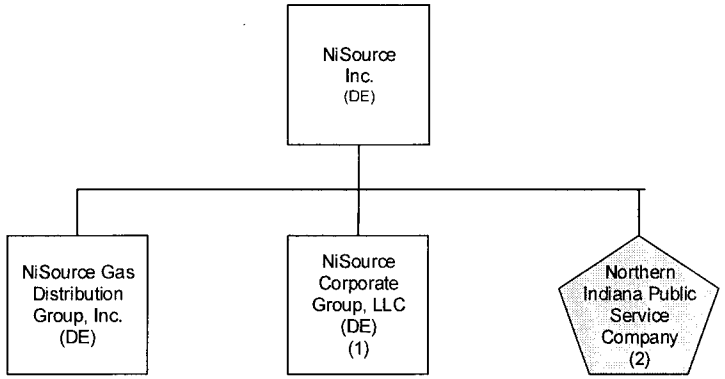
- CPA Service Areas
- CPA Major Markets
- Storage Fields

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 II. RATE OF RETURN
A. ALL UTILITIES

24. Attach chart explaining Company's relationship to its affiliates (System Structure).

Response: See pages 2 through 7.

NiSource Inc. Corporate Structure and Direct Subsidiaries as of December 31, 2017



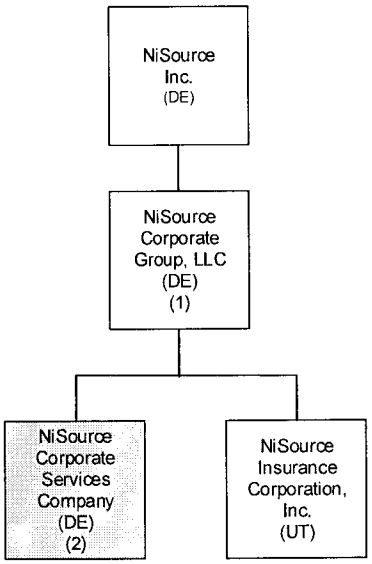
Shaded boxes represent Marketing and Energy Affiliates, as those terms are defined by the Federal Energy Regulatory Commission. Pentagonal shaped boxes represent Transmission Providers. Each subsidiary is 100% owned, unless a smaller percentage is indicated. All entities are organized in Indiana unless otherwise noted.

Certain support services are provided on a company-wide basis by a centralized service company, NiSource Corporate Services Company (NCSC), which is a subsidiary of NiSource Corporate Group, Inc. NCSC provides the following services to NiSource Transmission Providers, Marketing and Energy Affiliates, and other direct or indirect subsidiaries of NiSource Inc.: (a) accounting and budget; (b) human resources; (c) information technology; (d) legal; (e) tax; (f) corporate communications; (g) insurance procurement; (h) risk management; (i) corporate credit; (j) investor relations; (k) real estate; (l) internal audit; and (m) supply chain non-energy procurement.

(1) Converted from a C Corporation on June 2, 2017.

(2) Northern Indiana Public Service Company (NIPSCO) is a combined electric and gas utility. Within NIPSCO are: an electric public utility Transmission Provider, a retail electric service provider, a gas local distribution (LDC) provider, and employees engaged in wholesale power trading. The gas LDC and employees engaged in wholesale power trading are treated as Marketing and Energy Affiliates.

NiSource Inc. - Corporate Center Subsidiaries as of December 31, 2017



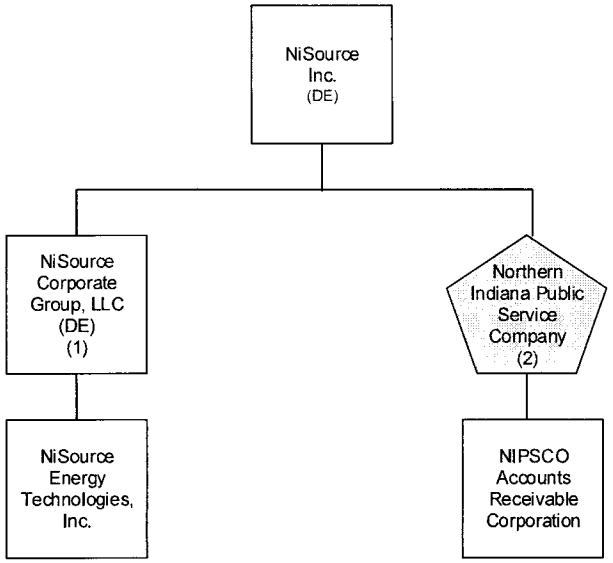
Shaded boxes represent Marketing and Energy Affiliates, as those terms are defined by the Federal Energy Regulatory Commission. Pentagonal shaped boxes represent Transmission Providers. Each subsidiary is 100% owned, unless a smaller percentage is indicated. Circles represent not-for-profits. All entities are organized in Indiana unless otherwise noted.

(1) Converted from a C Corporation on June 2, 2017.

(2) A division of NiSource Corporate Service Company, is treated as a Marketing and Energy Affiliate.

Certain support services are provided on a company-wide basis by a centralized service company, NiSource Corporate Services Company (NCSC). NCSC provides the following services to NiSource Transmission Providers, Marketing and Energy Affiliates, and other direct or indirect subsidiaries of NiSource Inc.: (a) accounting and budget; (b) human resources; (c) information technology; (d) legal; (e) tax; (f) corporate communications; (g) insurance procurement; (h) risk management; (i) corporate credit; (j) investor relations; (k) real estate; (l) internal audit; and (m) supply chain non-energy procurement.

NiSource Inc. - NIPSCO & Additional Other Products and Services Subsidiaries as of December 31, 2017

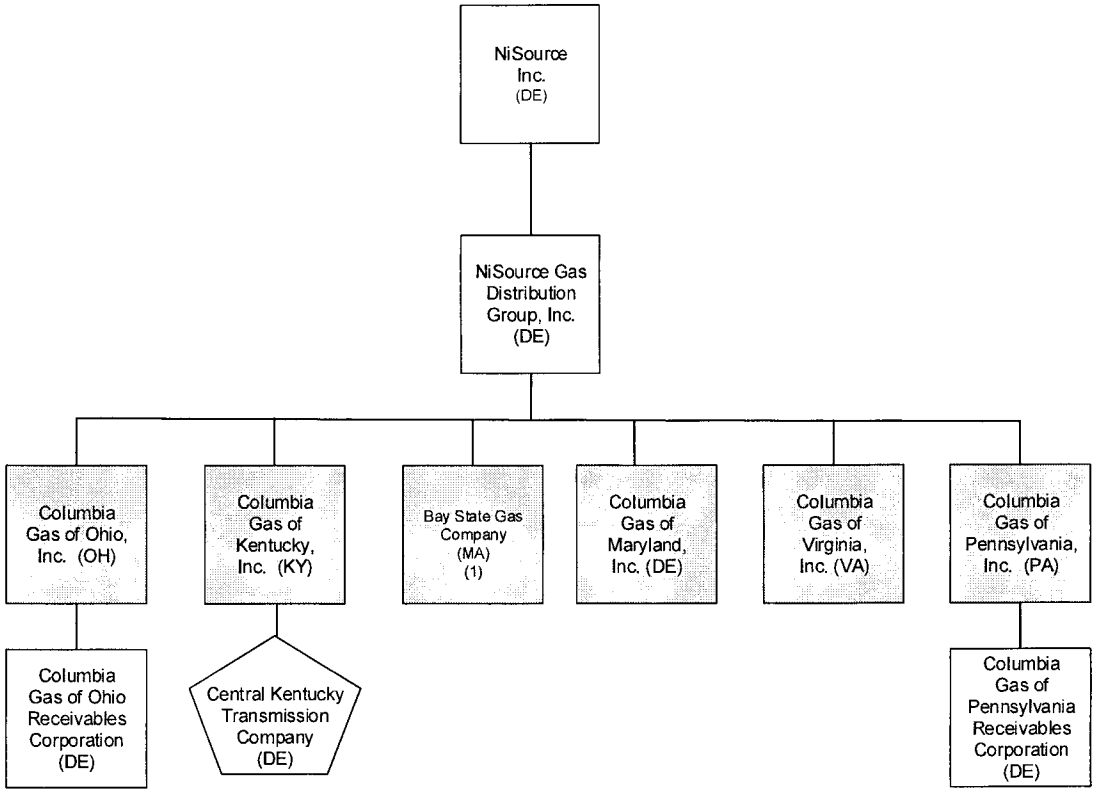


Shaded boxes represent Marketing and Energy Affiliates, as those terms are defined by the Federal Energy Regulatory Commission. Pentagonal shaped boxes represent Transmission Providers. Each subsidiary is 100% owned, unless a smaller percentage is indicated. All entities are organized in Indiana unless otherwise noted.

(1) Converted from a C Corporation on June 2, 2017.

(2) Northern Indiana Public Service Company (NIPSCO) is a combined electric and gas utility. Within NIPSCO are: an electric public utility Transmission Provider, a retail electric service provider, a gas local distribution (LDC) provider, and employees engaged in wholesale power trading. The gas LDC and employees engaged in wholesale power trading are treated as Marketing and Energy Affiliates.

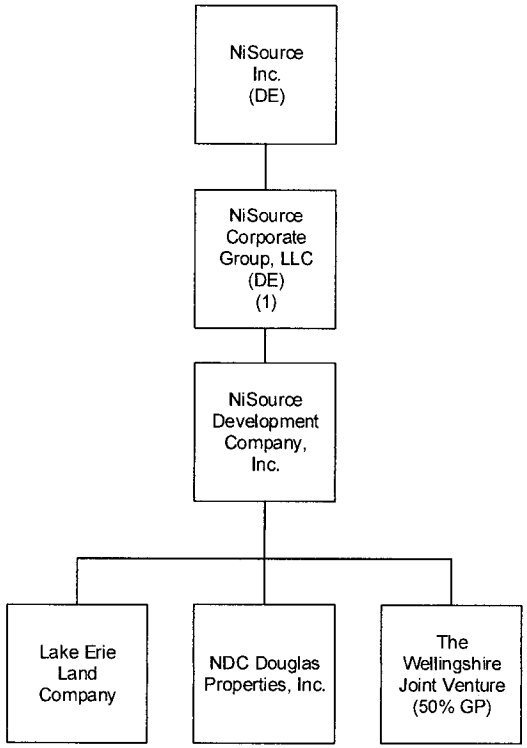
NiSource Inc. - NiSource Gas Distribution & Additional Other Products and Services Subsidiaries as of December 31, 2017



Shaded boxes represent Marketing and Energy Affiliates, as those terms are defined by the Federal Energy Regulatory Commission. Each subsidiary is 100% owned, unless a smaller percentage is indicated. All entities are organized in Indiana unless otherwise noted.

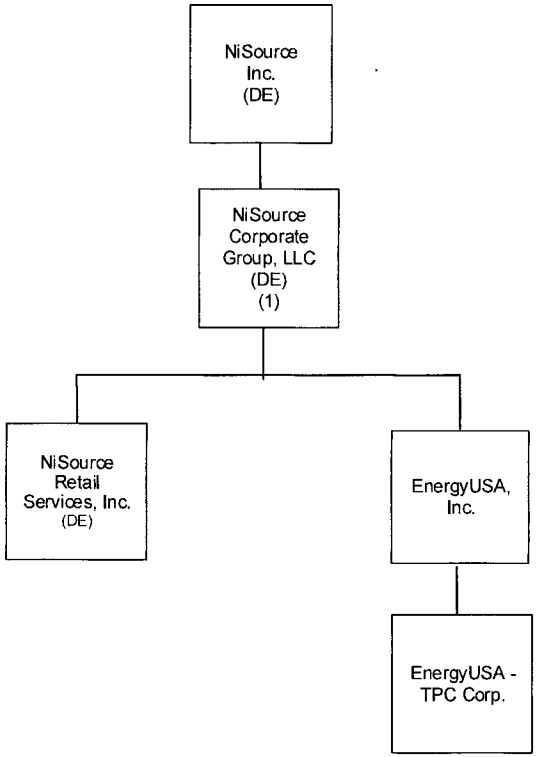
(1) Bay State Gas Company d/b/a Columbia Gas of Massachusetts

NiSource Inc. - Certain Other Products and Services Subsidiaries and Investments as of December 31, 2017



Each subsidiary is 100% owned, unless a smaller percentage is indicated. All entities are organized in Indiana unless otherwise noted.

NiSource Inc. - Certain Other Products and Services Subsidiaries as of December 31, 2017



(1) Converted from a C Corporation on June 2, 2017.

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
E. GAS UTILITIES

7. Provide details of respondent's attempts to recover uncollectible and delinquent accounts

ACTIVE DELINQUENT RESIDENTIAL COLLECTIONS

Residential collection activity in Pennsylvania is governed by Title 52 Pennsylvania Code Chapter 56, Chapter 14, and other guidelines and/or directives issued by the Bureau of Consumer Services.

Since gas service is supplied in advance of payment, rules and regulations (filed with or issued by the PA Public Utility Commission) specify that failure to pay is sufficient cause to discontinue service.

1. The net amount billed becomes due for all residential accounts no less than twenty (20) days after the mailing of the monthly bill. Industrial, commercial and public authority accounts are due no less than fifteen (15) days after the mailing of the monthly bill.

2. Approximately thirty-four (34) days following the mailing of the monthly bill, residential accounts considered "past due" are mailed a 10 day termination notice.

   Columbia Gas of Pennsylvania follows a process to analyze customer payment tendencies and divides customers into groups or "Segments" according to their risk of non-payment.

   Criteria for Issuing Residential Notices:

   Ultra High – Arrears greater than $100
   High – Arrears greater than $100
   Medium – Arrears greater than $150
   Low – Friendly Notice (or) Reminder Notice >=$150 (expected to self-cure)

3. The termination notice is a paper form with a cash re-entry document attached to the top. The termination notice states that service will be

terminated in not less than (10) days from the date of mailing unless one of the following occurs:

(a) A payment is received;
(b) Customer calls in a receipt number as paid to company's call center which is also accepted through company's automated IVRU system;
(c) A satisfactory payment arrangement is made;
(d) A billing dispute is filed with Columbia Gas of Pennsylvania, Inc. or informal complaint is filed with the Pennsylvania Public Utility Commission;
(e) A medical emergency exists.

4. The Company must review with the customer certain items prior to discussing payment agreements.

When a customer contacts the Company before termination, the Company first explains:

56.97(a)(1) The reasons for the proposed termination.

