

FILE

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of
Brainard Gas Corporation for Approval
of Five Transportation Agreements.

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Case No. 14-0948-GA-AEC

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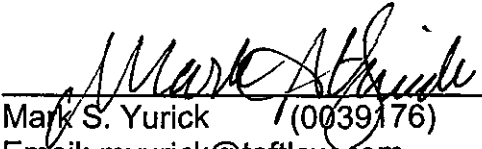
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MEMORANDUM IN SUPPORT OF
SUPPLEMENTAL MOTION FOR PROTECTIVE TREATMENT

On May 27, 2014, Brainard Gas Corporation ("Brainard") filed its Application for Approval of Five Transportation Agreements (the "Application") with the Public Utilities Commission of Ohio ("Commission"). Pursuant to O.A.C. § 4901:1-24(D), Brainard requested protective treatment over the specific price terms in Brainard's transportation contracts, which motion was also filed on May 27, 2014. Brainard has determined that the transportation agreement between Brainard and Lake Erie College was modified and amended by a subsequent agreement entered into on October 30, 2013. Through this supplemental motion for protective treatment, Brainard hereby submits the modified and amended transportation agreement with Lake Erie College. For the same reasons set forth in Brainard's May 27, 2014 motion for protective treatment, the price terms in the modified and amended transportation agreement with Lake Erie College constitute trade secrets and are entitled to protective treatment. Accordingly, Brainard respectfully moves this Commission to extend protective treatment over the modified and amended transportation agreement filed under seal with this supplemental motion.

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Respectfully submitted,



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Attorney for Brainard

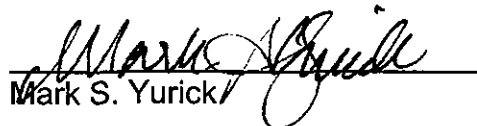
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CERTIFICATE OF SERVICE

I hereby certify that a copy of *Brainard Gas Corporation's Supplemental Motion for Protective Treatment and Memorandum in Support* was served this 27th day of October, 2014 by electronic mail upon the following:

William Wright
Assistant Attorneys General
Public Utilities Section
180 East Broad Street, 6th Floor
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Mark S. Yurick



BRAINARD GAS CORP.

A Subsidiary of Gas Natural, Inc.

8500 Station Street • Suite 100
Menton, Ohio 44060

NATURAL GAS SALE AND TRANSPORTATION AGREEMENT

This agreement is made and entered into this 30 day of October 2013 by and between the Brainard Gas Corp., 8500 Station Street Suite 100 Menton, Ohio 44060 an Ohio Corporation (Brainard) and LAKE ERIE COLLEGE 391 W. Washington Street Painesville, Ohio 44077 (Customer).

WHEREAS, Customer desires natural gas service for the facilities listed below:

Equine Center
Campus
Athletic
150 Gillett Street
Mathews
CCE Building
240 Gillette Street
Laury
Gillett 250
Manor House

WHEREAS, Brainard agrees to extend or have extended its main pipeline facilities to accommodate the aforementioned facilities; and

NOW, THEREFORE, in exchange for the exclusive right to transport and/or service the full natural gas requirements of this project, Brainard agrees to the following terms and conditions:

1. Unless the context clearly requires otherwise, the following terms as used in this agreement shall have the meanings indicated:
 - (a) "Delivery Line" means the pipeline and appurtenances needed to supply gas from Brainard's pipeline distribution system to Customers Deliver Point.
 - (b) "Delivery Point" means the place on the Customers Delivery Line to which gas is delivered pursuant to this agreement is to be metered.
 - (c) "Natural Gas" or "Gas" means natural gas from any source which is owned by Brainard.

(d) "MCF" means 1,000 cubic feet of natural gas.

(e) "NGPA" means Natural Gas Policy Act of 1978 and Federal Energy Regulatory Commission Regulation issued pursuant thereto.

(f) "System Line" means Brainard Pipeline(s) containing gas owned by Brainard and available at the Delivery Point.

2. Brainard will supply or transport the full gas requirements from the commencement date and shall continue in full force and effect from 1 year and from month to month thereafter ("Rollover Periods"); unless cancelled by either party after the Initial Term upon thirty (30) days prior written notice or superseded by a new agreement. The Initial Term and any successive Rollover Periods shall be considered the "Term" of this Agreement.

