

ORDINANCE NO. 2-77

By: Jeffrey

To establish schedules of rates to be charged by Columbia Gas of Ohio, Inc., its successors and assigns (Company), for gas service in the City of Bexley, Ohio, until August 1, 1978 and to establish and fix said rate schedules as the minimum prices to be charged by said Company, its successors and assigns, for gas service, and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That for the period commencing on the effective date of this ordinance, and ending on the 1st day of August, 1978, Columbia Gas of Ohio, Inc., its successors and assigns (Company) shall be entitled to charge as maximum rates for natural gas service furnished to any and all persons in the City of Bexley, Ohio, the following service rates:

For less than one thousand (1,000) cubic feet, or none measured through any one meter, per month, one dollar and sixty-two cents (\$1.62). No escalation whatsoever may be applied to this minimum charge.

For the first one thousand (1,000) cubic feet measured through such meter per month, one and eight thousand two hundred twenty-four ten-thousandths dollars (\$1.8224).

For all over one thousand (1,000) cubic feet measured through such meter per month, one and four hundred twenty-four ten-thousandths dollars (\$1.0424) for each one thousand (1,000) cubic feet supplied.

If service under this rate schedule is discontinued at the request of the customer, the Company shall not be under any obligation to resume service to the same customer on the same premises until the customer has made payment of an amount equal to the minimum monthly charge for each month of the intervening period, but not to exceed ten (10) months.

No extra or additional charge shall be made for meter rental.

The above rates are net and are due within ten (10) days after the bill or bills for the monthly reading period has or have been issued. No penalty is to be added thereto for delayed payments.

PURCHASED GAS COST ADJUSTMENT PROVISIONS

The service rates prescribed above are subject to an adjustment for any change in the average cost of gas purchased by Columbia Gas of Ohio, Inc. (Company) from all sources of supply, and are predicated upon the average cost of gas purchased by the Company of 66.14¢ per one thousand cubic feet. This rate is hereinafter referred to as the "base average rate". The base average rate of this fuel cost clause was based on the average cost of gas purchased for the twelve months ended January 31, 1974, at supplied rates in effect on March 1, 1974. Any purchased gas adjustments subsequent to March 31, 1974 will apply immediately upon the effective date of these purchased gas cost adjustment provisions.

A. Purchase Gas Adjustment

(1) Semi-Annual Adjustments Effective With Bills Rendered On or About April 1 and October 1 Each Year

Based on volumes purchased during the twelve billing months ended January and July of each year the Company shall determine the current average cost of gas purchased and such "adjusted average rate" shall be compared to the base average rate stated above to determine the increase or decrease per one thousand (1,000) cubic feet to the nearest one-hundredth of a cent. This shall be the "purchased gas adjustment" that will apply effective with bills rendered on or about April 1 and October 1 respectively. If, during the twelve-month period under consideration, the Company has commenced purchasing gas under new contracts or has made significant changes in its purchases from existing suppliers and the effects of these changes in sources of supply have not been in effect for the full twelve-month period, then the Company will adjust the actual volumes purchased during such twelve-month period to reflect the effects of such change in source of supply for a full twelve-month period. The adjustment on or about April 1 will be based on the twelve-month billing period ended January of the same year utilizing supplier rates in effect on the following March 1 of that year. The adjustment on or about October 1 will be based on the twelve-month billing period ended July of the same year utilizing supplier rates in effect on the following September of that year.

(2) Interim Adjustments

If in the intervening period between semi-annual adjustments there is a significant change in source of supply or in supplier rates, the effect of which is to produce an increase or decrease in the adjustment average rate by at least one cent (1¢) per one thousand (1,000) cubic feet, then a new adjusted average rate shall be determined utilizing the most recently available twelve months of gas purchased adjusted to reflect changes in source of supply. The current or new supplier rates will be applied to these volumes to determine the new adjusted average rate and the difference between this new adjusted average rate and the base average rate, to the nearest one-hundredth of a cent per one thousand (1,000) cubic feet, shall be the purchased gas adjustment effective with bills rendered on and after the 30th day following the date on which the change in course of supply or supplier rates was first reflected in billings to the Company, or the 30th day following the filing of notice by the Company whichever date is later.

B. Actual Cost Adjustment and Refunds

The purpose of this section is to provide fuel costs clause coverage for cost increases or cost decreases not covered in Section A, above. It is intended that minor cost changes of less than one cent (1¢) per one thousand (1,000) cubic feet be temporarily deferred until the next regular semi-annual fuel cost clause adjustment and that such deferred cost increases or decreases shall then be recovered or paid back over the next six (6) month period. This section shall not operate so as to duplicate any cost recovery made pursuant to Section A, above.

The Company will maintain a continuing cumulated balance of monthly comparisons of the actual total Company cost of gas purchased as shown on the books and records of the Company, exclusive of refunds, and the total Company cost of gas purchased for the same month priced at the average rate used to determine the purchased gas adjustment applied to service rates pursuant to Section A of this fuel cost clause. Such cumulated balance will be reduced to reflect the effect of the applicable Actual Cost Adjustment in effect for that month applied to total Company volumes purchased for that month.

For each six (6) month billing period ended January and July subsequent to March 31, 1974, an "Actual Cost Adjustment" will be determined

by dividing the cumulated balance as of that date by total volumes purchased during the six (6) month period ended on that date. This adjustment will be rounded to the nearest one hundredth of a cent to determine the increase or decrease per one thousand (1,000) cubic feet. The January calculation will be effective on or about April 1 and will remain in effect until superseded by the July calculation which will be in effect on or about October 1.