56.97(a)(2) All available methods for avoiding a termination, including:

(i) Tendering payment in full or otherwise eliminating the grounds for termination.
(ii) Entering a payment arrangement.
(iii) Paying what is past due on the most recent previous Company negotiated or Commission payment agreements.
(iv) Enrolling in the Company's Customer Assistance Program, if eligible.

56.97(a)(3) The medical emergency procedures.

After explaining the above, the Company may negotiate a payment arrangement. If the Company and the customer are successful in negotiating an agreement, then 56.97(b)(1)(2)and (3) would be provided when appropriate.

NOTE: If the customer experiences a change in income as defined by Chapter 14, the company will negotiate a new payment plan.

56.97(b)(1) The right of the ratepayer to file a dispute with the utility and, thereafter, an informal complaint with the Commission.

56.97(b)(2) The procedures for resolving disputes and informal complaints, including the address and telephone number of the Commission.

56.97(b)(3) The duty of the customer to pay a portion of a bill which he does not honestly dispute.

If we are unable to negotiate a payment agreement, it is necessary to comply with the provisions of 56.152, the utility company report (dispute report).

5. For those customers who have not taken steps to avoid termination, the Company, approximately seven (7) days after mailing of the 10 day termination notice "shall attempt to contact the customer or occupant, either in person or by telephone, consistent with the Commission's privacy guidelines, and approved by the Commission. This notice shall be provided at least three days prior to the scheduled termination. Phone contact shall be deemed complete upon attempted calls on two separate days to the residence between the hours of 8 a.m. and 9 p.m. if the calls were made at various times each day, those times being daytime before 5 p.m. and evening after 5 p.m. and at least 2 hours apart. If contact is attempted in person by home visit only one attempt is required, as prescribed by Title 52 Chapter 56.93.

6. On the proposed termination date the service technician will either: (1) accept payment of arrears or payment of the catch-up amount of the defaulted payment plan by having the customer make electronic payment, thereby leaving the gas service on; or (2) determine that a medical emergency exists, thereby leaving the gas service on; or (3) obtain a valid receipt from the customer, thereby leaving the gas service on; or (4) terminate service and post a post-termination notice detailing the reason for the termination and the steps required to have service restored. "During the months of December through March, unless personal contact has been made with the customer or responsible adult by personally visiting the customer's residence, the public utility shall, within 48 hours of the scheduled date of termination, post a notice of the proposed termination at the service location," as prescribed by Title 52 Chapters 56.94, 56.95, and 56.96. NOTE: In cases related to victims under Protection From Abuse Orders Columbia will follow Title 52 Chapter 56 Subchapters L-V.

7. For Winter Termination, Title 52 Chapter 56.100 (b) restricts service terminations for customers with household incomes at or below 250% of the Federal Poverty Level. Eligible accounts fitting this income level are reviewed daily by Columbia's Compliance Department to ensure full conformity with Title 52 56.100.

8. On August 11, 2017, the Bureau of Consumer Services (BCS) sent a letter to Utility Company Executives requesting a survey of those premises where heat related service gas has not been restored. A copy of the letter is provided in Attachment A. Columbia responded to the BCS on December 15, 2017, as prescribed by Title 52 Chapter 56 (h) and (i) and submitted an updated response on January 31, 2018, as customary. Both responses are included in Attachment B and C.

9. On November 1, 2017, the Commissioners sent a letter to company executives urging companies to support the Commission's "Prepare Now" campaign. A copy of the letter is contained in Attachment D along with a copy of Columbia's response in Attachment E, which explains the programs Columbia provides to its most vulnerable customers.

FINAL BILL/INACTIVE COLLECTIONS

1. The inactive collections process begins with the issuing of a final bill. The final bill is due approximately twenty-three (23) days from issuance. One day after the due date, a past due notice is sent. If there is no payment or the customer does not enter into a final bill payment plan, the account will be moved to the Early Out process approximately forty-two (42) days from final bill issue. The Early Out vendor will send a letter and make up to eight phone calls over the next thirty (30) days, attempting to get payment. If the Early Out vendor is unsuccessful, the account will be sent to a primary collection agency at approximately day 76.

2. The primary collection agency will complete skip-tracing steps, issue collection letters and notices, make phone contact attempts, and may file suit against debtors. At the Collection Agency's discretion, they may credit report and update account information to the three National Credit Reporting Networks. At the end of nine months, the Primary accounts are returned, and referred to secondary collection agencies.

3. The secondary collection agency will complete skip-tracing steps, issue collection letters and notices, make phone contact attempts, and may file suit against debtors. At the Collection Agency's discretion, they may credit report and update account information to the three National Credit Reporting Networks. At the end of 12 months, the Secondary Agency will move the accounts into their Warehouse program for collections.

4. The Warehouse Program will store accounts while looking for an active location of the Customer's contact location either by a credit inquiry on their credit report or other methods at which time they will resume active collections by collection letters and notices, phone contact attempts, and may file suit against debtors.

5. In addition to collection agency activity, Columbia Gas of Pennsylvania utilizes two processes to identify accounts that have unpaid final bills. During the connect process, CPA's customer information system will highlight outstanding final bills that may exist in the new applicant's name. Reports are also worked that display bad debt finals that have matching active accounts. When these final bills are identified, they may be transferred to the matching active account.

UNCOLLECTIBLE ACCOUNTS

Unpaid finals are written off to bad debt expense approximately 80-105 days following final bill. Final bill collection activity could continue for years following write-off as described above.

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

August 11, 2017

Dear Utility Company Executive:

In accordance with 52 PA Code § 56.100(h) and § 56.100(i), all utilities subject to this Chapter are required to survey those premises where heat-related service, including any landlord-ratepayer accounts, has been terminated during the year. Utilities are reminded that ALL accounts terminated in accordance with the regulations at § 56.81 must be included in the survey results – including those terminated for failure to permit access to meters.

The regulations require utilities to, within 90 days prior to December 1, survey and attempt to make post-termination personal contact with the occupant or a responsible adult at the premises and in good faith attempt to reach an agreement regarding payment of any arrearages and restoration of service. In order to ensure that personal contact is made prior to December 1, the Bureau of Consumer Services (BCS) recommends that your company begin to survey your off accounts no later than September 15, 2017, but you may begin your survey as early as September 1, 2017.

Of particular concern to the Bureau are those residential service accounts where service has not been restored. Accordingly, I am requesting that you report to the Bureau the status of utility service at residential properties where company records indicate that service was terminated on or after January 1, 2017 and has not been reconnected.

When you report the results of your surveys, please use the attached Form A to report the status of accounts terminated in 2017. The report should reflect the status of relevant accounts terminated through November 30, 2017 and be returned to BCS no later than the close of business on December 15, 2017.

A follow-up survey to collect the status of relevant accounts is due in February for which you will receive a subsequent request and instructions. All accounts terminated through December 31 are to be included in the follow-up survey.

The primary goal of the survey is to afford customers who were terminated and who are still residing at the affected properties the opportunity to have service reconnected. To accomplish this goal, we suggest that you make four attempts to contact the ratepayer or a responsible adult occupant at properties where service was terminated in 2017.

The four contact attempts should be a combination of telephone calls and letters to the customer and personal visits to the property. Employees should make attempts to establish contact on different days of the week and at different times of the day (including evening hours). If you have been unsuccessful in contacting consumers in the first three attempts, we are requesting that you make the fourth contact a personal visit to the property. We are also concerned about the categorization of accounts as vacant. Please carefully document the specific reasons you determine properties as vacant. Natural gas utilities should check for usage on electric meters to help determine if a property is vacant.

We strongly encourage referring consumers to available low-income assistance programs and leaving special information packets at properties whose service is off. The packets should contain information about contacting the utility company, applications for energy assistance, and information about any other special assistance programs.

Thank you for your continued cooperation with this important health and safety matter. I have assigned responsibility for the 2017 Cold Weather Survey to Eric Tuttle. Please contact him at etuttle@pa.gov or (717) 705-0621 if you have any questions regarding this year's survey.

Sincerely,

Alexis Bechtel, Director
Bureau of Consumer Services

Attachment

Exhibit No. 16
Attachment B
Witness: J. E. Covert

Columbia Gas of Pennsylvania
A NiSource Company

December 15, 2017

Eric Tuttle
Bureau of Consumer Services
PA Public Utility Commission
PO Box 3265
Harrisburg, PA 17120

Dear Mr. Tuttle,

Enclosed are the results from Columbia Gas of Pennsylvania's 2017 Dormant Account Survey (*Cold Weather Survey*); as requested in the Commission's letter dated August 11, 2017.

As in the past, Columbia will continue to make additional contact attempts (by phone and field visits) to reach out to individuals whose service remains off. Additionally, Columbia's Universal Services Team will continue to work with those low income customers in providing them with the necessary information on funding and the availability of the Customer Assistance Program (CAP). As previously communicated in prior years, Columbia will accept available energy assistance grants in order to restore the gas service for any low income customer whose gas service is still off.

Columbia will also waive the security deposit for any confirmed low income customer whose gas service remains off and who are under 150% of the Federal Poverty Level. Columbia will also limit the combined reconnection fee and security deposit to $150.00.

Finally, Columbia will continue to make every possible effort to restore gas service to those individuals presently "living without heat." Our goal and highest priority is to reduce this number to zero.

If you have any questions or need additional information, please do not hesitate to give me a call at (717) 849-0138.

Sincerely,

Diane G. Brown

Diane G. Brown
Manager Regulatory Compliance
Columbia Gas of PA., Inc.

Form A

2017 Cold Weather Survey
The Pennsylvania Public Utility Commission
Bureau of Consumer Services

1. 10,588 Number of heat-related residential properties terminated between 1/1/17 and 11/30/17.

2. 4706 Number of heat-related residential properties to be surveyed. (Those that your records show as not reconnected).

Survey Results

Place each of the properties from Item #2 above into ***one*** of the following categories:

A. 821 Number of vacant premises (reasonably sure).

B. 3038 Number of accounts where contact was made and service was reconnected with a payment/settlement agreement, or where service was connected in a new name, or where service was reconnected for other reasons.

C. 0 Number of accounts where unauthorized use was discovered. No payment agreement established, service will remain on (with or without contact).

D. 394 Number of accounts where no contact was made and premises appear to be occupied.

- 182 (i) Number of these accounts identified as non low income customers or income is unknown.
- 95 (ii) Number of these accounts identified as low income customers (Do not include CAP customers, report CAP customers in (iii) below).
- 117 (iii) Number of these accounts identified as CAP customers who defaulted on their agreement.

Form A, Page 2

E. 453 Number of heat-related premises that are occupied and the regulated utility service has not been reconnected.

162 (i) Number of these accounts identified as non low income customers or income is unknown.

141 (ii) Number of these accounts identified as low income customers (Do not include CAP customers, report CAP customers in (iii) below).

150 (iii) Number of these accounts identified as CAP customers who defaulted on their agreement.

229 (iv) Number of these accounts who are using an alternative heating source. Identify the heating source below.

Heating with:

1. 6 kerosene heater
2. 197 electric space heater
3. 6 wood/coal stove or furnace
4. 3 fireplace
5. 2 kitchen stove/oven
6. 0 oil-filled space heater
7. 15 other (specify)

Elec. Baseboard	8
Propane	2
Conv to Elec	2
Electric Blanket	1
Pellet Stove	1
Electric Fireplace	1

Columbia Gas of PA, Inc.
Company Name

Diane G. Brown (717) 849-0138
Company Contact Person and Phone No.

dgbrown@nisource.com
E-mail Address

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

Nov. 1, 2017

Dear Utility CEO:

For 15 years, your company has supported the Pennsylvania Public Utility Commission's annual "Prepare Now" campaign, focusing on households who may struggle with the cost of cold-weather energy bills, and we encourage and appreciate your continued support.

The 2017 "Prepare Now" campaign continues the focus on educating consumers about the availability of low-income programs; increasing awareness of ways to reduce winter heating costs including energy conservation; encouraging consumers to check electric and natural gas bills and supplier contracts; and informing consumers about PAPowerSwitch.com and PAGasSwitch.com as resources to shop for services.

It is imperative that we work together to inform consumers about the availability of programs to help them maintain or restore utility service. Some individuals and families may not be familiar with these services, while changing circumstances may trigger a need for assistance for households who may not have faced this situation before. For these reasons we urge all utilities to increase their outreach efforts to ensure that consumers receive information about any program for which they may be eligible, and work closely with payment-troubled consumers to minimize disputes as part of your obligation of good faith, honesty and fair dealing.

The size and reach of these programs is notable: In 2016, Pennsylvania utilities spent nearly $398 million on customer assistance programs. Collectively, these utility programs assisted more than 313,000 electric customers and over 160,000 natural gas customers across the state, helping heat homes or pay energy bills through Customer Assistance Programs (CAPs), Low-Income Usage Reduction Programs (LIURPs) and other services. Low-income households may also be eligible for grants under the federal Low-Income Home Energy Assistance Program (LIHEAP) which may be a companion to the utility-based programs.

As part of consumer outreach for the upcoming winter heating season, we ask you to consider the following activities:

1) Improve efforts to link consumers to programs that are available to help them restore and maintain service, such as CAP, LIHEAP and utility or local Hardship Funds.

2) Refer low-income consumers to CAP when they call to make payment arrangements, so they may also benefit from arrearage forgiveness if they qualify.

3) Restore service to low-income consumers upon enrollment into the company's CAP for the first time.

4) Exercise leniency when establishing payment arrangement plans for all consumers. Utilities have more discretion in making payment arrangements than does the Commission. When assessing whether to grant a payment arrangement, please consider changes in circumstances such as lost or reduced income, extended illness of the ratepayer or a household member, or increased household size and accompanying expenses.

5) Increase corporate donations to and fundraising for utility Hardship Funds and other local programs that assist consumers who need help paying their utility bills.

6) Review company procedures to ensure that automatic payments and online payments allow for consumer contributions to Hardship Funds.

7) Limit the number of terminations of confirmed low-income consumers by scaling back the company's termination program as cold weather and the winter termination moratorium approach. This includes reviewing termination and reconnection procedures to allow consumers who are making a good faith effort to pay their bills to keep utility service whenever possible.

8) Waive or reduce security deposits, reconnection fees and late payment charges if they are a barrier to restoration of service or establishing a payment arrangement. If a security deposit or reconnection fee is necessary, consider adding it to the consumer's bill instead of making it an initial condition of providing service.