3. The Volumetric Rate Charge for each MCF of gas delivered to Customer by Brainard to each Delivery Point will be as follows:

Delivery Rate:

Flexed down to [REDACTED] per MCF

Term:

October, 1st 2013 thru September, 30th 2014

4. All applicable rate charged by Brainard for gas service under this agreement shall be the regularly fixed rates and subject to approval of either the Public Utility Commissions of Ohio or a local municipality exercising its authority under the home rule provisions of the Ohio Constitution. All rates and the tariffs whether authorized by a municipality or established by the Public Utility Commissions of Ohio, shall be available for inspection at Utility's offices during normal business hours, or at the Public Utility Commission of Ohio. Customer will pay Brainard's recognized monthly service fee for each Delivery Point meter (The current service fee is \$7.00)

5. Brainard shall assume responsibility for construction, operation and maintenance of the Delivery Line. Customer will allow Brainard the use of existing Customer owned Delivery Line(s) at each facility for the purpose of supplying natural gas. Customer shall provide a suitable site for the meter equipment and connections at the Delivery Point and Brainard shall have the of access thereto and maintaining such metering facilities and reading the same. The meter setting and corresponding piping after the meter will be owned by Customer and the meter will remain property of Brainard. Title to the gas delivered hereunder shall pass from Brainard to Customer at the delivery Point. Brainard shall be in sole possession of gas to be delivered hereunder and responsible for any loss thereof or damage or injury caused thereby until the gas shall have been delivered to Customer at the Delivery Point.

6. In the event either Brainard or Customer is unable, wholly or in part, by reason of force majeure to carry out its duties and obligations under this Agreement other than to make payments for gas purchased hereunder, such party shall give notice and particulars of such force majeure in writing or by telegraph (or orally and subsequently confirmed in writing or by telegraph) to the other party as soon as possible after the occurrence thereof. In the event of any such force majeure, the obligations of the party giving such notice, insofar as the same are affected by such force majeure, shall be suspended during the continuance of any such force majeure, but for no longer period, and such cause shall, if responsibly, be remedied with all reasonable dispatch. The term "force majeure" as used herein shall mean acts of law including governmental bodies acting of public enemy, war, blockades, insurrections, riots, epidemics, fires, floods, washouts, arrest, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, freezing of wells or pipelines, partial or entire failure of wells or any other cause, whether of the kind herein enumerated, or otherwise, not reasonably within the control of the party claiming suspension.

7. In the event either Brainard or Customer shall fail to perform any of its obligations hereunder in accordance with the terms and conditions of this Agreement, and if the defaulting party does not commence to remedy such failure within fifteen (15) days after written notice thereof has been given by the non-defaulting party to the defaulting party or thereafter fails to proceed diligently to remedy such failure, then the Agreement and all of the provisions hereof may be terminated forthwith by the non-defaulting party by written notice to the defaulting party; provided, however, that any termination by the non-defaulting party shall be in addition to and not in lieu of any other legal or equitable remedy which may be available and shall be without prejudice to the Brainard's right to collect any amounts due from Customer prior to the time of termination. Anything to the contrary in this Agreement notwithstanding, neither Customer nor Brainard shall be liable to the other for loss of profits or for any other incidental or consequential damages whatsoever.

8. Any notice statement or communication provided to be given by one party to the other in this Agreement shall be in writing and shall be considered as having been given if personally delivered or if by mailed by United States Postal, postage prepaid to the following respective addresses of the parties listed below; or to such other address as either Brainard or Customer may from time to time designate by written notice to the other:

BRAINARD: 8500 Station Street
Suite 100
Mentor, Ohio 44060
PH: 1-440-701-5100

CUSTOMER: Lake Erie College
391 W. Washington Street
Painesville, Ohio 44077
PH: 1-440-375-7252
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9. This Agreement and terms, conditions and provisions hereof shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that Customer shall not assign its rights under this Agreement without the prior written consent of Brainard.

10. This Agreement supersedes any prior agreements with respect to the subject matter of this transaction and will be governed and construed in accordance with the laws of the State of Ohio.

11. that in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, by reason of race, color, religion, sex, age or disability as defined in Section 4112.01 of the Revised Code, national origin or ancestry, shall discriminate against any citizen of the state in the employment of a person qualified and available to perform the work to which the contract relates.

12. that no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any matter, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of the work under the contract on account of race, color, religion, sex and age, disability as defined in Section 4112.01 of the Revised Code, national origin or ancestry.

13. Any assignment of Agreement by Brainard Gas Corp either in part or in total requires written approval of the Customer. Customer may terminate the Agreement, without penalty, at time of assignment.

IN WITNESS WHEREOF, Brainard Gas Corp., and the Lake Erie College have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

BRAINARD GAS CORP



LAKE ERIE COLLEGE

Brian F. Dick