If, during the six (6) months under consideration, the Company shall have received a refund or refunds from its suppliers, such refunds, including interest received, shall be listed separately and included as a deduction from the cumulated balance used to determine the Actual Cost Adjustment pursuant to this Section B.

C. General Provisions

(1) The penalty provisions of Columbia Gas Transmission Corporation's (Transmission's) FPC Gas Tariff shall not apply to Sections A and B of this fuel cost clause and any Transmission penalty charges or rate adjustments made pursuant to such penalty provisions shall not be used to determine an adjustment pursuant to this fuel cost clause.

(2) Any refund adjustment made under the Company's former fuel cost clause, which has not been in effect for twelve (12) months at the time the instant fuel cost clause becomes effective, shall continue in effect until such twelve (12) month period has been completed provided, however, that such refund adjustment shall cease when duplication of refunds included in any adjustment billed to Section B of this fuel cost clause would result.

(3) The Company shall file with the Public Utilities Commission of Ohio thirty (30) days prior to the effective date, computations in support of the above fuel cost clause adjustments together with a notice that the adjustments will be placed in effect as of 12:01 A. M. on the effective date. Such filing shall show the current adjustment and cumulative adjustments to be placed in effect on the effective date.

(4) The Public Utilities Commission of Ohio retains jurisdiction over the Company's Purchased Gas Cost Adjustment Provisions, as stated above, subjecting it to any rules and regulations this Commission may promulgate in the future on such adjustment clauses.

D. Docketed Federal Power Commission Proceedings

The Company shall promptly give written notice to the City of Bexley, Ohio, of the filing or pendency of any proceeding to increase rates to the Company filed by any of its direct regulated suppliers.

Upon receipt of the aforementioned written notice of the Company, the Mayor of this city shall, within fifteen (15) days thereafter notify the City Attorney of Bexley, Ohio, of his intention in regard to the increased rates of such supplier. In the event the Mayor shall see fit to resist the change in rates, he shall request the City Attorney of Bexley, Ohio to prepare a petition to intervene on behalf of the City of Bexley, against such regulated pipeline supplier. The Mayor may also request the City Attorney to prepare all necessary legal papers subsequent to intervention and to send legal representation on behalf of the City of Bexley to the place of the docketed proceedings and to plead on behalf of this City of Bexley, Ohio.

E. Continuation of Present Purchased Gas Cost Adjustments

Any adjustment made pursuant to the "Purchased Gas Cost Adjustment Provisions" of the present rate schedule shall continue as therein provided and heretofore reported.

Section 2. That ^{it} is expressly conditioned that the service to be rendered for domestic and general commercial purposes by said Company, its successors or assigns, pursuant to Section 1 of this ordinance shall have priority, and that service shall not be extended to consumers of other or different classes until after all reasonable requirements for domestic and commercial purposes are fully met, and this provision shall be binding upon said Company, its successors and assigns, so long as the foregoing rates are in effect; but during any month, or year, subject to the foregoing provisions, gas may be delivered to any other consumer and additional classes.

Columbia Gas of Ohio, Inc., may charge less for the natural gas so furnished than the prices specified in Section 1.

No special rate agreement in force on the effective date of this ordinance between Columbia Gas of Ohio, Inc. and any customer shall be altered or abridged by reason of this ordinance during the specified term of such contract. Any such future agreements must be filed with Bexley, Ohio.

Section 3. That natural gas to be supplied under Section 1 hereof, shall have an average heating value of not less than 1,000 British Thermal units (gross) per cubic foot, and on the basis of a standard established or an average found, said gas shall be uniform to the extent that the quotient obtained by dividing the thermal value, to-wit; the British thermal units (gross) per cubic foot, by the square root of the specific gravity of said gas, shall not vary more than five percentum upward or downward from such standard or average. Tests to determine the British thermal units shall be made at such locations and at such intervals, at the expense of Columbia Gas of Ohio, Inc., as the City of Bexley, Ohio shall determine, by the Company in the presence of a duly authorized representative of Bexley, and a statement of such tests shall be filed with said Director.

Section 4. That Columbia Gas of Ohio, Inc., its successors and assigns, shall make to the City of Bexley, Ohio, by delivering the same to the Mayor of said City on the first day of April of each year a statement, or statements, of its net plant assets, receipts and disbursements in the corporate limits of the City of Bexley, Ohio, for the prior calendar year ending December 31. Said statement shall show in detail the cost of service rendered to all customers including contract customers in said City of Bexley, Ohio, and rate of return resulting therefrom. This statement or statements shall be signed by Columbia Gas of Ohio, Inc. through its proper officer or officers. The City of Bexley, Ohio, shall have the right to verify such statement, or statements by examination of the books and records of Columbia Gas of Ohio, Inc. A copy of each annual report of Columbia Gas of Ohio, Inc. as filed with the Public Utilities Commission of Ohio shall be filed with the City of Bexley, Ohio.

Section 5. That, if any sentence, clause, paragraph, section or part of this ordinance is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such sentence, clause, paragraph, section or part of this ordinance and shall not impair the remainder of this ordinance.

Section 6. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public health, peace, safety, and welfare for the reason that in order to join other municipalities in their efforts to obtain a uniform rate, immediate action must be taken; wherefore this ordinance shall go in full force and effect upon

its passage and approval by the Mayor.

Passed: January 25, 1977

Richard C. Addison
President of Council

Attest: John Herberg
Clerk of Council

Approved: January 25th 1977

David H. Madison
MAYOR

First reading - January 11, 1977
Second reading - January 25, 1977

*Final
1/26/77*