9) Accept any combination of LIHEAP grant, crisis grant and Hardship Fund grant as sufficient funds to initiate or reconnect service for low-income consumers. If a consumer payment is also necessary, we encourage you to be as lenient as possible.

10) Provide customers with information about home heating safety and work to get consumers who have been "red tagged" the assistance or information needed to help in obtaining repairs to furnaces or heating systems. Refer low-income consumers to the LIHEAP crisis program for emergency repairs.

11) Promote the use of budget billing programs and third-party notification forms.

12) Provide information to consumers regarding how they can reduce their heating costs through conservation, including information on weatherization programs as well as cost-effective steps they can do themselves.

Please inform the Commission by Friday, Nov. 17, 2017, of your specific plan regarding the annual "Prepare Now" campaign. Also, feel free to offer any additional suggestions you may have that would improve our efforts. Send any comments to Sasha Oberheim in the Bureau of Consumer Services at soberheim@pa.gov.

Thank you for your cooperation.

Sincerely,

Gladys M. Brown
Chairman

Andrew G. Place
Vice Chairman

John F. Coleman Jr.
Commissioner

David W. Sweet
Commissioner

Columbia Gas® of Pennsylvania

Mike Huwar
President

A NiSource Company

121 Champion Way, Ste. 100
Canonsburg, PA 15317
mhuwar@nisource.com

November 17, 2017

Chairman Gladys M. Brown
Pennsylvania Public Utility Commission
Commonwealth Keystone Building – 3rd Floor
400 North Street
Harrisburg, PA 17120

Re: Pennsylvania Public Utility Commission's *Prepare Now* Campaign

Dear Chairman Brown:

Thank you for the November 1, 2017, Joint Commissioner's letter regarding the Public Utility Commission's ("PUC" or "Commission") 15th annual "Prepare Now" campaign. Columbia Gas of Pennsylvania ("Columbia Gas") recognizes the importance of the PUC's annual Prepare Now efforts and we continually strive to educate customers about programs to assist in paying winter heating bills, programs to conserve energy and reduce winter heating bills, in addition to information regarding customer choice.

Once again, I am pleased to provide the Commission with the many steps Columbia Gas has taken to assist in the Prepare Now campaign. We take seriously our responsibility to reach out and provide our customers with the resources they need to stay safe and warm in their homes during the winter heating season. Customer safety is paramount.

In response to the suggested practices outlined in the Prepare Now letter, Columbia Gas of Pennsylvania's various customer assistance programs and efforts are outlined below.

Improve efforts to link consumers to programs that are available to help them restore and maintain service, such as CAP, LIHEAP and utility or local Hardship Funds.

Columbia Gas reaches out to the communities we serve throughout the year so that we may connect with our customers. Our universal service employees attend numerous community outreach, legislative, and senior fair events. At senior fair events, we are able to provide information to attendees about all of our assistance programs, including information on the PAPowerSwitch and PAGasSwitch websites as resources for customers to shop for energy suppliers.

We also believe that employees who interact with our customers should be resources for them regarding available assistance programs. In the Fall, all employees who have regular contact with our customers receive updated information, which employees use as a resource about assistance programs that are available to help customers in need.

LIHEAP and Customer Education

As we have done for more than two decades, Columbia Gas proactively promotes the LIHEAP program. Most recently, on November 1, 2017, Columbia Gas announced the opening of the LIHEAP program. Columbia Gas promotes the program through social media channels, radio, and digital advertising efforts across our operations footprint. This LIHEAP ad campaign will run through March of 2018. Additionally, we issued a press release to local media outlets. As a result of the press release, we received coverage through *The Times* (Beaver County) and *The New Castle News* (Lawrence County). On November 14, 2017, we hosted a LIHEAP luncheon event with the local veteran community in Pittsburgh, Pa., attended by local legislators and former Steelers great and LIHEAP spokesperson Franco Harris to encourage customers to apply now.

Through our annual LIHEAP customer education campaign, which includes radio and television commercials, we continue to advise customers on the availability of LIHEAP grants and encourage them to apply. LIHEAP bill inserts are currently being provided to customers in their monthly bills.

We also operate a LIHEAP hotline to help customers complete their LIHEAP applications. Additional outreach activities include customer emails, social media posts, community events, and news releases distributed throughout the heating season.

To ensure that our customer care center representatives are referring all eligible customers to LIHEAP, we conduct an internal awareness campaign that includes a kick-off breakfast where we remind our representatives of the program guidelines and promotional activities, encouraging appropriate referrals throughout the heating season.

Refer low-income consumers to CAP when they call to make payment arrangements.

In order for customers to get the help they need quickly, Columbia Gas has a specialized group of employees at our call center who are available to handle all Universal Service inquiries and to refer our customers to multiple programs, including the WarmWise Low-Income Usage Reduction Program (LIURP), Customer Assistance Program (CAP), Columbia's Fuel Fund and LIHEAP. To provide easy access to this specialized call group, we created and advertise a separate toll-free number for the Universal Services programs. All customers who declare their income as at or below Federal Poverty Guidelines are automatically handled through this group. The Universal Service Team reviews guidelines, monitors calls, provides on-going training, and updates the knowledge management system on a regular basis to ensure that customers who need these programs are appropriately referred.

In December, 2016, Columbia transferred the management of our Smithfield, Pa. call center from an outside company to NiSource, Columbia's corporate parent. This transition has allowed NiSource to own the relationships with our customers through our customer care center so that we can be nimble and reactive to improve information provided to our customers and achieve top-tier customer service. Additionally, bringing the function back in-house has reduced employee turnover at the call center, which increases the efficiency of the team, and improves the quality of the information that we are giving to our customers. As part of this transition, several training sessions for our Universal Service teams has been conducted throughout the year.

Increase corporate donations to utility Hardship Funds and other local programs that assist consumers who need help paying their utility bills.

As the Commission is aware, the Columbia Gas Hardship Fund is administered by the Dollar Energy Fund. Columbia Gas contributes one dollar of shareholder money for every dollar contributed by its customers to Dollar Energy. We continue to assist in the Dollar Energy Fund's fundraising efforts by sponsoring Dollar Energy's annual summer golf outing and the winter Warmathon event. These events are designed to educate customers about the Dollar Energy Fund and encourage donations to the Hardship Fund.

As we have done for several years, we are again partnering with the Trans-Siberian Orchestra. Through this partnership, the Trans-Siberian Orchestra contributes a portion of its ticket proceeds to the Dollar Energy Fund, and we directly match those contributions. Last year, this generated an additional $11,000 for the Dollar Energy Fund.

New this year, we have partnered with the smart technology company, Nest, to raise awareness and increase contributions to the Dollar Energy Fund. For every Nest Learning Thermostat purchased by Columbia of Pennsylvania customers as part of a customer awareness campaign, Columbia and Nest together will donate $25 to the fund. The campaign will run through April of 2018.

Review company procedures to ensure that automatic payments and online payments allow for consumer contributions to Hardship Funds.

We continue to request donations from customers to the Hardship Fund through direct mail and electronic mail, and we will promote the program through social media this heating season. Our electronic mail solicitation includes a link to donate on the e-mail notification received by all electronic billing customers. Those who do not sign up to donate to the Hardship Fund continue to see the option to donate on each payment stub. All bill inserts including the Hardship Fund donation request can be viewed by those making payments online when reviewing their bill.

Limit the number of terminations of confirmed low-income consumers by scaling back the company's termination program as cold weather and the winter moratorium approach. This includes reviewing termination and reconnection procedures to allow consumers who are making a good faith effort to pay their bills to keep utility service whenever possible.

As part of the 2017 Cold Weather Survey, Columbia Gas continues to focus its efforts to reach customers who are without service. Customer outreach activities include phone calls, letters, and field visits during which we advise customers of available assistance programs to have their service reconnected. In addition, we employ customer outreach coordinators who contact social service agencies throughout the winter to facilitate service restoration for all termintated customers.

Waive or reduce security deposits, reconnection fees and late payment charges if they are a barrier to restoration of service or establishing a payment arrangement. If a security deposit or reconnection fee is necessary, consider adding it to the consumer's bill instead of making it an initial condition of providing service.

As in the past, we will limit the combined reconnection fee and security deposit amount to $150.00 and also incorporate any available energy assistance grants in order to reduce any upfront monies requested. When a customer or applicant is identified as low-income, the

customer will be referred to our Customer Assistance Program ("CAP") and all security deposits and reconnection fees will be waived. As in previous years, we will continue to accept available energy assistance grants to offset missed CAP payments in order to restore service for those customers who have been removed from CAP.

Accept any combination of LIHEAP grant, crisis grant and Hardship Fund grant as sufficient funds to initiate or reconnect service for low-income consumers. If a consumer payment is also necessary, we encourage call center representatives to be as lenient as possible. Exercise leniency when establishing payment arrangement plans for all consumers. When assessing whether to grant payment arrangement, please consider changes in circumstances such as lost or reduced income; extended illness of the ratepayer or a household member; or increased household size and accompanying expenses.

Columbia Gas looks for ways to coordinate the referral and intake processes for all assistance programs in order to leverage the value of multiple benefits – a one-stop-shopping approach to help address all customer concerns with one phone call. We also look for ways to coordinate programs with other utilities in order to provide customer convenience and reach ultimate program efficiencies. An example of this includes the cross checking of income that occurs at the contractor level between utilities to gather income verification data for customers to remain in the CAP.

We comply with Chapter 14 of the Public Utility Code, and Chapter 56 regulations relating to payment plan negotiations, particularly those situations where the household income drops, the household has experienced a change in household size, or the household is impacted by a medical condition. We also allow for additional leniency in implementing these guidelines if deemed appropriate by the CARES representatives.

Provide customers with information about home heating safety and work to get consumers who have been "red tagged" the assistance or information needed to help in obtaining repairs to furnaces or heating systems. Refer low-income consumers to the LIHEAP crisis program for emergency repairs.

Columbia Gas continues to make our Emergency Repair Program (ERP) available to provide financial assistance to eligible homeowners for gas line and heating equipment repairs. The Emergency Repair Program is funded at $600,000 annually.

As we have done for several years, in September, Columbia Gas employee volunteers partnered with local contractors to provide complimentary clean and tune services to 50 pre-selected elderly and disabled low-income customers. Through this initiative, we discovered boilers/furnaces and hot water tanks that needed to be replaced, solved venting problems, and repaired service line leaks at no charge to the customers. These safety repairs were funded through our ERP.

We issued a Prepare for Winter Now press release, which outlined tips for preparing homes for cold weather in addition to gas safety and customer programs messaging. We also implemented a "Cold Weather Minute" campaign that includes social media posts and monthly press releases with tips to keep homes safe and warm throughout the winter months. We participated in a sponsorship with WSHH in Pittsburgh and partnered with the American Red Cross to run winter safety messaging through social media, WSHH 99.7 FM, and participated in a 10-minute interview on winter safety tips for the station's weekly public affairs program. We

additionally implemented a Prepare and Prevent social media campaign, through which we donated funding (up to $5000) to the American Red Cross for every additional "like" or "follow" we received on our social media pages. The campaign includes winter safety messaging.

Promote the use of budget billing programs and third-party notification forms.

Columbia Gas is committed to keeping gas service connected and bill payment easy for all of our customers by encouraging the use of the budget billing program, affordable payment plans, and referrals to our network of customer programs. For our more vulnerable and/or senior customers, we strongly recommend the use of the third party notice to provide an extra layer of protection to avoid termination of service.

Columbia Gas has extended its third party notification program to include all CAP reminder and reverification notices. This will provide relevant information to an authorized third party to assist in maintaining active CAP status.

In addition, we will provide brochures on all programs, including information on third party notifications to community based organizations and encourage the agencies to share the information with their communities.

Provide information to consumers regarding how they can reduce their heating costs through conservation, including information on weatherization programs as well as cost-effective steps they can do themselves.

WarmWise
WarmWise is a series of energy saving programs that help identify where a customer's home is losing energy and provide solutions to start saving energy and money. WarmWise programs include:

- WarmWise LIURP
- WarmWise Audits & Rebates
- WarmWise Energy Efficiency Information

WarmWise Low Income Usage Reduction Program ("LIURP")
Columbia Gas has a long and successful history of providing weatherization programs to our low-income customers. For more than two decades, we have been covering the costs to insulate customers' homes and install high efficiency furnaces to help customers reduce their consumption and lower their bills. We weatherize approximately 550 homes each year through our WarmWise LIURP, and participating customers have seen average annual reductions in gas consumption of 24 percent. LIURP is funded at $4.75 million annually.

WarmWise Audits & Rebates
For our customers with incomes at or below 250% of the Federal Poverty Level who do not qualify for the LIURP program, we provide WarmWise Audits & Rebates to help them use energy more efficiently. Eligible customers can schedule a free home energy audit that is performed by a Building Performance Institute ("BPI") certified auditor, and the auditor will make recommendations for an energy efficiency plan. Additionally, we provide financial incentives in the form of up-front rebates for energy efficiency measures that the customer chooses to implement. Customers who are home owners may apply up to $1,800 towards the installation of audit recommended measures, making it more affordable to implement retrofits that are needed to save money on their energy bills and make their homes more comfortable.

We perform appliance safety checks during the home performance assessment. Many times, red tagged safety items are identified that not only interrupt the audit, but sometimes cause a gas service interruption until the repair can be made. The customers within the program who are slightly over the income guidelines for other low income assistance may be unable to afford the repairs on their own. We understand the position these customers are in, so Columbia Gas provides a $300 safety rebate to assist customers with the remediation of the safety item. This rebate allows customers to retain gas service and continue to participate in the program that will eventually result in more measures to help reduce their energy consumption and bills.

We are also engaged in direct outreach initiatives to spread program awareness. As an example, we launched a targeted WarmWise print and social media advertising campaign in York County and Western PA. Simultaneously, Columbia performed an email effort for 45,000 customers across Columbia's service territory. The emails introduced the program and its guidelines and encouraged customers to participate in the program. Additionally, we provided an incentive for customer participation by offering a contest drawing for those who completed an energy audit within a specific time frame.

We partner with community outreach projects to increase awareness of our WarmWise Audits & Rebates program, help promote the increased program benefits for eligible customers and, in some cases, leverage additional funding for customers. As an example, we participate in the Re-Energize Pittsburgh Coalition, a community-based, grass roots consortium created to increase energy efficiency benefits in Allegheny County.

Likewise, we are partnering with the electric utilities in our service area to coordinate outreach, referrals and, when appropriate, audits to increase participation in both programs and improve the customer's overall experience.

WarmWise Energy Efficiency Information

We offer educational materials to all customers to help them improve their home's energy efficiency and manage their gas bills. Upon request and at no charge, we send customers information on no-cost or low-cost weatherization actions, materials, and resources. We engage the services of Goodwill Industries to perform the fulfillment duties of this program.

In addition, we will continue to issue energy efficiency tips on our website and social media sites as additional resources.

Columbia Gas is pleased to join the Commission in the 14th annual "Prepare Now" campaign to provide important customer information and improve customer awareness of our many programs to help pay winter heating bills and conserve energy.

Should you have any questions, or need additional information, do not hesitate to give me a call at 724-416-6300.

Sincerely,

Mike Huwar
President

cc: Sasha Oberheim (via e-mail)

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 I. VALUATION
C. GAS UTILITIES

1. Provide, with respect to the scope of operations of the utility, a description of all property, including an explanation of the system's operation, and all plans for any significant future expansion, modification or other alteration of facilities.

This description should include, but not be limited to the following:

a. If respondent has various gas services areas, indicate if they are integrated, such that the gas supply is available to all customers.

Response: Columbia Gas of Pennsylvania, Inc. (CPA or the Company) is a natural gas distribution company serving approximately 426,000 customers in four separate geographic areas within the Commonwealth of Pennsylvania. CPA serves these four geographic areas with natural gas supplies received from six separate interstate pipeline systems through over 300 individual points of receipt. While the majority of the individual distribution systems behind each point of receipt are not physically interconnected, all system supply purchases are integrated for billing purposes and available to all sales customers on an "as needed basis" absent any pipeline facility limitations.

b. Provide all pertinent data regarding company policy related to the addition of new consumers in the company's service area.

Response: All pertinent data regarding the company policy related to the addition of new customers may be found in the company's approved tariff currently on file with the Pennsylvania Public Utility Commission. CPA, through a very deliberate process, is attaching those new loads to its system for which the economics prove favorable. CPA does not anticipate any difficulty in acquisition of new supplies to serve new customers. However, contingent upon the geographic location of desired service, the need for upgrading present facilities or service lines must be carefully evaluated and considered. Specifically, the policy for evaluating such loads are described in Section 8, Extension, for Rules and Regulations Governing the Distribution and Sale of Gas. Please refer to Exhibit No. 14, Schedule No.2, for a copy of Columbia's current tariff.

c. Explain how respondent obtains its gas supply, as follows:

(i) Explain how respondent stores or manufactures gas; if applicable.

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 I. VALUATION
C. GAS UTILITIES

Response: The Company does not manufacture gas. The Company stores natural gas through contracted storage services provided by three interstate pipeline companies. Generally, gas is purchased, delivered and injected in storage during the summer and withdrawn during the following winter to meet weather affected increases in customer demand.

(ii) State whether the company has peak shaving facilities.

Response: The Company has no peak shaving facilities. The Company utilizes daily purchases to meet a small percentage of and contracted storage services to meet the majority of weather related increases in customer demand.

(iii) Provide details of coal-gasification programs, if any.

Response: The Company has no coal-gasification programs.

(iv) Describe the potential for emergency purchases of gas.

Response: CPA has under contract sufficient peak day and seasonal supplies to meet the needs of its firm customers under those design peak day and design winter season conditions having a limited probability of occurrence. As a result, absent conditions beyond design or a disruption in firm supply, CPA does not foresee any need to purchase emergency gas. Nonetheless, if CPA should require emergency gas supplies, CPA will request excess deliveries from Columbia Gas Transmission, LLC (TCO) and the other interstate pipelines CPA is connected with, as needed, under the respective FERC approved Firm Storage (FSS) and/or Transportation Service (FTS) Rate Schedules of these pipelines. CPA will also actively search for available supplies to purchase in the marketplace and, if needed, seek additional supplies from those distribution companies participating in the Mid-Atlantic Contingency Planning Group. In the extreme case where excess FSS or FTS deliveries or additional gas supplies are not available, the demand of CPA's firm customers may be satisfied by reducing the consumption of lower priority customers as described in Section 2.3 of CPA's tariff.

(v) Provide the amount of gas in MCF supplied by various suppliers in the test year (include a copy of all contracts).

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 I. VALUATION
C. GAS UTILITIES

Response: Please see Exhibit No. 10, Schedule 7 for the Mcf of gas supplied by various suppliers in the test year.

Attachment A to this response provides a list of the Base Contracts that were utilized by Columbia for the purchase of natural gas supplies during the Historical test year. A sample of a Base Contract is included in this response as Attachment B to this response.

Natural gas purchases made during this time period include those for system supply on a spot basis (one month or less), term basis (longer than one month) as well as purchases made to be sold as incremental supply pursuant to Columbia's off-system sales program. The types of purchases that were made under each Base Contract during the Historical test year are indicated in Attachment A.

The Base Contract provides the general terms and conditions for the purchase and sale of natural gas. Whenever a transaction is agreed to, the parties enter into a specific transaction confirmation setting forth the agreed upon terms of the deal (volume, price, term, location, etc.). The transaction confirmation is in a format like that which is attached as Exhibit A in the Base Contract. There are numerous confidential transactions confirmations, samples of which can be made available upon request at Columbia's offices located in Columbus, Ohio, subject to the execution of a confidentiality agreement.

Local gas purchase contracts have been excluded from this response due to the large number of contracts and their relatively small purchase volumes. Please see Attachment C to this response for a sample contract.

(vi) Provide the amount of gas in MCF supplied from company-owned wells during the test year.

Response: The Company has no company-owned gas wells.

d. Provide plans for future gas supply, as follows:

(i) Supply details of anticipated gas supply from respondent's near-term development of gas wells, if any.

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 I. VALUATION
C. GAS UTILITIES

Response: The Company has no plans to develop company-owned gas wells.

(ii) Provide gas supply agreements and well development ventures and identify the parties thereto.

Response: The Company has entered into certain transaction confirmations for near term gas supply needs. Please see the response to Question c. (v) above related to the review of transaction confirmations. The Company has no well development ventures.

e. Indicate any anticipated curtailments and explain the reasons for the curtailments.

Response: The Company does not anticipate any curtailments. While not curtailment, should the Company have inadequate supplies to meet total customer demand, it may reduce the interruptible portion of its banking and balancing service to General Distribution Service (GDS) customers resulting in the need for GDS customers to either increase supplies delivered to the Company or to reduce their consumption in line with their delivered supplies. These banking and balancing services may also be reduced should the Company receive more supplies than it is able to accept through a combination of customer demand and storage injection. Under this scenario the Company would ask GDS customers to reduce their deliveries to the Company.

f. Provide current data on any Federal Power Commission action or programs that may affect, or tend to affect, the natural gas supply to the gas utility.

Response: Federal Energy Regulatory Commission (FERC) Activities

Columbia takes an active role in FERC proceedings that have the potential to impact reliability of natural gas supply to its customers and the cost associated with its delivery, whether these proceedings are pipeline specific or industry-wide. In compliance with Section 53.64 (C)(4) of the Commission's regulations, Columbia participates in proceedings before the Federal Energy Regulatory Commission (FERC) as reflected in Exhibit No. 3 as a part of its annual 1307(f) proceeding.

FERC Proceedings

Since Columbia's last rate case, there have been several proceedings in which interstate pipelines serving Columbia filed Stipulation and Agreements (S&A). These S&A filings tend to serve all stakeholders because they avoid the cost of a full Section 4 general rate case proceeding, and address smaller specific items. The S&A also provide for a faster resolution of the issues. Columbia participated in all of these S&A proceedings, and are further discussed later in this document.

Most interstate pipelines file annual and semi-annual trackers to recover the cost of items such as fuel, electric power, environmental activities and third party transportation charges, which are permissible under tariffs that are on file and approved by the FERC. When these tracker filings have the potential to impact reliability and/or cost to its customers, Columbia intervenes in these dockets.

Interstate Pipeline Developments

As the production of natural gas continues to rise in the Marcellus and Utica shale regions, surplus gas is finding markets beyond the area through new projects being undertaken by interstate gas transmission entities. In all capacity related cases, interstate pipelines are required to use FERC's regulatory process to obtain authorization for construction and operation. When interstate pipelines serving Columbia seek authorization to construct and operate new projects, Columbia intervenes on behalf of its customers and monitors relevant proceedings appropriately.

Below are some examples of the projects in various stages that Columbia has been following due to their potential impact on Columbia's operations and or its customers.

Columbia Transmission (TCO)

TCO has undertaken several projects that are located in Columbia's service area. When these projects are smaller in capital expenditure, TCO has sought approval through the blanket authority granted by the FERC. Some projects are also a part of TCO's Modernization Program.

TCO's five year Modernization Program, approved by the FERC in Docket No. RP12-1021, is almost complete save for some minor unfinished items.

Following Modernization's success, TCO sought and received support from most shippers for a sequel, called Modernization II, or Mod II. The Mod II Stipulation and Agreement was submitted to the FERC in Docket No. RP16-314 and received approval in March, 2016. TCO recovers the costs of both modernization programs through the Capital Cost Recovery Mechanism (CCRM), which too has been approved by the FERC. Both these programs improve reliability of TCO's system, and Columbia's customers benefit from the improvements. Columbia's customers are impacted financially by the CCRM. Hence, Columbia participated in the Settlement talks for Mod II, just like it did for Mod I. Columbia intervened in the Mod II FERC docket, and continues to participate in periodic (usually annual) updates provided by TCO.

TCO also filed a petition for approval of a Settlement to implement a new framework for the allocation of Lost and Unaccounted For gas ("LAUF") between TCO's transmission and gathering low pressure functions (RP16-1082). Columbia participated in the technical discussions and the settlement talks which led to the LAUF S&A filing at the FERC.

As mentioned earlier, TCO has filed for authorization from the FERC to construct and operate several projects; some of these are listed below:

CP15-514, Leach Xpress

CP15-95, Tri-County Bare Steel Replacement Project

CP16-493, Central Virginia Connector

CP16-498 Line B Upgrade (Central Ohio)

CP16-38, WB Xpress

CP16-357, Mountaineer Xpress

CP17-5, Line 501 Project

CP17-80, Eastern Panhandle

CP16-498, B System Project

CP18-41, related to PA Turnpike changes

For all these projects, Columbia monitors TCO's filings at the FERC, and intervenes in each of the dockets. Columbia also monitors construction reports and start up activities.

Columbia Gulf Transmission (Gulf)

In early 2016, the FERC had voted to initiate an investigation regarding Columbia Gulf, pursuant to Section 5 of the Natural Gas Act (NGA). Talks were held amongst all the stakeholders, and resulted in a Settlement acceptable to all parties. The resulting changes in rates could only be prospective according to FERC rules, and benefits were realized for Columbia and other shippers in the form of a slight reduction in future rates which are now in effect.

Rate certainty for the near term was also obtained through the Settlement in the following manner: (1) Gulf shall file a general rate case under NGA Section 4 no later than January 31, 2020 for rates to take effect by August 1, 2020, and (2) no Settling Party (including Gulf) will seek to modify Gulf's recourse rates prior to July 1, 2019.

On behalf of its customers. Columbia participated actively in this docket and in the negotiations leading to the settlement.

National Fuel Supply

In March 2015, National Fuel had filed a joint application with Empire Pipeline to construct and operate the Northern Access 2016 Project. Its estimated cost was $74 million (CP15-115). The FERC issued an Order approving the National Fuel proposal conditionally on February 3, 2017. Columbia filed an intervention in this docket.

Tennessee Gas Transmission (TGP)

In early 2015, TGP had filed an application with the FERC requesting authority to construct and operate the Broad Run Expansion project in KY, TN and WV (CP15-77). On September 6, 2016, the FERC Commission conditionally approved TGP's application for a Certificate of Public Convenience and Necessity for this $337.8 million project. Specific conditions included:

1) Completion of construction within two years of the issue date, and
2) Execution of FT service precedent agreement prior to commencing construction.

In February 2015, TGP requested an authorization to abandon one of its multiple looped parallel pipelines that comprise approximately 964 miles of pipeline facilities between Louisiana and Ohio (CP15-88). The abandonment would be by sale to Utica Marcellus Texas Pipeline (UMTP), an affiliate of TGP. The FERC issued the Order approving TGP proposal on September 29, 2017.

TGP's Triad Expansion Project (CP15-520) designed to add additional 180,000 Dth/d of new West to East transportation capacity on Tennessee's 300 Line in Susquehanna County, PA was approved by the FERC on December 30, 2016, and service commenced on this expansion in October 2017.

Texas Eastern

In February 2015, Texas Eastern filed for authorization to construct and operate the Gulf Markets Expansion Project (GMEP, CP15-90). In December 2015, the Commission granted TGP's requested certificate authorization subject to conditions. In July 25, 2017, the FERC granted TGP's request to place into service phase 2 facilities of the project.

Under a 1995 comprehensive settlement agreement which was due to expire in 2017, Texas Eastern was authorized to recover through rates charged to its customers, the eligible costs of remediating PCB contamination and other such hazardous substances on its pipeline system.

After many months of settlement talks, Texas Eastern in August, 2017, submitted a Joint Settlement Extension Agreement supported by the shippers, including Columbia, under several FERC dockets, including, RP17-967. This 2017 Settlement Extension was approved by the FERC in October 2017, and provides for:

- An extension of the term of the 1992 Settlement from March 18, 2017 through November 30, 2027,
- A potential for additional four-year term extensions, and
- Modifications to the $622 million limitation in the 1992 Settlement.

NEXUS (Dominion, NEXUS, Texas Eastern)

In November, 2015, this consortium of interstate pipelines filed an application to construct and operate a pipeline with a capacity of 1.5 million dekatherms per day (Dth/d) at an estimated cost of over $2 billion. On August 25, 2017, the Commission granted NEXUS's requested certificate authorization subject to conditions (CP16-22). On October 26, 2017, the Commission granted NEXUS's requested to proceed with the construction, subject to conditions. Columbia filed comments in this docket.

Gas-Electric Coordination

The FERC issued Order No. 809 in April 2015 to bring about scheduling changes, and thus improve Gas Electric Coordination. The FERC asked NAESB to look for additional ways to improve coordination between the gas and the electric industries. NAESB has hosted several conferences to make gains in this coordination initiative. The FERC established April 1, 2016 to be the effective date. The planned changes affecting scheduling cycles were implemented without significant challenges in early April 2016.

In October 2016, then FERC Chairman Norman Bay asked NAESB to explore the potential for faster, computerized scheduling when shippers and confirming parties all submit electronic nominations and confirmations, including a streamlined confirmation process if necessary.

During most of 2016 and 2017, NAESB diligently pursued ways to improve gas electric coordination. Late in 2017, some of the newly confirmed members of the FERC Commission have encouraged new gas electric coordination initiatives. Hence new requests from the FERC to NAESB are possible in the future. Columbia participates in all NAESB proceedings related to Gas Electric Coordination to ensure reliability for its customers at a reasonable cost.

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
E. GAS UTILITIES

28. Provide a statement explaining the details of firm gas purchase (long-term) contracts with affiliated and non-affiliated utilities, including determination of costs, terms of contract, and other pertinent information.

Response: Columbia Gas of Pennsylvania, Inc. does not have any firm gas purchase (long-term) contracts with affiliated or non-affiliated utilities.

COLUMBIA GAS OF PENNSYLVANIA, INC.
UNDERLYING BASE CONTRACTS FOR GAS PURCHASED
FROM DECEMBER 2016 THROUGH NOVEMBER 2017

COUNTERPARTY	CONTRACT NUMBER	AGREEMENT DATE	EFFECTIVE DATE	UTILIZED FOR THE FOLLOWING ACTIVITIES
BIOURJA TRADING INC.	BIOUR01A	12/01/14	12/01/14	Spot
BNP PARIBAS ENERGY TRADING GP (FORTIS)	CINE01A	08/01/99	08/01/99	Spot
BP ENERGY COMPANY	BPEN01A	01/01/06	01/01/06	Spot
CABOT OIL & GAS CORP	CABT01A	10/01/14	10/01/14	Spot, Term
CARGILL INC.	CARG02A	02/15/04	02/15/04	Spot
CASTLETON COMMODITIES (LOUIS DREYFUS)	LDES01A	07/01/04	07/01/04	Spot
CENTERPOINT ENERGY SERVICES, INC.	CENT01A	05/15/04	05/15/04	Spot
CHEVRON NATURAL GAS	CHTE02A	05/01/05	05/01/05	Spot
CIMA ENERGY, LLC	CIMA01A	02/15/04	02/15/04	Spot
CITADEL ENERGY MARKETING LLC	CITA01A	07/01/17	07/01/17	Spot
CITIGROUP ENERGY INC.	CITI01A	10/01/07	10/01/07	Spot
COLONIAL ENERGY, INC	COLN02A	12/01/04	12/01/04	Spot
CONCORD ENERGY LLC	CONC02A	01/15/10	01/15/10	Spot
CONOCOPHILLIPS COMPANY	CONO02A	06/01/04	06/01/04	Spot
DIRECT ENERGY BUSINESS MARKETING, LLC	HESS02A	12/01/06	12/01/06	Spot
DOMINION FIELD SERVICES, INC.	DOMF01A	12/01/04	12/01/04	Spot
DOMINION ENERGY FUEL SERVICES INC	VPEM01A	05/01/04	05/01/04	Spot
DTE ENERGY TRADING INC	COEN03A	08/01/04	08/01/04	Spot
EDF TRADING NORTH AMERICA, LLC (EAGLE)	EAGL01A	12/01/03	12/01/03	Spot
EQT ENERGY, LLC	EQUI02A	05/01/04	05/01/04	Spot
ESERVICES, LLC	ESERV01A	01/26/06	01/26/06	Spot
EXELON GENERATION CO, LLC	CONS03A	05/01/04	05/01/04	Spot, Term
FREEPOINT COMMODITIES LLC	FREE01A	08/01/11	08/01/11	Spot
GREYLOCK MARKETING, LLC	ENCORP01A	08/01/09	08/01/09	Spot
HARTREE PARTNERS, LP	HETCO01A	5/01/00	5/01/00	Spot
INTERSTATE GAS SUPPLY, INC./ IGS ENERGY	IGSI01A	08/01/98	08/01/98	Spot
J. ARON & COMPANY	NEXE01A	11/05/07	11/05/07	Spot
KAISER MARKETING APPALACHIAN LLC	KAIS01A	03/15/16	03/15/16	Spot
KM VENTURES, LLC DBA FREEDOM ENERGY	FREE01A	05/02/16	05/02/16	Spot
MACQUARIE ENERGY LLC	COOK02A	08/01/06	08/01/06	Spot
MERCURIA ENERGY GAS TRADING LLC	MERC01A	03/02/15	03/02/15	Spot, Term
MITSUI & CO. ENERGY (MMGS INC.)	MMGS01A	12/15/14	12/15/14	Spot
MUNICH RE TRADING LTD (RENAISSANCE)	RENA01A	09/01/10	09/01/10	Spot
NEXTERA ENERGY POWER MARKETING, LLC	FPLE01A	04/01/08	04/01/08	Spot
NJR ENERGY SERVICES COMPANY	NJR02A	11/01/03	11/01/03	Spot
NOBLE AMERICAS GAS & POWER CORP.	NOBAM01A	08/01/10	08/01/10	Spot
NOBLE ENERGY, INC. (NOBLE EN MARKETING)	NOBL03A	02/15/12	02/15/12	Spot
PACIFIC SUMMIT ENERGY LLC	PACI01A	10/01/07	10/01/07	Spot
PEOPLES NATURAL GAS COMPANY LLC	EQIT01A	04/24/12	04/24/12	Term
RANGE RESOURCES - APPALACHIA, LLC	RANG01A	10/01/11	10/01/11	Spot
REPSOL ENERGY NORTH AMERICA	REN02A	06/01/12	06/01/12	Spot
SEQUENT ENERGY MANAGEMENT L.P	SEQU02A	10/01/03	10/01/03	Spot, Term
SHELL ENERGY	CORA03A	05/15/05	05/15/05	Spot
SNYDER BROTHERS INC.	SNYD01A	03/15/10	03/15/10	Spot
SOUTH JERSEY RESOURCES GROUP, LLC	SJER01A	11/01/08	11/01/08	Spot
SPOTLIGHT ENERGY, LLC	SPOT01A	02/01/16	02/01/16	Spot
SPRAGUE OPERATING RESOURCES LLC	SPRA02A	10/01/03	10/01/03	Spot
STATOIL NATURAL GAS LLC	STAT01A	10/01/04	10/01/04	Spot
SWN ENERGY SERVICES COMPANY LLC	SWEN01A	12/01/06	12/01/06	Spot
TENASKA MARKETING VENTURES	TENA02A	05/01/04	05/01/04	Spot
TEXLA ENERGY MANAGEMENT INC.	TEXL01A	01/15/15	01/15/15	Spot
TOTAL GAS & POWER NORTH AMERICA	TOTA02A	09/01/09	09/01/09	Spot
TWIN EAGLE RESOURCE MANAGEMENT, LLC	TWIN01A	02/01/11	02/01/11	Spot
UNITED ENERGY TRADING, LLC	UNIT01A	03/15/05	03/15/05	Spot
VITOL, INC.	VITO01A	07/01/04	07/01/04	Spot
VOLUNTEER ENERGY SERVICES, INC.	VOLU01	06/30/15	06/30/15	Term
WASHINGTON GAS LIGHT COMPANY	WGL02A	04/01/11	04/01/11	Spot
WELLS FARGO COMMODITIES, LLC	WELL01A	05/11/16	05/11/16	Spot
WGL ENERGY SERVICES, INC.	WASH01A	02/15/10	02/15/10	Spot
WGL MIDSTREAM, INC.	CAPI01A	08/01/10	08/01/10	Spot
WORLD FUEL SERVICES, INC.	WORL01A	07/23/15	07/23/15	Spot

"SPOT" DENOTES SPOT (ONE MONTH OR LESS) SYSTEM SUPPLY PURCHASES AS WELL AS PURCHASES USED FOR INCREMENTAL SALES
"TERM" DENOTES TERM (LONGER THAN ONE MONTH) SYSTEM SUPPLY PURCHASES

Execution Version

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date:_____.

The parties to this Base Contract are the following:

PARTY A COLUMBIA GAS OF PENNSYLVANIA, INC. ("NiSource LDC")	*PARTY NAME*	PARTY B
Attn: Director, Supply Development 290 W. Nationwide Blvd. Columbus, Ohio 43215	*ADDRESS*	
www.NiSource.com	*BUSINESS WEBSITE*	www.
	CONTRACT NUMBER	
008781668	*D-U-N-S® NUMBER*	
☒ US FEDERAL: 25-1100252 ☐ OTHER:	*TAX ID NUMBERS*	☐ US FEDERAL: ☐ OTHER:
Pennsylvania	*JURISDICTION OF ORGANIZATION*	
☒ Corporation ☐ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP ☐ Other: _____	*COMPANY TYPE*	☐ Corporation ☐ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP ☐ Other: _____
None	*GUARANTOR (IF APPLICABLE)*	
CONTACT INFORMATION		
290 W. Nationwide Blvd., Columbus, Ohio 43215 ATTN: Gas Trader TEL#: (614) 460-6460/6943 FAX#: (614) 460-8426 EMAIL: traders@nisource.com	▪ *COMMERCIAL*	ATTN: TEL#: FAX#: EMAIL:
290 W. Nationwide Blvd., Columbus, Ohio 43215 ATTN: Director, Supply Development TEL#: (614) 460-4959 FAX#: (614) 460-8426 EMAIL: procure@nisource.com	▪ *SCHEDULING*	ATTN: TEL#: FAX#: EMAIL:
290 W. Nationwide Blvd., Columbus, Ohio 43215 ATTN: Director, Supply Development TEL#: (614) 460-4996 FAX#: (614) 460-6442 EMAIL: mdaderson@nisource.com	▪ *CONTRACT AND LEGAL NOTICES*	ATTN: TEL#: FAX#: EMAIL:
290 W. Nationwide Blvd., Columbus, Ohio 43215 ATTN: Manager, Credit Relationship TEL#: (614) 460-4902 FAX#: (614) 460-6986 EMAIL: gasamoah@nisource.com	▪ *CREDIT*	ATTN: TEL#: FAX#: EMAIL:
290 W. Nationwide Blvd., Columbus, Ohio 43215 ATTN: Gas Trader TEL#: (614) 460-6460/6943 FAX#: (614) 460-8426 EMAIL: traders@nisource.com	▪ *TRANSACTION CONFIRMATIONS*	ATTN: TEL#: FAX#: EMAIL:
ACCOUNTING INFORMATION		
290 W. Nationwide Blvd., Columbus, Ohio 43215 ATTN: Team Leader, Supply Purchase Services TEL#: (614) 460-6380 FAX#: (614) 460-8426 EMAIL: ColumbiaLDCgasinvoices@nisource.com	▪ *INVOICES* ▪ *PAYMENTS* ▪ *SETTLEMENTS*	ATTN: TEL#: FAX#: EMAIL:
BANK: PNC BANK, Pittsburgh, PA ABA: 043000096 ACCT: 1010935277 OTHER DETAILS: For Columbia Gas of Pennsylvania, Inc.	*WIRE TRANSFER NUMBERS (IF APPLICABLE)*	BANK: ABA: ACCT: OTHER DETAILS:
BANK: PNC BANK, Pittsburgh, PA ABA: 043000096 ACCT: 1010935277 OTHER DETAILS: For Columbia Gas of Pennsylvania, Inc.	*ACH NUMBERS (IF APPLICABLE)*	BANK: ABA: ACCT: OTHER DETAILS:
ATTN: ADDRESS:	*CHECKS (IF APPLICABLE)*	ATTN: ADDRESS:

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Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure ☒ Oral (default) OR ☐ Written	**Section 10.2** Additional Events of Default ☐ No Additional Events of Default (default) ☐ Indebtedness Cross Default ☐ Party A: ☐ Party B: ☒ Transactional Cross Default Specified Transactions: Please see definition of Specified Transactions in the Special Provisions
Section 2.7 Confirm Deadline ☒ 2 Business Days after receipt (default) OR ☐ ____ Business Days after receipt	
Section 2.8 Confirming Party ☐ Seller (default) OR ☐ Buyer ☒ **NiSource LDC**	
Section 3.2 Performance Obligation ☒ Cover Standard (default) OR ☐ Spot Price Standard	**Section 10.3.1** Early Termination Damages ☒ Early Termination Damages Apply (default) OR ☐ Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding.	**Section 10.3.2** Other Agreement Setoffs ☒ Other Agreement Setoffs Apply (default) ☒ Bilateral (default) ☐ Triangular OR ☐ Other Agreement Setoffs Do Not Apply
Section 2.31 Spot Price Publication ☒ Gas Daily Midpoint (default) OR ☐ _____	
Section 6 Taxes ☒ Buyer Pays At and After Delivery Point (default) OR ☐ Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date ☒ **25th Day** of Month following Month of delivery (default) OR ☐ Day of Month following Month of delivery	**Section 15.5** Choice Of Law **Ohio**
Section 7.2 Method of Payment ☒ Wire transfer (default) Or ☒ Automated Clearinghouse Credit (ACH) ☐ Check	**Section 15.10** Confidentiality ☒ Confidentiality applies (default) OR ☐ Confidentiality does not apply
Section 7.7 Netting ☐ Netting applies (default) OR ☒ Netting does not apply	
☒ **Special Provisions** Number of sheets attached: 4 ☐ **Addendum(s):** _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

Columbia Gas of Pennsylvania, Inc.	*PARTY NAME*	
By:_____	*SIGNATURE*	By:_____
Michael D. Watson	*PRINTED NAME*	
Vice President	*TITLE*	

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General Terms and Conditions
Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

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2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).

2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.

2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.

2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.

2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.

2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.

2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.

2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.

2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.

2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.

2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.

2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.

2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.

2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.

2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.

2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.

2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.

2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

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2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.

2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.

2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.

2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.

2.31. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.

2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

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Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

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7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is

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not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and

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Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

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10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

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SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract , (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure,

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and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

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TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____, _____ Transaction Confirmation #: _____

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER:	**BUYER:**
_____ _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	_____ _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____

Contract Price: $_____/MMBtu or _____

Delivery Period: Begin: _____, ____ End: _____, ____

Performance Obligation and Contract Quantity: (Select One)

Firm (Fixed Quantity):	**Firm (Variable Quantity):**	**Interruptible:**
_____ MMBtus/day ☐EFP	_____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of ☐Buyer or ☐ Seller	Up to _____ MMBtus/day

Delivery Point(s): _____
(If a pooling point is used, list a specific geographic and pipeline location):

Special Conditions:

Seller: _____	Buyer: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Special Provisions ("Special Provisions") attached to and forming a part of that certain Base Contract for Sale and Purchase of Natural Gas (September 5, 2006 Standard 6.3.1) dated _____ (the "Base Contract") by and between: _____ ("NiSource LDC") and _____ ("Counterparty").

Capitalized terms used in these Special Provisions shall have the meanings ascribed to them in the Base Contract. Section references in these Special Provisions refer to a Section of the General Terms and Conditions of the Base Contract, unless stated otherwise. In the event of a conflict among the terms of the Base Contract or the General Terms and Conditions and these Special Provisions, the terms of these Special Provisions shall govern in priority.

SECTION 1. PURPOSE AND PROCEDURES

The following language shall be added after Section 1.1 as Section 1.1.1:

"Purchase and sale transactions pursuant to the terms of this Contract may include exchanges in which the performance obligations of each Party include both receiving and delivering gas as specified in the effectuating Transaction Confirmation. For purposes of an Exchange transaction, when a party is receiving gas, it is the Buyer and when a Party is delivering Gas, it is the Seller under the terms of this Contract. For purposes of Sections 2.10, 2.27, 7 and other provisions related to payment obligations under this Contract, the party owing money pursuant to the terms of the Transaction Confirmation is the Buyer and the party that is owed money pursuant to the terms of the Transaction Confirmation is the Seller."

Section 1.4 shall be amended as follows:

Delete the 3rd sentence and replace with the following language:

"When the parties have selected the Oral Transaction procedure in Section 1.2 of the Base Contract, (i) each party consents to the recordings of its representatives' telephone conversations with respect to the Base Contract or any transaction without further notice; (ii) the parties agree and recognize that in some instances purchases and sales may be facilitated through brokers; (iii) the parties agree that all recordings between themselves, third parties and brokers may be introduced into evidence and used to prove a contract between the parties and the authority of the broker to effectuate the transaction.

FURTHER, WHEN THE PARTIES HAVE SELECTED THE ORAL TRANSACTION PROCEDURE IN SECTION 1.2 OF THE BASE CONTRACT, BOTH PARTIES WAIVE OBJECTIONS BASED ON THE STATUTE OF FRAUDS, THE PAROL EVIDENCE RULE, OR SIMILAR EVIDENTIARY RULES, TO THE INTRODUCTION OF THE RECORDED CONVERSATIONS INTO EVIDENCE TO PROVE A CONTRACT OR THE AUTHORITY OF ITS REPRESENTATIVES (ACTUAL OR APPARENT) TO ENTER INTO THE BINDING TRANSACTIONS CONTEMPLATED HEREIN."

SECTION 2. DEFINITIONS

Section 2.2 shall be amended by adding the following sentence at the end thereof:

"For the purposes of this Contract, NiSource LDC shall not have any affiliates."

Section 2.13 shall be amended by deleting the phrase "a security interest in an asset," and adding the following at the end of the paragraph: "The issuer of any such security and/or the guarantor must be acceptable to the other party acting in a reasonable manner in evaluating such issuer and/or guarantor."

Section 2.30 shall be deleted in its entirety and the following substituted in lieu thereof:

"2.30 "Specified Transaction" shall mean (a) any transaction, other than transactions entered into under this Base Contract (including an agreement with respect thereto) now existing or hereafter entered into between the parties to this Base Contract, which shall include, but not be limited to, a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, cap transaction, floor transaction, collar transaction, weather derivative, capacity release, aggregation service, gathering service, transportation service, park and loan or other services or transactions provided pursuant to a regulated tariff, an agreement for the purchase, sale or transfer of any Commodity or any other commodity trading transaction, or any similar transaction (including any option with respect to any of these transactions), (b) any combination of these transactions, or (c) any other financial arrangement not specified in (a) or (b) above. For this purpose, the term "Commodity" means any tangible or intangible commodity of any type or description (including, without limitation, natural gas, natural gas liquids, and byproducts thereof). "

SECTION 3. PERFORMANCE OBLIGATION

The following Section shall be added as Section 3.5:

"In addition, for so long as non-performance is continuing, the Performing Party may, upon one (1) Business Day notice, suspend its performance under any or all transactions between the parties for the purchase and sale of Gas."

SECTION 9. NOTICES:

Section 9.4 shall be amended by adding the phrase "in compliance with the receiving party's requirements" between the words "information" and "shall" in the first line of the sentence.

SECTION 10. FINANCIAL RESPONSIBILITY:

Section 10.1 shall be amended by 1) deleting the phrase "a security interest in an asset" in the second sentence, 2) deleting the sentences "Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on the Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party." and 3) adding the following at the end of the paragraph: "The issuer of any security and/or the guarantor must be acceptable to the other party acting in a reasonable manner in evaluating such issuer and/or guarantor."

Section 10.2 is amended by the addition of items (x) and (xi) in the following manner: Delete the word "or" prior to item (ix) and add, between the ";" at the end of item (ix) and prior to the word "then", the words "(x) be in default under any Specified Transaction between the parties; (xi) consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such party under this Base Contract to which it or its predecessor was a party by operation of law or the resulting, surviving or transferee entity is materially weaker from a credit perspective as determined by the other party acting in good faith and in a commercially reasonable manner"

SECTION 12. TERM

Section 12 is amended by deleting the second sentence and replacing it with the following: "The rights of either party pursuant to: (i) Section 7.6, (ii) Section 10, (iii) Section 13, (iv) Section 15.10, (v) Section 15.13, (vi) Section 15.16, (vii) the obligations to make payment hereunder, and (viii) the obligation of either party to indemnify the other pursuant hereto, shall survive the termination of the Base Contract or any transaction."

SECTION 15. MISCELLANEOUS:

Section 15.6 is amended by adding the following language at the end of the Section:

"NiSource LDC is an equal employment opportunity employer and is a federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and Section 503 of the Rehabilitation Act of 1973, as amended, and also agree that these laws are incorporated herein by reference. Each Party also agrees to comply with the provisions of Executive Order 13201 Compliance (29 CFR Part 470), relating to the notice of employee rights concerning payment of union dues."

Section 15.10 is hereby amended by the deletion of item (v) in the first sentence and the substitution of the following therefore:

"(v) to the extent such information may be aggregated with other information pertaining to purchases and sales of Gas without reference to any counterparty and furnished to such third party for the sole purpose of calculating a published index."

The following Sections shall be added:

15.13 EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS CONTRACT.

15.14 Each party agrees that the provisions of this Base Contract supersede and replace in their entirety any requirements of law relating to adequate assurance of future performance, including without limitation Article 2 of the Uniform Commercial Code, as enacted in the State specified under Section 15.5. This notwithstanding, the parties acknowledge that this Base Contract and the Special Provisions document the terms of a contract for the sale of goods and that the applicable provisions of Article II of the Uniform Commercial Code (the "UCC") shall apply to the Transactions set forth herein.

15.15 Each party represents that the creditworthiness of the other party is a material consideration in entering into this Base Contract; and (i) it has entered into this Base Contract and shall enter into each transaction in reliance upon its own judgment or that of its investment advisors or other fiduciaries, (ii) the other party does not and will not hold out itself as advising, or any of the other party's employees or agents as having the authority to advise it as to whether or not it should enter into any transaction or as to any subsequent actions relating thereto or on any other commercial matter concerned with any transaction, (iii) the other party shall not be acting as a fiduciary with respect to it and shall not have any responsibility or liability whatsoever in respect of any advice or information of this nature given or not given, or views expressed or not expressed, by the other party or any of the other party's employees or agents to it or any such fiduciary, whether or not such advice or information is given or such views are expressed at the request of it or any such fiduciary, and (iv) the other party shall not have any responsibility to govern or monitor the conduct of it or any such fiduciary.

15.16. Dispute Resolution Procedures

Step Negotiations: The parties shall attempt in good faith to resolve all Controversies promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Executives of both parties at levels at least one level above the personnel who have previously been involved in the Controversy (the "Executives") shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to Executives, or if no meeting of Executives has taken place within fifteen days after such referral, then either party may pursue any remedies available in equity or at law. If an Executive intends to be accompanied at a meeting by an attorney, the other Executive shall be given at least three working days notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this paragraph are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

16. Dodd Frank Requirements

16.1. In order to comply with any CFTC Dodd-Frank requirements, the parties agree to provide to each other the information requested in Exhibit B, Dodd-Frank Questionnaire, attached hereto and incorporated by reference.

16.2. While it is anticipated by the parties that all transactions entered into under this NAESB will be forward contracts as that term is used in CFTC Dodd-Frank regulations, the parties agree that to the extent the transaction constitutes a Reportable Swap under the CFTC Dodd-Frank regulations, that Counterparty shall be the Reporting Party. For each Reportable Event, Counterparty will report to an SDR everything that is required to be reported by the "reporting counterparty" or "reporting party" under CFTC Regulations 43.3(a), 45.8, and 46.5, and to the extent CFTC Regulations provide that the party other than the Reporting Counterparty is to be the "reporting counterparty" or "reporting party," Counterparty is appointed as its "third party service provider" under CFTC Regulations 45.9 and 46.6.

16.3. With respect to Swap Transactions that are Trade Options, each party will report everything that is required to be reported by it under CFTC Regulation Part 32.

16.4 Counterparty will provide to an SDR, everything that is required to be provided under CFTC Regulation 50.50 (b) regarding the election (if any) of the exception to the clearing requirement under Section 2(h)(7)(A) of the Commodity Exchange Act. If a party elects the exception to the clearing requirement under Section 2(h)(7)(A) of the Commodity Exchange Act, (i) it represents as of the date of each Swap Transaction for which such election is made that it has provided the annual filing described in CFTC Regulation 50.50(b)(2) less than one year before the date of such Swap Transaction and the information therein remains true, correct and complete; or (ii) if it has not provided the annual filing described in CFTC Regulation 50.50(b)(2) less than one year before the date of such Swap Transaction, it will provide Counterparty with the information set forth in CFTC Regulation 50.50(b)(1)(iii) and represents as of the date of such Swap Transaction that the information is true, correct and complete. Upon request, a party electing the end-user exception for any Swap Transaction will provide the other party with a copy of its current annual filing described in CFTC Regulation 50.50(b)(2).

16.5 Each party will provide to the other party any information reasonably requested by such other party to enable such other party to comply with CFTC Regulations in connection with any Swap Transaction.

16.6 NiSource LDC will promptly notify Counterparty of the occurrence of a "life cycle event" (as defined in CFTC Regulation 45.1), that is related to a corporate event (the meaning of "corporate event" as used in CFTC Regulation 45.1 to be reasonably determined by such party that is not the Reporting Counterparty unless and until the CFTC issues a specific definition of such term) in respect of the non-Reporting Counterparty, for such Swap Transaction no later than noon Central U.S. Time on the applicable "business day" (as that term is defined in CFTC Regulation 45.1) with sufficient detail regarding such life cycle event to allow the Reporting Counterparty to comply with CFTC Regulation 45.4(c), provided, however that nothing herein requires a party to provide material non-public information respecting its securities to the Reporting Counterparty.

16.7 The parties shall seek to agree at the time a transaction is executed whether the transaction is a Swap, a Trade Option or a forward contract exempt from reporting. If the parties fail to so agree, Counterparty shall determine and advise the other party prior to or concurrently with the execution of such transaction that it will report the transaction as a Swap Transaction or a Trade Option; provided however, a determination made solely by Counterparty shall not preclude the other party from making its own determination, and shall not constitute an agreement by the parties, as to whether the transaction is a Swap, a Trade Option, or a forward contract exempt from reporting.

16.8. Notwithstanding any restrictions on disclosure to the contrary in this Agreement or in any non-disclosure, confidentiality or similar agreement between the parties, each party consents to the disclosure of information only to the extent required by CFTC Regulations and only to the persons or entities contemplated by those CFTC Regulations.

16.9. As of the time of each offer to enter into a Swap Transaction that is or may be a Commodity Option, and each Reportable Event in respect of such Swap Transaction, each party represents to the other, with the intent that each Commodity Option be a Trade Option, that it (i) is a producer, processor, or commercial user of, or a merchant handling the commodity that is the subject of the Commodity Option or the products or by-products thereof; (ii) is entering into the Commodity Option solely for purposes related to its business as such; and (iii) intends to physically settle the Commodity Option, so that if exercised, the Commodity Option will result in the sale of an "exempt commodity" (as defined in Section 1a(20) of the Commodity Exchange Act) or an "agricultural commodity" (as defined in CFTC Regulation 1.3(zz)) for immediate or deferred shipment or delivery.

IN WITNESS WHEREOF, the parties hereto have executed these Special Provisions to the Base Contract in duplicate, as of the date of the Base Contract.

By: _____	By: _____
Name:	Name:
Title:	Title:

EXHIBIT B

Dodd-Frank Questionnaire

1. Is your company a
   a. Swap Dealer
   b. Major Swap Participant
   c. Financial Entity
   d. Non-SD/MSP and non-Financial Entity
   e. Other, please specify

2) Is your company or an affiliated company/parent registered as a Major Swap Participant or a Swap Dealer?
   a. If yes, please identify the entity and its affiliation.
   b. If not, does such an entity intend to register in the future?

3) Is your company an "Eligible contract participant" as defined in Section 1a(18) of the Commodity Exchange Act?

4) Is your company a "U.S. person" as defined by the CFTC?

5) Please provide the applicable NFA/CICI/LEI name and identifier for your company

   NFA _____

   CICI _____

6) If you are the reporting party, to with SDR will you report?

LOCAL GAS CONTRACT

THIS LOCAL GAS CONTRACT ("Agreement"), is made and entered into as of this _____ day of _____ 201_, by and between Columbia Gas of Pennsylvania, Inc. ("Columbia"), a Pennsylvania corporation with offices located at 200 Civic Center Drive, Columbus, Ohio 43215, and _____ ("Supplier"), a(n) _____ corporation with offices located at _____.

WITNESSETH:

WHEREAS, Supplier wishes to deliver locally produced natural gas ("Gas") through one or more existing or newly constructed gas measurement stations ("Station"), directly into one or more of Columbia's local market areas ("Local Markets"); and

WHEREAS, Supplier will deliver said Gas either for purchase by Columbia, or for redelivery by Columbia on behalf of one or more third parties; and

WHEREAS, the Supplier projects that the Gas quantities to be delivered through any one Station are less than 1,000 Mcf per day; and

WHEREAS, Columbia is willing to accept the receipt of said Gas from Supplier at the Station(s) in accordance with the terms and conditions hereinafter set forth, for purposes of either purchasing the Gas or for redelivering the Gas to one or more third parties pursuant to Columbia's gas transportation services.

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the parties mutually agree as follows:

ARTICLE I - DEFINITIONS

1.1 "Absorption Capability" shall mean the ability of a Local Market to receive Supplier's gas deliveries, given the physical constraints of the specific location that may include, but are not limited to: gas pressure; pipeline diameter; customer demand; and other Gas supplies serving the same Local Market.

1.2 "Billing Cycle" shall mean the interval between the times when Columbia, or other third party, reads and changes the chart on the meter(s) at the Station(s) identified in Attachment A, attached hereto and incorporated by reference herein. The Billing Cycle shall be identified by reference to the calendar Month in which the meter(s) are read and the chart(s) removed.

1.3 "British Thermal Unit" or "Btu" shall mean the amount of heat required to raise the temperature of one pound of pure water from 59° Fahrenheit to 60° Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute ("psia").

1.4 "Cubic Foot" shall mean that quantity of Gas that occupies one cubic foot of volume at a pressure of 14.73 psia and a temperature of sixty degrees (60°) Fahrenheit.

1.5 "Gas" shall mean any mixture of hydrocarbons, or of hydrocarbons and non-combustible gases, in a gaseous state consisting essentially of methane, which conforms with Article IV herein.

1.6 "Mcf" shall mean one thousand (1,000) cubic feet.

1.7 "MMBtu", "Dekatherm", or "Dth" shall mean one million British Thermal Units.

1.8 "Month" shall mean the period beginning with the first day of the calendar month and ending with the beginning of the first day of the next calendar month.

1.9 "Total Heating Value" shall mean the gross heating value on a dry basis, which is the number of British Thermal Units produced by the complete combustion of one Cubic Foot of Gas, with combustion air at the same temperature and pressure as the Gas, the products of combustion being cooled to the initial temperature of the Gas and air, and the water formed by combustion condensed to the liquid state.

1.10 "Utilization Factor" shall mean that number obtained by dividing the Total Heating Value of Gas by the square root of the specific gravity of Gas.

ARTICLE II - DELIVERIES

2.1 The Station(s) listed on Attachment A shall accommodate deliveries of Gas into one or more Local Markets on Columbia's distribution system, subject to the following restrictions. Supplier is not obligated to deliver Gas to the Station and Columbia is not obligated to receive Gas from the Station except on an interruptible basis. Furthermore, Columbia is not obligated to accept volumes available for delivery from Supplier when such available volumes are in excess of the Absorption Capability of the Local Market served by such Station, to be determined in Columbia's sole discretion.

2.2 Supplier is responsible for delivering Gas at pressures sufficient to enter Columbia's distribution system against that distribution system's operating pressure.

2.3 Columbia has established Maximum Allowable Operating Pressures ("MAOP") on its distribution systems, which shall not be exceeded under any circumstances. Columbia reserves the right to shut off any Station where Gas deliveries by Supplier or actions taken by Supplier have caused pressures to exceed the applicable MAOP. Further, Supplier agrees to indemnify and hold Columbia harmless and shall pay for any and all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, damages to Columbia's property, third party property, or bodily injury, including death, to any person, which results from any action or omissions to act by Supplier that causes Columbia to exceed its MAOP. If exceeding the MAOP results in a fine imposed by the state or federal regulatory commission or other governmental agencies, Supplier shall reimburse Columbia for the amount of the fines. At Supplier's expense, Columbia may perform a supplemental leakage survey in its sole discretion to determine if any damages were caused to Columbia's facilities as a result of Supplier exceeding the MAOP on Columbia's system. If after thirty (30) days from its occurrence, Supplier does not present a written resolution designed to prevent a reoccurrence of the actions that caused the pressures to exceed the MAOP, or if the proposed resolution is unacceptable to Columbia in its sole discretion, Columbia may terminate this Agreement in regard to that Station.

2.4 If deliveries of Supplier's Gas at a Station average less than five (5) Mcf per day during any continuous twelve-month period, Columbia, in its sole discretion, may terminate this Agreement in regard to that Station after giving Supplier thirty (30) days written notice of such termination.

ARTICLE III – MEASUREMENT

3.1 The unit of measure for Gas delivered at the Station(s) shall be one (1) Mcf.

3.2 Should Supplier challenge the accuracy of the measuring devices used, Columbia shall test the meter. Columbia shall invite a representative of Supplier to be present at the test. If the measuring equipment is found to be in error by more than two percent (2%), then the previously computed deliveries shall be adjusted by Columbia to zero error. Such adjustment shall be made for a period not to exceed thirty (30) days prior to the date of challenge by Supplier. If the measuring equipment is found to be in error, but the resultant error is less than two percent (2%), then previous deliveries shall be considered accurate. All equipment shall, in any case, be adjusted at the time of testing to record correctly. The Supplier shall pay Columbia for the costs of such testing and repairing of the meter.

3.3 If any measuring equipment is out of service for test or repair, or is inoperable for any reason, Gas deliveries through the applicable Station shall be estimated by Columbia using all available information to determine the volume of unmeasured Gas deliveries during the affected period.

3.4 Columbia shall keep the meter charts on file for two (2) years after the date of Gas delivery, during which time they will be made available for inspection upon written request from Supplier.

ARTICLE IV – QUALITY

4.1 All Gas delivered by Supplier shall meet the specific quality standards set forth in this Agreement and shall be commercially free from oil, water, air, salt, dust, gum, gum-forming constituents, harmful or noxious vapors, 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 Columbia or of Columbia's customers. Columbia shall not be obligated to accept Gas which Columbia believes may adversely affect the standard of public utility service offered by Columbia, including any Gas which Columbia believes may adversely affect the operation of the gas-using equipment or processes of Columbia's customers.

4.2 Supplier agrees to indemnify and hold Columbia harmless from any suits, actions, debts, accounts, damages, costs, losses and expenses, including but not limited to, attorneys' fees and expenses, arising from damage to Columbia's equipment or facilities or arising from damage to the facilities, products, or equipment of Columbia's customers, or personal injury, including death, caused as a result of Gas delivered to Columbia at any Station which fails to meet the quality specifications set out in this Agreement. Such indemnification and hold harmless provisions, as set forth in this Article, shall extend to any personal or property damage to any third party, including any customers of Columbia.

4.3 The Gas delivered shall not contain in excess of:

(a) One (1) percent by volume of oxygen.
(b) Seven (7) pounds of water per million Cubic Feet of Gas.
(c) Four (4) percent by volume of nitrogen.
(d) Two (2) percent by volume of carbon dioxide.
(e) Five (5) percent by volume of nitrogen and carbon dioxide combined.
(f) Twenty-five one-hundredths (0.25) grains of hydrogen sulfide per one hundred (100) Cubic Feet of Gas.
(g) Twenty (20) grains of total sulfur per one hundred (100) Cubic Feet of Gas.

4.4 The Gas delivered shall have a Total Heating Value of not less than 967 Btu per Cubic Foot.

4.5 The Gas delivered shall have a Utilization Factor of one-thousand three-hundred (1,300), plus or minus six percent (6%).

4.6 To assure that the Gas delivered by Supplier to a Station conforms to the specifications set out in this Article, the Gas may be analyzed at any Station listed in this Agreement, from time to time, as Columbia deems necessary. Such analysis will be performed by Columbia and the results provided to Supplier. Supplier shall pay Columbia the cost of all such analysis.

4.7 If any Gas delivered hereunder fails to meet the quality specifications set forth herein, Columbia may, at any time, shut in the affected Station until Supplier brings the Gas into conformity with such quality specifications. If Supplier does not bring the Gas into conformity with the quality specifications set forth herein, then Columbia may terminate this Agreement in regard to that Station after giving Supplier thirty (30) days written notice of such termination.

4.8 Prior to connecting any Station to any of Columbia's facilities, the Supplier shall provide Columbia with documentation that demonstrates to Columbia's satisfaction that the piping system that will be used to deliver Gas to Columbia is free of PCB contamination. After a Station is built and delivery of Gas begins, any liquids encountered in the Station may be collected and sampled for PCB contamination by Columbia. If PCB

contamination is found, Columbia may immediately shut in the Station and may terminate this Agreement in regard to that Station after giving Supplier thirty (30) days written notice of such termination.

ARTICLE V - FACILITIES

5.1 Supplier shall own or agrees to acquire all Stations listed on Attachment A. For any Station built and included in this Agreement, Supplier agrees to supply all required materials and build such Station at Supplier's expense. As an express condition precedent to any obligation of Columbia to perform pursuant to this Agreement for a Station, the construction of the Station and all materials used in the construction of the Station shall meet specifications that Columbia shall provide. The Station shall include, but shall not be limited to, an inlet block valve for producer field lines, steel inlet piping insulator, inlet piping, inlet drip/separator, with relief valve, overpressure protection regulation, regulator setting, check valve, measurement setting, outlet block valve, control lines, gauge lines, pressure/temperature gauges, inlet/outlet pressure recording gauges, meter and daily recording gauge, and if necessary, heating and odorizing equipment. Supplier shall also provide the Station site, fencing and/or any necessary protective structure.

5.2 Prior to Columbia providing Supplier with specifications for a Station, Supplier shall provide Columbia with the expected volume and pressure condition of the Gas to be delivered through the Station. This shall include, but not be limited to, the daily Gas flow volume and the maximum operating pressure of the Gas to be delivered to the Station. Further, during the term of this Agreement, Supplier shall notify Columbia in advance of any planned increases in said maximum operating pressure.

5.3 In conjunction with the building of a Station, Columbia will install an extension to its distribution main beginning at the outlet block valve of the Station and ending at a tap into Columbia's existing distribution main. Columbia shall be responsible for the design, procurement of materials, and construction of said distribution main extension including the connection of that extended main to the Station. All costs associated with the extension of Columbia's distribution main, the connection of that main to Columbia's pipeline system and the connection to the Station at the outlet block valve shall be the responsibility of the Supplier. Columbia shall estimate the costs of the project prior to the work being performed by Columbia and Supplier shall pay Columbia the full work order cost estimate for Columbia's work involved in connecting the Station to Columbia's distribution system. If the actual cost of the connection by Columbia exceeds the work order estimate, Supplier agrees to pay Columbia the additional cost within thirty (30) days of billing. If the actual cost of the connection is less than the work order estimate, Columbia will reimburse Supplier the amount of payment by Supplier that was in excess of the actual cost within thirty (30) days of the actual cost determination. Data supporting the actual cost of the connection will be made available from Columbia to Supplier upon request. Supplier shall be responsible for obtaining all necessary permits, rights of way, or easements to permit the construction of Columbia's distribution main extension and its tie-in to the Station. The width of right-of-way shall be consistent with Columbia's policy requirements, which shall be provided to Supplier by Columbia.

5.4 For any Station built and attached to Columbia's system prior to the effective date of this Agreement, Columbia may require Supplier to make modifications, or take over ownership of said Station, or otherwise change the status of the Station to bring it into compliance with Columbia's specifications for newly constructed Stations.

5.5 Where it is necessary, and if both parties mutually agree, Columbia will construct additions, replacements or betterment of its distribution system in order to accommodate the Gas to be delivered by Supplier to Columbia pursuant to this Agreement. Supplier agrees to pay Columbia the full work order cost estimate for such modifications to Columbia's distribution system prior to the modifications being made. If the actual cost of the modifications by Columbia exceeds the work order estimate, Supplier agrees to pay Columbia the additional cost within thirty (30) days of billing. If the actual cost of the modifications is less than the work order estimate, Columbia will reimburse Supplier the amount of payment by Supplier that was in excess of the actual cost within thirty (30) days of the actual cost determination. Data supporting the actual cost of the modification will be made available by Columbia to Supplier upon request. All such modified distribution facilities shall be owned by Columbia.

5.6 Upon mutual written agreement of the parties, Supplier will construct additions, replacements or betterment of its Station(s) at Supplier's expense in order to accommodate changes in the volumes of Gas to be delivered to

Columbia pursuant to this Agreement. Supplier shall install such additions, replacements or betterment at Supplier's expense, including all materials, according to Columbia specifications. Supplier shall own all such Station facilities.

5.7 Supplier shall notify Columbia of any existing equipment used to compress gas prior to the gas being delivered to Columbia and of any Supplier plans for installing any such equipment in the future, prior to the equipment installation. Any such equipment to be installed, or that is already in operation on Supplier's system upstream of a Station, must meet specifications to be provided by Columbia. If such equipment does not meet Columbia's specifications, Columbia may shut in the Station and terminate this Agreement in regard to that Station after giving Supplier thirty (30) days written notice of such termination.

5.8 Supplier shall assume all responsibility, including any related expenses, for providing general Station and Station Site maintenance, including, but not limited, to such things as:

a) Lawn cutting, weed control, and painting.
b) Resolving all problems related to the Station site such as land slippage, which could create safety problems at the Station.
c) Disposing of and analyzing liquids such as oil water, sludge, or other contaminants from the Station's filter and or drip.
d) Correcting and removing any environmental contamination resulting from maintenance, accidents, spills, or use.
e) Obtaining and installing replacement parts or equipment needed to provide for the safe and continuous operation of the Station.
f) Repairing damage to the Station that results from wear and tear, vandalism, accidents, acts of God, or poor gas quality, including any related environmental cleanup.
g) Disposing of and analyzing liquids such as oil, water, sludge, or other contaminants from the Station and, if caused by Gas from the Station, from Columbia's pipeline facilities downstream of the Station.

5.9 Columbia shall assume all responsibility, including any related costs, for:

a) Regulator inspections, pressure checks, and adjustments.
b) Meter reading, including the replacement and reading of charts, gauge calibration, and meter inspections.
c) Maintenance of station piping from Station outlet block valve to Columbia's system, including cathodic protection, leakage surveys, and requests to locate the line.

5.10 As stated in Article 5.8, general Station maintenance is the responsibility of the Supplier. However, if Columbia finds it necessary to perform any maintenance work on the Station, other than that work described in Article 5.9, herein, Supplier shall reimburse Columbia for all costs incurred by Columbia in the performance of such maintenance.

5.11 If in Columbia's sole discretion, Columbia determines that Supplier is not maintaining a Station or Station site in a safe and reliable manner, Columbia may take action, including but not limited to shutting in the Station or disconnecting said Station from Columbia's distribution system, as it deems necessary to assure safe operations on its system. Following notification by Columbia to Supplier of the existence of a maintenance problem, Supplier shall have ninety (90) days to correct and make any necessary repairs to assure safe and reliable operation of the Station. If after ninety (90) days the maintenance deficiency has not been corrected, Columbia may terminate this Agreement in regard to that Station.

5.12 Supplier shall obtain for Columbia all easements, licenses, and rights of way, on a form acceptable to Columbia, necessary to affect ingress and egress from the measurement Stations herein contemplated and there shall be no restrictions on Columbia's ingress and egress to those measurement Stations. Furthermore, said easements, licenses, and rights of way will run with the land and will be binding upon, and inure to the benefit of the parties hereto, affected landowners, their heirs, successors and assigns.

5.13 Supplier shall install signs of adequate size at each Station stating Supplier's name, phone number and emergency phone number. Supplier and Columbia agree that Columbia may install a tamper-proof security device on the Station's meter and regulator settings, accessible only by Columbia personnel for the purpose of reading and testing the meter, maintenance, inspection, and making pressure adjustments.

ARTICLE VI - NOMINATIONS FOR GAS TRANSPORTED BY COLUMBIA

6.1 Stations through which Gas delivered by Supplier is to be transported by Columbia to one or more third parties pursuant to Columbia's gas transportation services will be designated as such on Attachment A in the Station Information table by the word "Yes" in the row titled, "Gas to be Transported by Columbia". For these Stations, Columbia will provide Supplier with a forecast of the deliveries that will occur at said Station in the following month. This forecast shall be based on the most recent actual deliveries adjusted for the accumulated prior imbalance between forecasted and actual deliveries. Columbia may, at its sole discretion, modify the delivery forecast based on additional information provided by Supplier prior to Columbia's nomination deadline for the upcoming month. Based on the final delivery forecast, Columbia will provide Supplier with a daily volume to nominate ("Total Volume to Nominate"). On each day during the month, the sum of nominations for all third parties taking receipt of Gas at the Station must equal the Total Volume to Nominate.

6.2 If, on any day, the sum of all nominations for delivery to third parties is greater than the Total Volume to Nominate, nominations will be adjusted down by Columbia on a pro-rata basis so that the total confirmed nomination for the day equals the Total Volume to Nominate. If on any day, the sum of all nominations for delivery to third parties is less than the Total Volume to Nominate, Columbia may shut in the Station and reduce the Total Volume to Nominate to zero to prevent unsold Gas from entering its distribution system.

ARTICLE VII – SALE OF GAS TO COLUMBIA

7.1 Stations through which Gas delivered by Supplier is to be purchased by Columbia will be designated as such on Attachment A in the Station Information table by the word "Yes" in the row titled, "Gas to be Sold To Columbia". For each Mcf of Gas delivered through such Station(s), Columbia shall pay Supplier the price set forth on Attachment A.

7.2 For Gas purchased by Columbia pursuant to this Agreement, Title to the Gas shall pass from Supplier to Columbia at the Station's outlet block valve.

7.3 For Gas purchased by Columbia pursuant to this Agreement, Supplier shall pay or cause to be paid, all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to or at its delivery at the Station(s). Columbia shall pay or cause to be paid, all Taxes on or with respect to the Gas after its delivery at the Station(s). If a party is required to remit or pay Taxes, which are the other party's responsibility hereunder, such party shall promptly reimburse the other party for such Taxes. If Columbia is entitled to an exemption of such Gas from any such Taxes or charges, Columbia shall furnish Supplier any necessary exemption or resale certificate covering the Gas delivered hereunder at the Station(s).

7.4 Neither the price to be paid by Columbia for Gas nor any other provision of this Agreement shall be affected by an increase or decrease in the rate or amount of any tax or the repeal of an existing tax imposed on either party, by the enactment of a new tax, or by the subsequent application hereto of any existing tax.

ARTICLE VIII - BILLING, PAYMENTS, AND AUDITS

8.1 Payments owed to Columbia by Supplier pursuant to this Agreement for reimbursement of Columbia's costs shall be due ten days following the date of the invoice from Columbia. Supplier should mail such payments to Columbia pursuant to instructions in the invoice. If Supplier fails to make timely payment, Columbia may; 1) net such receivables against payments owed Supplier from Columbia for the purchase of Supplier's gas by Columbia at one or more of the Stations, or 2) shut off said Station to stop deliveries of Gas to Columbia. If, after an additional thirty (30) days from the date the Station is shut off, payment has not been made, Columbia may terminate this Agreement in regard to said Station and seek reimbursement of any past due payments.

8.2 For gas purchased by Columbia from Supplier pursuant to this Agreement, a check payable to the order of the Supplier shall be issued by Columbia on or about the twenty-fifth (25th) day of each month as payment for all Gas sold and delivered by Supplier in the preceding Billing Cycle based on Columbia's measurement of quantities delivered. The check shall be mailed to the Supplier at the address listed on Attachment A. If, at any time, more than one person, party, or entity shall claim or become entitled to payment for the amounts due hereunder, Columbia may withhold such payment, without interest, until Supplier furnishes Columbia with the necessary documentation, properly executed and acknowledged by all necessary parties, designating an agent to receive such payment or until such time as the controversy is satisfactorily resolved. In no event will Columbia issue, or be required to issue, more than one (1) monthly check in payment of the amounts due hereunder.

8.3 Each party shall have the right, upon reasonable notice and at reasonable times, to examine the books and records of the other party to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, computation or other documentation made under the Agreement. Errors in a party's favor shall be rectified in full within 30 days of notice and substantiation of such inaccuracy. Any such audit and any claim based upon errors must be made within two years of the date of such statement or any revision thereof. Following such two-year period, a billing statement shall be deemed final.

8.4 The receipt of any invoice, statement or information concerning a transaction or the act of payment or partial payment shall not constitute accord and satisfaction, waiver, release, full payment, satisfaction, laches, estoppel or other defense to a claim by or against the Supplier or Columbia for the true and actual amount accurately due and payable for the full period of two years in arrears.

ARTICLE IX – TERM

9.1 The initial term of this Agreement shall commence on the date this Agreement is made and entered into and shall remain in effect for a primary term of one (1) year, such that the term shall include twelve consecutive billing cycles, ending at the completion of the twelfth Billing Cycle. This Agreement will automatically renew each year thereafter for additional terms of one (1) year each unless either party submits written notice of termination to the other party at least ninety (90) days prior to the expiration of the initial or any renewal term. Notwithstanding anything to the contrary, in the event Supplier fails to perform as required hereunder for any reason, Columbia may terminate this Agreement upon thirty (30) days written notice to Supplier.

ARTICLE X - DISCONNECTION OF STATIONS

10.1 If this Agreement is terminated or if any Stations are removed from this Agreement for any reason, then Columbia may shut off or disconnect the applicable Station from Columbia's distribution facilities and Supplier will reimburse Columbia for any and all costs incurred by Columbia related to that disconnection. Once the Station is disconnected, Supplier may remove its Station equipment. Alternatively, if both parties agree, Supplier may abandon the Station equipment and relinquish ownership and all rights to such equipment to Columbia, at no cost to Columbia.

ARTICLE XI - ENVIRONMENTAL

11.1 Supplier hereby warrants that any real property or land involved in the transaction which is the subject of this Agreement: 1) contains no physical or other defects which would interfere with Columbia's intended use of the property; 2) have not been used in violation of any federal, state or local law pertaining to the environment; and 3) contains no substances which could cause or threaten to cause impairment to human health or the environment. Further, Columbia in no way assumes any responsibility for any existing liabilities associated with the real property or land except for those liabilities directly and solely created by Columbia. Supplier agrees to defend, indemnify and hold harmless Columbia from any environmental claims and/or liabilities currently existing or that may be asserted or discovered in the future, except those directly and solely attributable to actions of Columbia. Supplier shall provide Columbia with documentation and evidence supporting the clearance of the property intended for use herein from environmental contamination including, but not limited to, any Phase 1 or other environmental study reports.

ARTICLE XII – WARRANTY OF TITLE

12.1 Supplier warrants that it will have good and merchantable title to all Gas prior to its delivery by it to Columbia, free and clear of all liens, encumbrances, and claims.

12.2 Supplier agrees to indemnify Columbia and save it harmless from all suits, actions debts, accounts, damages, costs, losses, liabilities and expenses, including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury or property damage from said Gas or other charges thereon which attach before the Gas is delivered to Columbia.

12.3 Notwithstanding the other provisions of this Article VIII, as between Supplier and Columbia, Supplier will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Supplier to meet the quality requirements of Article IV.

ARTICLE XIII – INDEMNIFICATION: DEFENSE OF PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS

13.1 Supplier shall further indemnify and hold Columbia harmless from and against any and all loss, damage, and liability and from any and all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, including the employees of Supplier and of any subcontractor of Supplier, and from and against any and all damages to property, including loss of use, and including property of Columbia, caused by or arising out of or claimed to have been caused by or to have arisen out of an act or omission of Supplier or its agents, employees or subcontractors in connection with the performance of this Agreement, or caused by or arising out of or claimed to have been caused by or to have arisen out of the concurrent negligence of Columbia, its agents and employees, in connection with the performance of this Agreement, whether or not insured against; provided, however, that the foregoing indemnification will not cover loss, damage or liability arising from the sole negligence or willful misconduct of Columbia, its agents and employees; and Supplier shall at its own cost and expense defend any claim, suit, action or proceeding, whether groundless or not, which may be commenced against Columbia by reason thereof or in connection therewith, and Supplier shall pay any and all judgments which may be recovered in any such action, claim proceeding, or suit, and defray any and all expenses, including costs and attorneys' fees, which may be incurred in or by reason of such actions, claims, proceedings, or suits.

13.2 To the extent permitted by law, Supplier waives the benefit for itself and all subcontractors, insofar as the indemnification of Columbia is concerned, of the provisions of any applicable Workers' Compensation law limiting the tort or other liability of any employer on account of injuries to the employer's employees.

13.3 Notwithstanding the foregoing, Columbia shall be entitled, if it so elects, to representation by attorneys of its own selection, including attorneys employed by Columbia, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against Columbia.

13.4 The obligation of Supplier to indemnify Columbia hereunder shall survive the termination or cancellation of this Agreement.

ARTICLE XIV – FORCE MAJEURE

14.1 Except with regard to a party's obligation to make payments due under the Agreement, neither party shall be liable to the other for a failure to perform its obligations hereunder, if such failure was caused by Force Majeure. As used herein, the term "Force Majeure" shall mean an unforeseen occurrence or event beyond the control of the party claiming excuse, which partially or entirely prevents that party's performance of its obligations, except the obligation to make payments due under any transaction.

14.2 The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notification with particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make/accept sales and deliveries of Gas to the extent and for the duration of Force Majeure and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

14.3 Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe, weather-related events such as hurricanes or freezing or failure of wells or lines of pipe which affects an entire geographic region; (ii) acts of others such as strikes, lockouts, or other industrial disturbances, riots, sabotage, insurrections or wars; (iii) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction; and (iv) any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the affected party. Supplier and Columbia shall make reasonable efforts to avoid Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

14.4 Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected from any or all of the following circumstances: (i) the sole or contributory negligence of the party claiming excuse; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; (iii) economic hardship. As soon as possible after the Force Majeure event shall have been remedied, the party claiming suspension shall likewise give notice to the effect that the same has been remedied and that such party has resumed, or is then in a position to resume, the performance of such covenants or obligations.

14.5 Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the party experiencing such disturbance.

ARTICLE XV - GOVERNMENTAL REGULATION

15.1 This Agreement and all provisions herein will be subject to all present and future applicable and valid statutes, rules, orders and regulations of any Federal, State, or local governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Agreement or any provisions thereof.

15.2 Neither party will be held in default for failure to perform under this Agreement, if such failure is due to compliance with such rules, regulations, laws, orders or directives of any State, Federal or other governmental regulatory authority.

ARTICLE XVI – MISCELLANEOUS

16.1 Except for assignment to a wholly owned subsidiary, a parent or an affiliate of the parties, this Agreement shall not be subject to assignment without the written consent of the other party, which may not be unreasonably withheld.

16.2 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

16.3 Any notices, except those relating to billing, required or permitted to be given hereunder may be sent by facsimile, a nationally recognized overnight courier service, first class mail, or hand delivered, and shall be sent to the parties as identified on Attachment A.

16.4 If there are conflicts between the terms and conditions of this Agreement and Columbia's applicable tariff, the tariff shall prevail.

16.5 If any provisions of the Agreement are found invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.

16.6 The failure of either party to strictly enforce any term, right or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.

16.7 This Agreement constitutes the entire agreement between the parties hereto; no other oral or written agreements are contemplated or shall be enforceable as this Agreement reflects the final and complete expression of intent, as it exists between the parties. This Agreement shall supersede and cancel all previous agreements, understandings or representations, whether oral or written, relating to the subject of this Agreement. Any amendment to this Agreement must be in writing and signed by an authorized representative of each party.

16.8 It is not the intention of the parties in entering into this Agreement to create, nor shall this Agreement be construed as creating any partnership, joint venture or agency relationship between the parties hereto.

16.9 The laws of the State of Pennsylvania, including compliance with all regulatory requirements, shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first mentioned.

COLUMBIA GAS OF PENNSYLVANIA, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment A

Gas Measuring Station(s) for Local Gas Contract between Columbia Gas of Pennsylvania, Inc. and _____ dated _____.

Station Information:

Station Number				
PSID Number				
Station Name				
Premise Number				
System Number				
Pipeline Description				
Columbia Map Number				
Location Description (i.e. Street)				
Local Market Name (i.e. Municipality)				
Township				
County				
Gas to be Transported by Columbia				
Gas to be Sold to Columbia				

Price of Gas to be purchased by Columbia:

Each Mcf of Gas sold to Columbia shall be multiplied by a Dth Conversion factor of 1.040. The unit price to be paid by Columbia shall be the Index price per Dth of spot gas delivered to Columbia Gas Transmission, LLC, Appalachia, as reported in the first publication each Month of Inside F.E.R.C. Gas Market Report, plus $0.20.

Mail Checks Payable to Supplier to:

_____
_____
_____
Attention: _____
Phone: _____

Send Contract Notifications to:

Columbia:
Columbia Gas of Pennsylvania, Inc.
200 Civic Center Drive
P. O. Box 117
Columbus, OH 43215
Attention: Dee Richards
Phone: 614-460-4896
Facsimile: 614-460-6442
E-Mail Address: deerichards@nisource.com

Supplier:
_____
_____
_____
_____
Attention: _____
Phone: _____
Facsimile: _____
E-Mail: _____